



SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into this 15th day of May, 2022, by and between County of Monterey, CA, (hereinafter referred to as “Customer”) located at 855 East Laurel Drive Bldg D. Salinas, CA 93905 and **L3HARRIS TECHNOLOGIES, INC.** (hereinafter referred to as “L3Harris”), a Delaware corporation, acting through its Communication Systems Segment located at 221 Jefferson Ridge Parkway, Lynchburg, VA 24501 (collectively referred to as the “Parties”). This Agreement shall begin on May 15, 2022 (“Commencement Date”) and shall continue for a one (1) year period (“Term”) through May 14, 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
SECTION IV	DEFINITIONS
ATTACHMENT A	EQUIPMENT LIST
ATTACHMENT B	SERVICE DESCRIPTIONS
ATTACHMENT C	CRITICAL SPARES LIST (Not Applicable)
ATTACHMENT D	POINT OF CONTACT AND NOTICE

I. SCOPE

1. This Agreement contains the terms and conditions for Customer’s purchase and L3Harris’ delivery of the Services. L3Harris shall provide the Services described in this Agreement, including its attachments. L3Harris’ obligations under this Agreement may be performed by L3Harris, its agents, representatives, subcontractors, or any combination thereof, at L3Harris’ discretion. 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. At Customer’s request and upon L3Harris’ approval, L3Harris may also provide Demand Services for additional support beyond the Services.
3. The Services are defined within this Agreement and are limited to only those Services in Section II. (“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
SECURITY UPDATE MANAGEMENT SERVICES (SUMS+)
SOFTWARE MANAGED SERVICES (SMS)

TERM (Period of Performance)	ANNUAL SUPPORT FEES
Year 1	\$109,000.00
TOTAL ANNUAL SUPPORT FEE	\$109,000.00


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Invoicing Interval: Annually
Purchase Order Required <input type="checkbox"/> Yes* <input type="checkbox"/> No *If a Purchase Order ("PO") is required by Customer, Customer must issue L3Harris a PO before the Commencement Date, otherwise L3Harris may invoice Customer without the issuance of a Customer PO.

III. GENERAL TERMS AND CONDITIONS

1. SUPPORT.

- a. Subject to the terms and conditions of this Agreement, L3Harris agrees to perform Services during the Term for the Support Fees, as may be amended from time to time in accordance with this Agreement. Services shall be provided for the Equipment at the Customer site(s) described in Attachment A ("Equipment List") and, unless agreed otherwise in writing, L3Harris 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. L3Harris may supply new, used, reconditioned or substitute parts for the performance of Services. L3Harris shall provide Services at levels set forth in the manufacturer's product manuals and follow routine service procedures prescribed by L3Harris.
- c. If Customer purchases additional equipment from L3Harris, then that equipment must be added to the Equipment List by a mutually agreed upon Amendment to this Agreement for L3Harris to provide Services for that new equipment. The Amendment must also amend Section II. ("Services") to account for the cost of providing Services for the additional equipment.
- d. If Equipment cannot, in L3Harris' 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.
- e. As a Demand Service, inspect and repair out of specification Equipment, as applicable, before the Services of this Agreement commence.

2. DEMAND SERVICES.

- a. **Demand Services Fees.** At Customer's request and upon L3Harris' approval, L3Harris may provide Demand Services for an additional fee. L3Harris shall provide a written quote for such Demand Services based upon the circumstances known at the time of the request and L3Harris 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 L3Harris 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.** L3Harris 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 L3Harris' sole discretion.
- d. **Excluded Services.** If Customer requests L3Harris 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.



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3. CONDITIONS OF SERVICE.

L3Harris' 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. In addition to the Support Fees, Customer shall pay for Demand Services for any inspections performed by L3Harris to ensure Equipment is in good working order.
- b. work together with L3Harris to establish and maintain an Equipment List which will include serial numbers, if applicable, of all Equipment under this Agreement.
- c. notify L3Harris, promptly, of any Equipment failure or when any Equipment is lost, damaged, stolen, or taken out of service. L3Harris will respond to Customer's notification in a manner consistent with the Services of this Agreement.
- d. obtain and maintain all necessary permits required by Federal, state, tribal, or local governmental authority related to the Equipment and Services of this Agreement and remain in compliance with all such laws, rules, and regulations.
- e. purchase any necessary Hardware or upgrades, at Customer's expense, that may be necessary for the Services.
- f. 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.
- g. not create or permit the creation of any derivative work from any Software Update or the reverse engineering or replication of any Software Update.
- h. meet all General Customer Obligations and satisfy all Customer's requirements under this Agreement.

4. SITE ACCESS, RESPONSE TIMES.

- a. If applicable, Response Times described in this Agreement assume that the Equipment is accessible by normal transportation methods and vehicles. On-site Response Time requirements exclude site locations that may require extensive drive time due to traffic conditions or site locations where specialized vehicles are required.
- b. Waivers of liability from L3Harris or its subcontractors will not be imposed as a site access requirement.
- c. Unless otherwise stated in this Agreement, the Support Fees exclude any charges or expenses associated with helicopter, snow vehicle, ATV, boat, or other atypical access requirements; if these charges or expenses are reasonably incurred by L3Harris in rendering the Services, Customer agrees to reimburse L3Harris for those charges and expenses.
- d. Customer will be billed separately, as Demand Services, for time lost or changes in the Services due to any delay caused by Customer's action or inaction.

**L3HARRIS™****5. EXCLUDED SERVICES.**

Only the Services in Section II. (“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. receiving Services at a location other than the site(s) or location(s) listed in Attachment A (“Equipment List”) of this Agreement.
- c. correction of faults due to Customer’s failure to meets its obligations outlined throughout this Agreement.
- d. 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 L3Harris to perform such work; or vi) force majeure event not otherwise described within this Section.
- e. correction of faults in any equipment (whether or not supplied by L3Harris) not covered by this Agreement.
- f. cleaning, painting, refinishing, or other cosmetic improvement of the Equipment.
- g. relocation or transportation of Equipment, or the rectification of any faults caused by such relocation or transportation, unless where such relocation or transportation of Equipment was performed by L3Harris as a Service under this Agreement or other properly executed agreement between the Parties.
- h. receiving any software unless expressly provided for as a Service under this Agreement.
- i. 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 L3Harris in a properly executed agreement between the Parties.
- j. 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.
- k. service for accessory items or items that are consumed in the normal operation of the Equipment such as: batteries, uninterruptable power supplies (“UPS”), belt attached objects such as clips and holsters, battery chargers, personal audio interfaces such as footswitches or earpieces, headsets, keypads, fuses, knobs, lanyards, or labels.
- l. services for custom or special products; modified Equipment or software; upgrading or programming Equipment.



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- m. repair or maintenance of any transmission path or transmission medium for voice or data radios including antennas, dishes, masts, tower top amplifiers, transmission lines, tower or tower lighting.
- n. tower climbs or services for i) any Equipment mounted on towers or telephone lines, ii) computer networks, iii) the internet, or iv) Equipment malfunction caused by a transmission medium.
- o. 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.
- p. receiving system configuration documents or system audit.
- q. training.
- r. hardware upgrades unless such hardware upgrades are L3Harris' responsibility and falls within the defined Services of this Agreement. See Planned Network Upgrades and/or Obsolescence Protection, if applicable.
- s. additional services such as data backup, line sweeps, or taking readings or performing services beyond those listed in the Preventive Maintenance L3Harris Table, if applicable, or this Agreement.
- t. repairs at the Customer location. See On-Site Corrective Maintenance, if applicable.
- u. 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+ nor SMS Installation Services.
- v. software installation on Equipment unless targeted by the L3Harris Software Update or L3Harris Operating System Patch and as per the SUMS+ Installation and/or SMS Installation Service Descriptions, as applicable.

6. 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. ensure that all necessary clearances, escorts, ID cards, network access requirements including custom software or security credentials, or other requirements, have been provided to L3Harris, in advance of a L3Harris' technician(s)' visit, to allow prompt access to any Equipment requiring Services that may be located in a secured or limited access area under Customer's or Third-Party's control. Customer shall not restrict L3Harris access to the site(s) or prevent L3Harris from performing the Services under this Agreement on the basis that Customer does not have a L3Harris Certificate of Insurance ("COI") on file or in Customer's possession.
- b. provide L3Harris, at no charge, full and free access to the Equipment and an appropriate non-hazardous work environment located in the Equipment's physical location which should include, at a minimum, unlimited access, adequate shelter, heat, light, ventilation, electric current and outlets, and local wireless and telephone access for L3Harris' use in the Equipment's physical location.

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- c. provide all information or services (including, but not limited to inventory/audits) under Customer's control relevant or pertaining to L3Harris' Services and/or pertaining to the Hardware and software elements of any system with which the Equipment is interfacing so that L3Harris may perform its Services.
- d. replace defective Equipment with a Critical Spare where required and promptly ship the defective Equipment to L3Harris in accordance with L3Harris' directions.
- e. ensure that the personnel responsible for carrying out the General Customer Obligations outlined in this Section are suitably qualified, authorized, trained and/or experienced.
- f. 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.
- g. provide L3Harris with all cooperation to facilitate the efficient discharge of L3Harris' 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 L3Harris personnel and to advise L3Harris on access or on any other matter within the Customer's knowledge or control which will assist L3Harris in performing the Services under this Agreement.
- h. ensure systems backups (including all programs and data) and Equipment configuration records are kept up to date.
- i. install the Operating System Patches, as applicable under SUMS+, in the order of receipt and release from L3Harris. If Customer purchased SUMS+ Installation as part of the Services of this Agreement, L3Harris will install the Operating System Patches in accordance with the SUMS+ Installation Services of this Agreement.
- j. install the Software Update, as applicable, in accordance with the L3Harris provided Software Update installation instructions found within the Software Release Notes from L3Harris. If Customer purchased SMS Installation as part of the Services of this Agreement, L3Harris will install the L3Harris Software Updates in accordance with the SMS Installation Services of this Agreement.
- k. complete the Operating System Patches process on the target devices (e.g. rebooting the target devices) by following the instructions accompanying each Operating System Patches, as applicable under SUMS+.
- l. provide primary power source, PABX and PSTN connections or lines, radio frequency coverage performance after coverage verification test acceptance, suitable inter-site and inter node links, and further installation of the Equipment at the sites.
- m. provide secure and adequate facilities adjacent to or in reasonable proximity to the Equipment for the storage by L3Harris of tools and other items necessary to perform the Services. Customer shall permit L3Harris to have access to such storage facilities at all times.
- n. 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



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damage incurred by Customer due to Customer's failure to comply with this clause.

- o. cooperate with L3Harris and perform all efforts that are necessary to enable L3Harris to provide the Services to Customer.
- p. ensure L3Harris can perform Services in a continuous effort.
- q. waive Services, without reimbursement, for Services when L3Harris does not have access to provide the Services or when L3Harris is unable to provide Services due to Customer's or Third-Party's action or inaction.
- r. provide L3Harris with at least two (2) Points of Contact, as described in Point of Contact Section of this Agreement.
- s. 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 L3Harris.
- t. 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 L3Harris' responsibility and falls within the defined Services of this Agreement.
- u. provide L3Harris a response to Summary Reports within thirty (30) days of receipt.
- v. 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.
- w. 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.
- x. 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.
- y. decide whether to install or not install Software Updates and Operating System Patches, as applicable, based on the risks and benefits involved and waive all L3Harris liability for such decision.
- z. provide L3Harris or L3Harris subcontractor the Software Updates and/or Operating System Patches for installation, if applicable.
- aa. comply with the L3Harris schedule for the performance of Services.
- bb. keep Equipment current and compliant with all regulatory agencies' and manufacturers' agreements, manuals, and licenses.

7. SERVICE REQUEST PROCEDURE.

Customer shall:

- a. require their users report issues to a designated Customer's Point of Contact.
- b. require its Point of Contact to provide Notice to L3Harris when there is any activity or inactivity that impacts the system, Equipment, or Services including system configuration changes.



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- c. provide the software and interface cables or allow L3Harris the time needed to acquire such items, as needed to perform the Services on the Equipment.
- d. compile Equipment into a central location before Services are provided, as directed by L3Harris.
- e. submit a Service Request as set out in this Section of this Agreement with additional descriptions in Attachment B (“Service Descriptions”).
- f. immediately after making a Service Request for L3Harris support, provide L3Harris, where possible, with an example of the relevant defect or error.
- g. keep L3Harris fully informed with up-to-date Equipment, site(s), and configuration details for the Equipment, including without limitation Equipment serial numbers, locations, contact information, and site personnel qualified to submit a Service Request.
- h. 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 L3Harris, and iii) carry out procedures as outlined by L3Harris within a reasonable time after such procedures have been received from L3Harris.
- i. provide a mutually agreed form of communications link for remote diagnostics and promptly grant access rights to L3Harris and its subcontractors when required.
- j. maintain and make available the required type and number of Customer owned and managed Critical Spares in accordance with this Agreement.
- k. approve or disapprove additional charges L3Harris estimates are required to perform repairs or replace the Equipment within five (5) business days from the date of the estimate. If Customer disapproves the additional charges, Customer shall pay a Diagnostic Fee.
- l. pay additional costs for Demand Services for additional efforts including Equipment aggregation management, delays in work, software or cable interface acquisition for non-L3Harris equipment, configuration or software changes, or repairs.

8. FEES AND PAYMENT TERMS.

- a. Customer shall pay the Support Fees for Services and the Demand Services Fees for Demand Services.
- b. L3Harris 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. Except as expressly provided in this Agreement, L3Harris may revise its Support Fees at any time by giving Customer notice not less than ninety (90) days before the rate change, provided that the revised rates are mutually agreed upon in writing. If the revised rates are not mutually agreed upon by the Parties within the ninety (90) day Notice period, L3Harris may terminate this Agreement in accordance with Section III.9. (“Term and Termination”).
- d. 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 II. (“Services”).
- e. 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

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invoice, billed as a separate item, to the extent possible, and paid by Customer unless Customer provides L3Harris with evidence of payment or certificate of exemption.

- f. To the fullest extent permissible by law, Customer waives its right of set-off. No payment is considered received until L3Harris has received cleared funds.
- g. If Customer is overdue with any payment then, without prejudice to any other right or remedy available to L3Harris; i) Customer shall be liable to pay interest on the overdue amount at the rate of one and one-half percent (1.5%) per complete month until L3Harris has received payment of the overdue amount together with interest that has accrued; and ii) L3Harris may suspend contractual performance and/or exercise a lien over Equipment and any items returned for repair or replacement until Customer has made such overdue payment in full.

9. 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, L3Harris 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. The amount due for Services not rendered would be a liquidated damage which is necessary because the Services are not evenly distributed throughout the Term.
- c. In the event of a material breach of this Agreement by L3Harris, Customer shall provide L3Harris with a reasonably detailed Notice of the breach. L3Harris 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 L3Harris 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. Each of the Parties shall have the right to terminate this Agreement at any time by providing the other Party thirty (30) days' Notice.
- e. If L3Harris, in its sole discretion, 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 such as Demand Services.
- f. 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 L3Harris will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, L3Harris will have no further obligation to provide Services.
- g. If L3Harris terminates as defined in this Section, or if Customer terminates due to L3Harris default in accordance with this Section. L3Harris shall refund to Customer a pro rata share of monies paid for Services not rendered.

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- a. L3Harris requires Customer to purchase and store at the site (or other location agreed in writing between the Parties) the Critical Spares set out in Attachment C (“Critical Spares List”), of this Agreement. From time-to-time L3Harris will require Customer to purchase and store at the site additional Critical Spares, as L3Harris considers necessary for effective delivery of the Services.
- b. L3Harris will not be liable for any failure or delay in providing the Services where such failure or delay is the direct or indirect result of the failure of Customer to comply with the previous clause regarding the Critical Spares.

11. SPARE PARTS, SUBSTITUTION, END OF PRODUCTION.

- a. If Spare Parts are required to obtain Services, Customer shall be responsible for the purchase of Spare Parts in addition to the Customer’s Critical Spares. L3Harris may, at Customer’s request and in L3Harris’ sole discretion, assist Customer in determining an inventory of suggested Spare Parts.
- b. L3Harris will generally support provisioning of its Equipment for a period of five (5) years after final production. L3Harris will endeavor to provide six (6) months advance notification of the final production date. Advance notification may be provided by L3Harris through any manner L3Harris deems appropriate. This may include notification through a(n): end-of-life notice, customer mailing, Tech-Link notice, letter, memo, or Amendment. L3Harris will utilize commercially reasonable efforts to assure its Equipment availability and shall not be liable to Customer for Equipment obsolescence or Equipment unavailability under this Agreement beyond L3Harris’ commercially reasonable efforts. L3Harris may replace or repair Equipment with new or substitute products or parts, at its sole discretion, based on L3Harris’ business needs.
- c. Third-Party Equipment and Third-Party Support Agreements (relative to the Third-Party Hardware) will be supported in accordance with the individual manufacturer’s provisioning policy. L3Harris will utilize commercially reasonable efforts to assure Third-Party Spare Parts, Third-Party Equipment, and/or 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 Spare Parts and Third-Party Equipment obsolescence or Third-Party Spare Parts and Third-Party Equipment and/or Third-Party Support Agreements unavailability under this Agreement beyond L3Harris’ commercially reasonable efforts.
- d. At Customer’s request, L3Harris shall provide to Customer an estimate of all charges for any required Third-Party Support Agreements; replacement parts or replacement equipment of any Spare Part or Equipment that has become obsolete or unavailable.

12. CONFIDENTIALITY.

- a. Nothing in this Agreement shall affect any related non-disclosure agreement between the Parties or other contractual obligations of confidentiality, which will continue in full force and effect and will apply to the subject matter of this Agreement. Customer shall not disclose Confidential Information to any Third-Party disclosed by L3Harris under or in relation to this Agreement.
- b. Each Party undertakes not to (and to procure that its employees and contractors will not) divulge the terms and conditions of this Agreement or any information of a confidential nature, including but not limited to Confidential Information, disclosed to it by the other,



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whether oral or written, and shall not use such information except as contemplated by this Agreement.

- c. The Party's obligations within this Section shall cease to apply to information which:
 - i. is or becomes part of the public domain without violation of this Agreement;
 - ii. is known and on record at the receiving Party before disclosure by the disclosing Party;
 - iii. is lawfully obtained by the receiving Party from a Third-Party without similar restrictions to those herein contained;
 - iv. is developed by the receiving Party completely independently of any such disclosure by the disclosing Party;
 - v. is required to be disclosed by competent government or regulatory agencies, court or stock exchange provided, however, that the receiving Party shall notify the disclosing Party as soon as lawfully and practically possible of the requirement to make such a disclosure.

13. HEALTH, SAFETY, AND OTHER LAWS/REGULATIONS.

- a. Each Party shall comply with all relevant Health and Safety laws and regulations in all respects in relation to its obligations under this Agreement (including without limitation a safe working environment and methods of working), and each Party shall indemnify the other Party in respect of all costs, liabilities, damages or expenses incurred as a result of any failure to do so. In the event a work site or Equipment location is determined by L3Harris to pose a safety or health threat, L3Harris may cancel or suspend the Services without penalty and until threat no longer exists.
- b. L3Harris will comply with applicable Federal, State, and local laws and regulations as of the date of this Agreement which relate to equal employment opportunity (including applicable provisions of Executive Order 11246, as amended), workmen's compensation, Services provided, and the manufacture in L3Harris' 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 and Services will be equitably adjusted to compensate L3Harris for the cost of compliance with laws or regulations related to this Agreement.
- c. The performance of Services on Customer's premises shall be subject to Customer's reasonable determination regarding the health and safety of its students and staff. If Customer determines that it is unsafe to perform the Services on its premises on a particular date due to COVID-19, the Parties may reschedule the performance of the Services on a mutually agreeable date. Furthermore, during any time L3Harris representatives will have access to Customer's premises, L3Harris shall ensure that its representatives shall comply with Customer's reasonable safety protocols, including without limitation, then existing COVID-19 protocols administered by Customer.

14. EXCLUSIVITY.

- a. Customer shall only permit maintenance, repairs, additions, adjustments, or alterations to Equipment by a Third-Party with the prior written consent of L3Harris.
- b. In the event Customer effects maintenance, repairs, additions, adjustments, or alterations to the Equipment, Customer represents, warrants and agrees to use only L3Harris approved parts and procedures as directed by L3Harris for the operation of the Equipment. Note that

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the Customer makes such maintenance, repairs, additions, adjustments, or alternations at its own risk and such actions may cause Services to such Equipment to be excluded.

15. 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

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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.

16. FORCE MAJEURE.

L3Harris and Customer 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 Services, the affected Party shall promptly notify the other of the circumstances and the anticipated delay. Subject to prompt notification in writing of the reason for and likely duration of the delay, the performance of the Party's obligations, to the extent affected by the delay, shall be suspended during the period that the cause persists provided that Party 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 other Party may at any time thereafter, but in any event before resumption of obligations by the affected Party, by Notice terminate the affected portion of this Agreement.

17. 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.

18. 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.

19. JURISDICTION.

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

20. WAIVER OF JURY.



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By entering into this Agreement, L3Harris 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.

21. POINT OF CONTACT.

- a. Customer shall appoint two or more individuals to each be a Point of Contact who will interface between the Customer and its employees and L3Harris.
- b. Customer shall ensure each Point of Contact is an individual with sufficient technical expertise to be able to interact knowledgeably with L3Harris' technical support personnel.
- c. Names; contact information; and areas of specialty, if applicable, for each Point of Contact will be provided by Customer and attached as Attachment D ("Point of Contact and Notice"), to this Agreement.
- d. Customer shall provide Notice to L3Harris of any changes to Point of Contact information and shall submit a new Attachment D ("Point of Contact and Notice") within ten (10) business days of any significant modifications.

22. NOTICE.

Notices between the Parties shall be transmitted in writing by certified mail nationally recognized overnight courier service to the Parties at the addresses set forth in Attachment D ("Point of Contact and Notice") of this Agreement and shall be deemed effective upon receipt by the receiving Party. Either Party may change its address by giving Notice in writing thereof to the other Party.

23. WARRANTY.

- a. Any warranty provided outside this Agreement will take precedence for Equipment covered by such a warranty.
- b. SERVICE WARRANTY. ALL SERVICES PROVIDED THROUGH THIS AGREEMENT SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, L3HARRIS 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 OR ACCURACY, (B) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED TO NINETY (90) DAYS.
- c. CUSTOMER REMEDY. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY UNDER THIS AGREEMENT SHALL BE, AT L3HARRIS' OPTION, RE-PERFORMANCE OF THE SERVICES, TERMINATION OF THIS AGREEMENT, REMOVAL OF THE AFFECTED EQUIPMENT FROM THE EQUIPMENT LIST, REPLACEMENT OF THE EQUIPMENT AT ISSUE, AS APPLICABLE, CESSATION OR MODIFICATION OF THE APPLICABLE SERVICES AND RETURN OF THE PORTION OF THE SUPPORT FEES PAID TO L3HARRIS BY CUSTOMER FOR SUCH NON-CONFORMING SERVICES.
- d. REPAIR WARRANTY. ANY REPAIRED OR REPLACEMENT EQUIPMENT FURNISHED THROUGH SERVICES OF THIS AGREEMENT SHALL BE

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WARRANTED FOR THE REMAINING AND UNEXPIRED PORTION OF THE ORIGINAL WARRANTY PERIOD FOR THAT PART OR EQUIPMENT, OR NINETY (90) DAYS, WHICHEVER IS GREATER. ANY ORIGINAL WARRANTY PERIOD SHALL NOT BE EXTENDED. WHERE A FAILURE CANNOT BE CORRECTED BY L3HARRIS THROUGH COMMERCIALY REASONABLE EFFORTS, L3HARRIS WILL REFUND TO BUYER THE FEES PAID FOR THE REPAIRED OR REPLACED EQUIPMENT LESS DEPRECIATION.

- e. L3HARRIS MAY REPLACE OR REPAIR EQUIPMENT WITH NEW OR SUBSTITUTE PRODUCTS OR PARTS, AT ITS SOLE DISCRETION, BASED ON L3HARRIS' BUSINESS NEEDS.

24. LIMITATION OF LIABILITY.

- a. Nothing in this Agreement shall limit L3Harris' or its suppliers, agents, subcontractors, representatives' liability for personal injury or death caused by its negligence.
- b. The Parties' liability to each 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 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 each Party shall be cumulative and not per incident.
- c. Subject to the exceptions set forth in this Section, in no event shall either Party 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.

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

Representations concerning the distance at which usable radio signals will be transmitted and received by the Equipment supplied hereunder shall not be binding upon L3Harris unless reduced to a writing signed by an authorized representative of L3Harris and made a part of this Agreement. Radio systems are subject to degradation of service from natural phenomena and other causes beyond the reasonable control of L3Harris such as motor ignition and other electrical noises, and interference from other users assigned to the same or adjacent frequencies. L3Harris cannot be responsible for interference or disruption of Services 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 locations and installations. L3Harris may, at Customer's request and at Demand Services, investigate interference reported by Customer, and 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, L3Harris shall have no responsibility for the availability or adequacy of any such facilities or services.

26. INSURANCE.

L3Harris shall obtain and at all times during the Term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or

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companies authorized to do business in the State(s) in which Customer's facilities are located, 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 and evidenced by a Certificate of Insurance ("COI"), upon Customer's request.

27. SUBCONTRACTORS.

- a. L3Harris may subcontract Services in whole or in part. Should any subcontractor fail to perform, or their work otherwise proves unsatisfactory by L3Harris, L3Harris will arrange for continuing Services or Demand Services by qualified technicians for the duration of this Agreement.
- b. L3Harris shall not be liable for any work performed by a subcontractor, unless such subcontractor is performing work under L3Harris' direction and pursuant to a mutually executed agreement between L3Harris and the Customer.
- c. During the Term of this Agreement and continuing for a period of two (2) years after, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any Third-Party, any employee of L3Harris, or its subcontractors without the prior written authorization of L3Harris. This condition applies only to those employees of L3Harris or its subcontractors who are responsible for rendering Services under this Agreement. Customer shall not, however, be prohibited from employing any such person who contacts Customer on his or her own initiative and without any direct solicitation.

28. GENERAL.

- a. The failure of either Party to enforce any provision of this Agreement does not constitute a waiver of such provision and shall in no way affect the right later to enforce the terms and conditions. All waivers must be provided in writing by the Party waiving their rights under this Agreement.
- b. This Agreement cannot be amended, modified or any provisions waived orally. The Parties must execute an Amendment for any changes, amendments, or modifications to be effective.
- c. If any part or parts of this Agreement are held illegal, invalid, or unenforceable by any court or administrative body of competent jurisdiction, such determination shall not affect the legality, validity, or enforceability of the remaining parts of this Agreement which shall remain in full force and effect. Where available, the Parties shall use commercially reasonable efforts to agree upon a new stipulation resembling the invalid one in commercial purpose and effect.
- d. This Agreement may not be assigned by either Party without the consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the immediately preceding sentence, L3Harris may: i) assign all its rights, obligations and liabilities under this Agreement to any subsidiary or parent company; or ii) assign its rights to monies due or payable under this Agreement; provided, that, L3Harris shall provide Customer with Notice of any such assignment. L3Harris' assignment of monies due or payable under this Agreement will not relieve L3Harris of any obligations or responsibilities to Customer hereunder.

29. 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



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Parties. There are no conditions, understandings, agreements, representations or warranties expressed or implied, that are not specified herein.

IV. DEFINITIONS

1. **AMENDMENT.** Means a written order, signed by both Parties, that amends, modifies, or waives any terms and conditions and/or Services of this Agreement.
2. **BUSINESS HOURS.** Means the hours of 8:00 a.m. to 5:00 p.m. local time, Monday through Friday excluding, national, state, and local holidays. Local time and local holidays are based on where the Customer's site(s) are located.
3. **COMMENCEMENT DATE.** Means the date on which the Term of this Agreement begins as outlined in this Agreement.
4. **CONFIDENTIAL INFORMATION.** Means all pricing, software, technical, and IPR, commercial, financial, proprietary, trade secret, or other information and materials concerning the business and affairs of L3Harris.
5. **CRITICAL SPARES.** Means the Spare Parts a Customer is required to have on site at all times, as described in this Agreement and listed in Attachment C ("Critical Spares List").
6. **DEMAND SERVICES.** Means service requests beyond the scope of this Agreement. Demand Services may be performed for an additional cost, as determined by L3Harris. The installation, maintenance, repair, removal, reinstallation, and/or replacement of equipment not associated with the Services as defined in this Agreement shall be considered Demand Services. L3Harris has the right to reasonably refuse to provide Demand Services. Work performed outside of Business Hours may be considered Demand Services. Time lost or changes in the Services due to any delay caused by Customer's action or inaction may be considered Demand Services.
7. **DESIGNATED SYSTEM(S).** Means the L3Harris system(s) purchased by Customer and identified in Equipment List. The Designated System does not include excluded products or other systems to which the Designated System may be linked.
8. **DIAGNOSTIC FEE.** Means the fee that is charged if Customer disapproves charges to repair and/or replace Equipment upon L3Harris' determination for repair or replacement of Equipment, as per applicable service in Attachment B ("Service Description"). L3Harris will charge Customer a Diagnostic Fee based on the repair facility used and return the unrepaired Equipment to Customer.
9. **EMERGENCY CALLS.** Means calls received by L3Harris from Customer for Priority Technical Support (PTS) or Preferred Technical Support, as applicable, because of the Designated System being partially or completely off the air.
10. **EQUIPMENT.** Means the Hardware, Platform, software, and Designated System(s), for which Services are to be provided under this Agreement as identified exclusively and expressly outlined in the Equipment List attached to this Agreement as Attachment A ("Equipment List").
11. **EXCLUDED SERVICES.** Means the services specifically excluded in this Agreement as outlined within the Excluded Services of this Agreement, or other exclusions defined additionally in other parts of this Agreement.
12. **FORCE MAJEURE EVENT.** Means any event or circumstance or combination of events or circumstances that: i) is beyond the reasonable control of the affected Party; ii) could not have been mitigated, avoided, or prevented through the exercise of reasonable care and precautions; and iii) materially and adversely affects the performance by such Party of all or a part of its obligations



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under or pursuant to this Agreement. Force Majeure Events include but are not limited to acts of God, acts of government, war (declared or undeclared), insurrection, acts of terrorism, fires, severe weather, floods, earthquakes, epidemics, pandemics (including but not limited to COVID-19), quarantines, strikes, labor disputes, blackouts, embargoes, natural disaster, emergency conditions incompatible with safety or good quality workmanship, invasion, armed conflict or act of foreign enemy, blockade, revolution, rebellion, riot, civil commotion, sabotage; radioactive contamination or ionizing radiation; labor or material shortages that could not have been reasonably foreseen; any changes in law, including changes in tax laws; any lightning, hurricane, drought, tsunami, monsoon, tempest, storm, cyclone, volcano, mudslide, typhoon, tornado, or other unusually severe weather or act of nature; explosion or chemical contamination; any blight, famine, plague; any transportation accidents; suspension of flight operations due to inclement weather; delays of suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both L3Harris and its supplier, or any similar unforeseen event that renders performance commercially implausible.

13. **HARDWARE.** Means, collectively, the Terminals and Infrastructure Hardware.
14. **INFORMATION ASSURANCE VULNERABILITY MANAGEMENT (IAVM) ASSESSMENT.** Means an assessment made by an L3Harris security technician on the Equipment to determine if applicable IAVMs have been applied.
15. **INFRASTRUCTURE.** Means the i) Radio Frequency (RF) site (consisting of only a duplexer, combiner, multicoupler, channels, Internet Protocol (IP) channel routers with interface cards, Network Sentry, Unified Audio Card (UAC), and Mini-Mobility Exchange (MME); ii) the dispatch site (consisting of only IP consoles, IP console switches, IP console routers, IP console internal interface cards, and IP console power supplies; or iii) VIDA Core equipment (consisting of only the VIDA Core IP server, storage array, IP router, backup device, firewall, fault management data collection device, and network management pc interface). Infrastructure and respective quantities are specifically itemized in the Equipment List.
16. **INFRASTRUCTURE HARDWARE.** Means the equipment, goods, and materials for the infrastructure.
17. **L3HARRIS LICENSED PROGRAMS.** Means all L3Harris software programs and associated documentation nonexclusively licensed to Customer by L3Harris for use solely with the Designated System(s).
18. **NON-L3HARRIS INFRASTRUCTURE.** Non L3Harris Infrastructure may comprise of the following: microwave or data transport system components (such as microwave, fiber, multiplexors, and routers), logging recorders, timing receiving or generation systems, towers, tower top amplifiers, shelters, fences, landscaping, dehydrators, fuel tanks, alternating or direct current power systems (uninterruptible power supply (UPS), bi-directional amplifiers (BDAs), monitors, inverters, converters, generators, or feeds), heating ventilation air conditioning (HVAC), fire suppression, and/or other environmental monitoring or affecting systems. Non-L3Harris Infrastructure and respective quantities for which Services will be provided are specifically itemized in the Equipment List.
19. **ON-SITE CORRECTIVE MAINTENANCE.** Means investigation of a Customer-reported problem at Customer's location after remote diagnostics are made and repair or replacement of Equipment, if necessary, using Customer purchased Spare Parts.
20. **OPERATING SYSTEM PATCHES.** Means modifications made by vendors of Third-Party Software Products to address issues or provide Security Updates.



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21. **OPERATING SYSTEM PATCH DISTRIBUTION.** Means providing Operating System Patches to which the Customer is entitled under this Agreement for the Security Update Management Service (SUMS+), if applicable.
22. **PLATFORM.** Means the Infrastructure Hardware in combination with the operating system.
23. **POINT OF CONTACT.** Means the person(s) identified in this Agreement., as designated by the Customer. The Point of Contact will be the primary interface between Customer's employees and L3Harris.
24. **PREVENTIVE MAINTENANCE.** Means tests, checks, and alignment on Customer's Equipment to ensure that the Equipment meets the specifications of each Equipment's manual.
25. **RESPONSE TIMES.** Means the expected timeframe for L3Harris to respond to an unscheduled system problem or outage event as described in the applicable Attachment B ("Service Descriptions").
26. **SECURITY TECHNICAL IMPLEMENTATION GUIDE (STIG).** Means a methodology for standardized secure installation and maintenance of computer software and hardware.
27. **SECURITY UPDATES.** Means updates to software meant to mitigate, address and/or resolve product security vulnerabilities in system components offered by L3Harris. These updates include Vendor Patches and/or Vendor Work-Arounds. Third-Party Software Product remediations and security policy updates provided by VIDA Secure Sentry, as applicable.
28. **SECURITY UPDATE DISTRIBUTION.** Means providing Security Updates to which the Customer is entitled under this Agreement and the VIDA Secure Sentry Installation, as applicable.
29. **SERVICE(S).** Means Services to be provided by L3Harris, as identified and limited in the Section I. ("Scope"), Section II. ("Services"), and more specifically described in Attachment B ("Service Descriptions"), to be performed on Equipment identified on the Equipment List, as applicable.
30. **SOFTWARE RELEASE NOTES.** Means a set of notes provided by L3Harris detailing the contents of the Software Update or Operating System Patches, as applicable, and providing installation instructions, as applicable.
31. **SOFTWARE UPDATES.** Means L3Harris provided Software Updates for L3Harris Licensed Programs available for corrections, modifications, or minor enhancements to software for Equipment under this Agreement, including enhancements and/or corrections to existing features for the Equipment.
32. **SPARE PART(S).** Means additional parts required to complete repairs of the Equipment.
33. **SUMMARY REPORT.** Means communication to indicate action taken in a report to be provided to Customer within the frequency and intervals, and as exemplified under the applicable Attachment B ("Service Descriptions") for Services, or in another format as determined by L3Harris.
34. **SUPPORT FEES.** Means the amounts listed in Section II. ("Services") in USD.
35. **SYSTEM ADMINISTRATION.** Means maintaining the Unified Administration System (UAS) database of radio terminals authorized to operate on Customer's system by adding, deleting, and/or modifying radio terminals from UAS and initiate radio terminal Disable/Enable commands as necessary, and as requested by Customer.
36. **SYSTEM RELEASE.** Means a specific combination of Platform, software, and operating system.
37. **TAC.** Means the L3Harris Technical Assistance Center.



- 38. **TECH-LINK.** Means the technical information section of L3Harris’ web site. Access is restricted to authorized subscribers via a user ID and password login.
- 39. **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. Terminals and respective quantities are specifically itemized in the Equipment List.
- 40. **THIRD-PARTY(IES).** Means any entity other than L3Harris that provides products or services to Customer, whether managed by or processed through L3Harris.
- 41. **THIRD-PARTY SOFTWARE PRODUCTS.** Means software owned by a party other than L3Harris excluding Original Equipment Manufacturer software licensed by L3Harris to Customer as part of the software.
- 42. **THIRD-PARTY SUPPORT AGREEMENT(S).** Means Third-Party agreements provided by Third-Party to provide technical support for their Third-Party products whether hardware or software. These Third-Party Support Agreements allow for installation of Operating System Patches within the Designated System and are required in order for Customer to receive SUMS+, SMS, and VIDA Secure Sentry services, as applicable.
- 43. **VENDOR PATCHES.** Means software patches provided by Third-Party software vendors that mitigate, address and/or resolve issues with their provided software.
- 44. **VENDOR WORK-AROUNDS.** Means configuration and/or procedural changes provided by Third-Party software vendors that mitigate, address and/or resolve issues with their provided software.

Intending to be bound hereby, the Parties hereto have caused this Agreement to be executed, as of the latest date below, by the Parties’ duly authorized representatives.

L3HARRIS TECHNOLOGIES, INC.

DocuSigned by:

 By: 655EF1D741C4428
 Name: Jeremy Roe
 Title: Principal Contracts
 Date: 8/25/2022 | 1:07 PM PDT

CUSTOMER

By: _____
 Name: _____
 Title: _____
 Date: _____

DocuSigned by:

 61542069561440E...
 8/25/2022 | 2:36 PM PDT
 Samuel Biderwell,
 Deputy County Counsel

DocuSigned by:

 D3834BFEC1D8449...
 8/25/2022 | 2:55 PM PDT
 Gary Giboney
 Auditor Controller



ATTACHMENT A
EQUIPMENT LIST

Where applicable, the Designated System will be defined as the following L3Harris Infrastructure:

DESIGNATED SYSTEM

SYSTEM NAME	SYSTEM CLASSIFICATION
	Next Generation Public Safety Communications System P25

SITE LOCATIONS

QTY	DESCRIPTION
	County of Monterey, CA



ATTACHMENT B SERVICE DESCRIPTIONS

I. SECURITY UPDATE MANAGEMENT SERVICES (SUMS+)

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



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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.

III. 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 endeavour 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.

- a. 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.



ATTACHMENT C
CRITICAL SPARES LIST

NOT APPLICABLE



ATTACHMENT D
POINT OF CONTACT AND NOTICE

NOTICE TO L3HARRIS:

Name Alvin Koes
Title Dir., Technical Support Services
Address 221 Jefferson Ridge Parkway
Address Lynchburg, VA 24501

NOTICE TO CUSTOMER:

Name Kathryn Wells
Title Finance Manager III
Address 1590 Moffett Street
Address Salinas, CA 93905

L3HARRIS POINT OF CONTACT:

Name Alvin Koes
Title Director
Phone 434-455-9408
Expertise Technical Support & Eng.

CUSTOMER POINT OF CONTACT:

Name Eric A. Chatham
Title Chief Information Officer
 (831) 759-6920
Expertise Administration

Name John Jones
Title Assoc. Manager
Phone 434-455-9252
Expertise Technical Support

Name Steven Paxton
Title Information Technology
 Manager
Phone (831) 796-1463
Expertise Technical Support