



## SOFTWARE FX MAINTENANCE AGREEMENT

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

### 1. SCOPE OF AGREEMENT

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

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

### 2. DEFINITIONS

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

- A. "Contract" means the Agreement for the purchase of the Designated System(s).
- B. "Current Software Release Levels" means the most recent Software release announced by Harris as being commercially available. "Commercially available" does not include interim releases provided as emergency fixes or software released for beta test or noncommercial or similar purposes.
- C. "Designated System(s)" means the Harris system(s) purchased by Subscriber and identified in Exhibit A to this Agreement. The Designated System does not include Third Party Software Products. Excluded Products or other systems to which the Designated System may be linked.
- D. "Enterprise Configuration" means a radio system level configuration that is capable of supporting large county, multi-county, regional or state wide installations.
- E. "Excluded Products" means third Party Products contained in the customer's system that were not sold by Harris to Subscriber.
- F. "Harris Licensed Programs" means all Harris Software programs and associated documentation nonexclusively licensed to Subscriber by Harris for use solely with Subscriber's Designated System.
- G. "Harris Software Updates" means any commercially available corrections, modifications or enhancements to the Licensed Programs generally released and/or provided by Harris.

- H. "Harris Network Solutions Provider" (NSP) means an entity authorized by Harris to sell certain Harris products and systems as an authorized NSP in accordance with the provisions of a NSP Agreement between Harris and such person or entity.
- I. "IAVA" Information Assurance Vulnerability Alert. An IAVA is an announcement of a computer application software or operating system vulnerability notification in the form of alerts, bulletins, and technical advisories identified by DoD-CERT, a division of the United States Cyber Command.
- J. "Optional Feature" means those Harris Software features, not currently contained in the Subscriber's Designated System, available for Current Software Release Levels that are available to Subscriber at an additional cost.
- K. "Product Vulnerability Alerts" (PVAs) means security vulnerabilities reported against a product supplied by the Seller. Notifications of these PVAs are obtained from multiple sources; governmental, vendor, independent and open source databases.
- L. "PVA Evaluation" means the Seller's process for evaluation of a potential Product Vulnerability Alert affecting products provided by the Seller.
- M. "RCE" means Harris's Regional Centers of Excellence. RCEs are Harris master distributors of all Harris land mobile radio products and services.
- N. "STIG" means Security Technical Implementation Guide. A STIG is a methodology for standardized secure installation and maintenance of computer software and hardware
- O. "Security Updates" means software updates that mitigate, address and/or resolve product security vulnerabilities in system components offered by the Seller. These updates may include Vendor Patches and/or Vendor Work-Arounds.
- P. "Security Update Distribution" means the Seller providing Security Updates to which the Subscriber is entitled under the terms of this Agreement, affecting components of the Subscriber's Designated System as defined in Exhibit A.
- Q. "Software Updates" means all Harris provided software updates to either Harris designated SW system components or SUMS Software updates.
- R. "SUMS" means Harris's Security Update Management Service. Harris's automated patch management system that provides periodic, security-related software updates.
- S. "SUMS Software Updates" means periodic, security-related software, including but not limited to, operating system updates, antivirus signatures, and other security related Windows-based 3rd party updates (Adobe, Java, Flash).
- T. "Tech-Link" is the technical information section of Harris's web site. Access is restricted to authorized subscribers via user ID and password login.
- U. "Third Party Software Products" means software owned by a party other than Harris Corporation.
- V. "Vendor Patches" means software updates provided by third-party software vendors that mitigate, address and/or resolve PVA(s).
- W. "Vendor Work-Arounds" means configuration and/or procedural changes provided by third-party software vendors that mitigate, address and/or resolve PVA(s).



### 3. HARRIS SOFTWARE UPDATES

- A. Harris Software Releases Included. With respect to each Licensed Program, and subject to the conditions of this Agreement, Harris will provide the Software Updates described below during the term of this Agreement. All Updates shall be shipped to Subscriber's Software FX contact designated in Exhibit A of this Agreement via protective packaging containing a quantity of programmed Software media (e.g., Proms, Tapes, Compact Discs or DVDs) necessary for Subscriber to fully implement the Software Updates within its Designated System. In addition, each shipment of Software Updates shall contain at least one set of Software release notes detailing the contents of the Software Update and providing installation instructions.
- i. Software Updates Upon Enrollment. As determined by the system audit described in Section 6.A.i. of this Agreement, Harris shall provide to Subscriber the Software Updates needed, if any, to bring the Licensed Programs within Subscriber's Designated System up to Harris's Current Software Release Levels. Such Updates will be provided at no additional cost to Subscriber provided Subscriber has enrolled in the Software FX program within the enrollment deadline specified in Section 9.A of this Agreement.
- ii. Subsequent Software Updates. During the term of this Agreement and subject to Subscriber's performance of its obligations, Harris shall provide to Subscriber Software Updates, released by Harris subsequent to Subscriber's enrollment in Software FX, for the Licensed Programs contained within Subscriber's Designated System. Such subsequent Software Updates may include:
- a. Enhancements and/or corrections to existing features for all Designated System backbone components and/or radios;
- b. New features or improvements to existing features implemented via the system components already contained within Subscriber's Designated System.
- B. System Level Release Documentation: Prior to the general release of a major system release by Harris for Harris Licensed Programs, Harris shall make available a system level release document announcing the impending release, and detailing its contents and impact, if any, on any other Harris hardware or Software components. Subscriber acknowledges that older hardware may not have sufficient capacity for the operation of the Software Updates. NOTHING IN THIS AGREEMENT OR OTHERWISE REQUIRES HARRIS EITHER TO DESIGN UPDATES THAT REMAIN COMPATIBLE WITH DESIGNATED SYSTEM HARDWARE OR TO PROVIDE ADDITIONAL HARDWARE UNDER THIS AGREEMENT, AND SUBSCRIBER WAIVES ANY SUCH DUTY OR OBLIGATION BY HARRIS.

### 4. HARRIS SECURITY UPDATE MANAGEMENT SERVICE

- A. Security Update Distributions Inclusions. Subject to the conditions of this Agreement, Seller will provide periodic SECURITY UPDATES described below during the term of this Agreement. All SECURITY UPDATES shall be provided to Subscriber's contact designated in Exhibit A. SECURITY UPDATES shall contain software necessary for the Subscriber to fully implement the Security Update within the Designated System and at least one set of Software release notes detailing the contents of the SECURITY UPDATES and providing installation instructions.
- i. Security Updates Upon Enrollment. As determined by the system audit described in Section 6.A.i. of this Agreement, Seller shall provide to Subscriber the SECURITY UPDATES needed, if any, to bring the Licensed Programs within Subscriber's Designated System up to Seller's current security software

release levels. Such updates will be provided at no additional cost to Subscriber provided Subscriber has enrolled in the Software FX program within the enrollment deadlines specified in this Agreement.

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

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

**B. SUMS PRODUCT Features Summary.**

- a. The Seller will use reasonable efforts to monitor pertinent governmental, vendor, independent and open source databases for PVAs, IAVAs, STIGs and for any subsequent resolutions that affect products provided by the Seller that are part of the Subscriber's Designated System.
- b. The Seller will make every reasonable effort to verify that the PVA, IAVA, and STIG resolutions, Vendor Patches and/or Vendor Work-Arounds, do not adversely affect the Seller's stated performance of the Subscriber's Designated System.
- c. The Seller will provide Security Update Distributions to the Subscriber at periodic intervals targeting monthly releases. The interval shall be determined solely by the Seller. More frequent Security Update Distributions may be required to address urgent product security vulnerabilities. Security Update Distributions on other than a bi-monthly basis do not constitute a contractual default by the Seller.
- d. The Seller will provide Security Update Distributions in a means suitable for use on the target devices of the Subscriber's Designated System. Optional On-Site Support Services may be contracted by the Subscriber, outside of this Agreement, through the Seller or the Seller's RCE or Network Solutions Provider or designated local service provider as set forth in Section 6.A.iv.
- e. Prior to the general release by Seller of any Security Updates, Seller shall make available a SUMS PRODUCT release document announcing the impending release, and detailing its contents and impact, if any, on any other Seller hardware or Software components. Subscriber acknowledges that older hardware may not have sufficient capacity for the operation of the Software Updates. NOTHING IN THIS AGREEMENT OR OTHERWISE REQUIRES SELLER EITHER TO DESIGN UPDATES THAT REMAIN COMPATIBLE WITH DESIGNATED SYSTEM HARDWARE OR TO PROVIDE ADDITIONAL HARDWARE UNDER THIS AGREEMENT, AND SUBSCRIBER WAIVES ANY SUCH DUTY OR OBLIGATION BY SELLER.
- f. The Seller will provide with each Security Update Distribution a Security Release Notes document. This document will detail the PVA resolutions and/or mitigation addressed by this release, installation and installation recovery procedures and software and hardware compatibility information where applicable.
- g. Automated Security Update Distribution Services. The Seller will provide a means of automating the distribution of Security Updates to the target devices within the Subscriber's Designated System. Subscriber shall be responsible for providing the necessary hardware and licenses to run the automated distribution of Security Updates. This hardware shall be part of Subscriber's



Designated Harris System or purchased at Subscriber's expense from Seller prior to the initialization of this Software FX Agreement. As set forth in Section 9.C. of this Agreement, it shall be the Subscriber's responsibility to complete the security update process on the target devices (e.g. rebooting the target devices) following the Patch Application instructions in the Release Notes accompanying each Security Update Distribution. Optional On-Site Support Services may be contracted by the Subscriber, outside of this Agreement, through the Seller or the Seller's RCE or Network Solutions Provider or designated local service provider as set forth in Section 6.A.iv.

- h. **Assessment Reporting.** For those PVAs monitored by the Seller as stated in Section 4.B.h. , the Seller will provide responses assessing the affects of the monitored PVAs on the LMR system and stating Seller's recommendations for required actions. Access to the PVA assessments will be granted through Tech-Link, a restricted web site maintained by the Seller. The Seller does not guarantee assessment response time, but will make reasonable efforts to provide timely assessment responses.

## **5. SOFTWARE RELEASES NOT INCLUDED**

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

## **6. SOFTWARE SERVICES INCLUDED**

- A. **Services Included.** Subject to the terms and conditions of this Agreement and Subscriber's compliance therewith, Harris will provide to Subscriber the services described below.
  - i. **System Configuration Baseline and Documentation Update.** As part of the initial enrollment process for Software FX, Harris may deem it necessary to conduct a system audit of Subscriber's Designated System(s) to be covered under this Agreement. If said audit is required, Harris, or its RCE or Harris Network Solutions Provider will conduct the audit. This audit will be used to verify Subscriber's first-year Software FX Fee and to determine the Software release levels for Licensed Programs contained within Subscriber's System at the time of enrollment, together with any hardware updates necessary to accommodate Software Updates.
  - ii. **Installation Phone Support.** Subscriber's Software FX subscription shall include telephone support by Harris's Technical Assistance Center (TAC) personnel with respect to the installation of Software Updates. Such support will be available during Harris' normal business hours (8:00 a.m. to 5:00 p.m. Eastern Standard Time Monday through Friday, excluding holidays) and for a period of ninety (90)

days from the date the Software Update is released to Subscriber. After-hours emergency support will be available through Harris optional System Maintenance services at prices then in effect, provided that Subscriber is in compliance with the terms of this Agreement.

- iii. Upgrade Planning. If Subscriber is in compliance with the terms of this Agreement and its Designated System is classified as an Enterprise Configuration, Harris, or its RCE or Network Solutions Provider, shall provide an annual consultation service to review Harris' planned Software releases and evaluate the operational and financial impact such releases may have on Subscriber's Designated System. If Subscriber is in compliance with the terms of this Agreement and its Designated System is classified below an Enterprise Configuration, upgrade planning is not included within the terms of this Agreement but can be obtained from Harris at the rates then in effect for such service.
- iv. On-Site Services. Initial Installation Services are optionally available, outside of this Agreement, through the Seller, the Seller's RCE or Network Solutions Provider, or a designated local service provider provided that Subscriber is in compliance with the terms of this Agreement.
- v. Tech-Link. Tech-Link is the restricted access, technical information section of Seller's web site. Seller will provide FX subscribers access, via user ID and password authorization, to FX and SUMS release documentation and downloadable distribution media. Seller will also provide additional authorization to allow subscribers to view PVA, IAVA, and STIG assessment recommendations described in Section 4.B.i.

## **7. SOFTWARE SERVICES NOT INCLUDED**

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

- i. Hardware Upgrades. In the occasional event that a Software Update released requires a corresponding hardware change, Subscriber will need to purchase separately the compatible hardware required. Harris will endeavor to notify Subscriber in advance via the system level release documentation or, if applicable, via Software FX's upgrade planning service of any hardware changes needed in order to implement a Software Update. No such notice will be given for Third Party Software Updates or Excluded Products, and no hardware upgrade may be available.
- ii. Software Update Installation. Installation of Software Updates for terminal products, Software Updates for infrastructure, and Security Updates by Seller are not included, but such installations may be obtained from Seller, or its RCE or Network Solutions Provider, at the rates then in effect for such service, provided that Subscriber is in compliance with the terms of this Agreement.
- iii. Optional Support Services. Other Software support services Subscriber may require, including, but not limited to, training, customized software programming or troubleshooting through Seller's Technical Assistance Center are outside the scope of this Agreement but may be obtainable through other programs offered by Seller.

## **8. SOFTWARE DISTRIBUTION AND INSTALLATION**

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



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

## 9. CONDITIONS FOR SERVICE

- A. Enrollment Deadline. Subscriber agrees to enroll in Software FX no later than sixty (60) days after the earlier of: (i) the first expiration date of the warranty provided by Harris for any component of Subscriber's Designated System, or (ii) the first expiration date of the warranty provided by Harris for any of the Software within Subscriber's Designated System. If either such warranty already has expired when Subscriber is first offered the Software FX Program, Subscriber will be given a 60-day grace period in which to enroll in Software FX. A Subscriber meeting the enrollment deadline will receive, at no additional charge as described in Sections 3.A.i. and 4.A.i of this Agreement; the Software Updates needed to bring its Designated System up to Harris's Current Software Release Levels to the extent the Designated System hardware is compatible with such Software Updates.
- B. Subscriber Contact. Seller requests that Subscriber identify its Subscriber Contact in Exhibit A. Subscriber shall designate a person with sufficient technical expertise to be able to interact knowledgeably with Seller's technical support personnel. To the maximum extent practicable, Subscriber's communications with Seller (with regard to the Software Updates provided under this Agreement) should be through the Subscriber Contact.
- C. Installation. Subscriber agrees to properly install the Software Updates provided by Seller in order of receipt from Seller. Subscriber understands that Software support provided by Seller is limited to Seller's Current and current minus 1 Software Release Levels of Licensed Programs for the Designated System.
- D. Media Labeling. Subscriber agrees that if it makes copies of any Software Update supplied by Harris, for backup purposes, Subscriber will reproduce any copyright notice and/or proprietary notice appearing on and/or in such Update and will label all copies with all information, including part numbers and revision levels, provided on the set of media provided by Harris. Nothing herein grants Subscriber any right to sublicense any Software or to distribute copies to any other person, and such sublicensing and distribution is expressly prohibited.
- E. No Modification of Software. Subscriber agrees not to modify, enhance or otherwise alter any Software unless specifically authorized in the user documentation provided by Harris with such Software Update or unless the prior written consent of Harris is obtained. Under no circumstance shall Subscriber create or permit the creation of any derivative work from any Software or the reverse engineering or replication of any Software.
- F. Harris's obligations under this Agreement are conditional upon Subscriber's compliance with the terms of this Agreement and any Contract then in effect between Harris and Subscriber.
- G. Delegation of Authority. The Subscriber hereby delegates, grants, and assigns to Seller, acting as the Subscriber's agent or to a person or entity authorized by Seller, all approval rights relating to the selection of Vendor Patches. All approvals given to third-party vendors by the seller acting as the subscriber's agent under the terms of this AGREEMENT shall be deemed as being granted by the Subscriber.

## 10. FEES, TERMS OF PAYMENT & TAXES

- A. SOFTWARE FX Fee. Subscriber agrees to pay Harris or its RCE an annual Software FX Fee, in the amount set forth in Exhibit A to this Agreement, plus taxes pursuant to Subsection E below, for Software FX services provided during the term as defined in Exhibit A. Subsequent years' Software FX Fees,

beyond Subscriber's first-year fee are specified in Exhibit A. Any modifications to the Software FX Agreement or Fees shall be mutually agreed upon by an Amendment to the Contract. Any significant changes made to Subscriber's Designated System(s) configuration will be reflected in the following year's Software FX Fee. If Harris's rates for Software FX should increase, Subscriber will be notified in writing of any such increases at least one hundred twenty (120) days prior to the end of Subscriber's yearly Software FX period then in effect.

- B. Other Charges. Subscriber understands that if it chooses to delay its enrollment in Software FX beyond the deadline described in Section 9.A. of this Agreement, Subscriber will need to license, at the applicable fees then in effect, the initial Software Updates needed to bring its System up to Harris's Current Software Release Levels, as well as any hardware which may be required to accommodate such Updates.
- C. Due Dates. As provided in Exhibit A, the annual price of Subscriber's first-year Software FX Fee is \$0.00. Subscriber's second-year Software FX Fee will be invoiced sixty (60) days prior to commencement of the second year of this Agreement. Payment will be due thirty (30) days from the date of the invoice. Subscriber's subsequent years' Software FX Fees will be automatically invoiced sixty (60) days prior to the commencement of the subsequent year's term. Payment of all amounts due is a condition precedent to Harris providing any future Software Updates or other services.
- D. Taxes. In addition to all fees specified herein, Subscriber shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Subscriber, unless Subscriber shall otherwise furnish Harris with a tax-exemption certificate acceptable to the applicable taxing authorities.
- E. Discontinuance. Subscriber understands that if Subscriber discontinues and then subsequently resumes participation in the Software FX Program, Subscriber will be required to pay a re-entry fee for any benefits provided to Subscriber upon re-entry to the Software FX Program plus the Software FX Fee for the term then commencing.

## 11. TERM & TERMINATION

- A. Software FX services will be provided by Harris to Subscriber for an initial one-year term at no cost to the Subscriber, as defined in Exhibit A to this Agreement, and thereafter on a year-to-year basis as provided through May 14, 2022 herein, subject to prior payment in full of all outstanding fees and charges at the time of renewal and compliance with the provisions of this Agreement.
- B. Harris shall have the right to suspend or terminate this Agreement upon thirty (30) days' prior written notice if Subscriber fails to pay any fees or charges due hereunder or if Subscriber commits any other breach of this Agreement or commits any breach of any applicable Software license Agreement for any Licensed Program being supported under this Agreement, any contract between Subscriber and Harris or any other obligation of Subscriber to Harris or any of its affiliates.
- C. Subscriber shall have the right to terminate this Agreement, or any extension of this Agreement, without cause, with a thirty (30) written notice, or with cause immediately. If Subscriber terminates this Agreement, Harris will nonetheless fulfill its software maintenance and update obligations, as established by this Agreement, for the remainder of the year in which Subscriber terminates.
- D. Harris shall have the right to discontinue providing Software FX services (including Updates) for any Licensed Program supported under this Agreement. Software Updates may be discontinued at any time at Harris's discretion. Other services shall not be discontinued without at least ninety (90) days' prior written notice by Harris to Subscriber. Notwithstanding any other provision of this Agreement, as Subscriber's sole and exclusive remedy Harris will provide a pro-rata refund of Subscriber's annual



Software FX Fee if Harris elects to discontinue providing Software FX services for any Licensed Program supported under this Agreement.

- E. Except as provided in Section 11.D above, under no circumstances shall any fees paid pursuant to this Agreement be refundable once paid by Subscriber, Harris will nonetheless fulfill its software maintenance and update obligations, as established by this Agreement, for the remainder of the year in which Subscriber terminates.

## **12. LIMITATION OF LIABILITY**

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

## **13. GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed by and interpreted under the laws of the State of California. Venue of litigation arising under this Agreement shall be in the Superior Court of California for Monterey County.

## **14. NOTICES**

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

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

- A. This Agreement contains the entire and only Agreement between the parties concerning the subject matter hereof, and all prior representations and understandings in connection with the subject matter hereof are superseded and merged herein, and any representation or understanding not incorporated herein shall not be binding upon either party. Amendment of this Agreement shall occur only by written amendment, executed by both parties.
- B. This Agreement shall not become effective until signed on behalf of Harris by one of its officers or by an executive duly authorized by Harris's Vice President. No change, modification, ratification, rescission, or waiver of this Agreement or any of the provisions hereof shall be binding upon Harris unless made in writing and signed on its behalf in like manner.
- C. HARRIS DOES NOT ASSUME ANY OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THE SOFTWARE OR SERVICES OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT, AND DOES NOT AUTHORIZE ANY PERSON (INCLUDING HARRIS'S RCES OR SUBCONTRACTORS OR SUPPLIERS) TO ASSUME FOR HARRIS ANY OTHER OBLIGATIONS OR LIABILITIES.

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

Subscriber:

MONTEREY COUNTY

*Jim Chatham*

Interim Director of Information Technology

Dated:

*3/20/17*

Approved as to Fiscal Provisions:

*[Signature]*

Deputy Auditor/Controller

Dated:

*2/23/17*

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

*Rebecca M. Quince*

Deputy County Counsel

Dated:

*Feb 13, 2017*

Harris Corporation

By:

*Andrew Wilson*

Contracts Manager

Andrew Wilson, Contracts Manager

Printed Name and Title

Dated: 1/27/17

By:

*Lori Rodriguez*

Contracts Manager

Lori Rodriguez, Contracts Manager

Printed Name and Title

Dated: 1/27/17



## EXHIBIT A Designated System

### 1. Term of SOFTWARE FX Agreement

The services, as described in the SOFTWARE FX Agreement to which this Schedule A is attached, will be provided for the initial period beginning May 15, 2017 and ending May 14, 2022.

### 2. Designated System.

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

System Name	System Classification	System Location
Next Generation Public Safety Communications System	P25	County of Monterey, CA

### 3. SOFTWARE FX Fees

The annual SOFTWARE FX Fee for the above Designated System(s) shall be the following:

SR10.A Post Final Acceptance	Annual Price
Year 1 (Warranty) May 15, 2017 – May 14, 2018	\$0.00
Year 2 May 15, 2018 – May 14, 2019	\$109,000.00
Year 3 May 15, 2019 – May 14, 2020	\$109,000.00
Year 4 May 15, 2020– May 14, 2021	\$109,000.00
Year 5 May 15, 2021 – May 14, 2022	\$109,000.00
<b>Total Price</b>	<b>\$436,000.00</b>

### 4. Designated Subscriber Contact(s)

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

Contact's Name:	Steven G. B. Paxton
Company Name:	Information Technology Department, County of Monterey
Title:	Radio Manager
Address:	855 East Laurel Dr., Bldg D
(Do not use P.O. Boxes)	Salinas, CA 93905
Telephone:	831-796-1463
Email:	<a href="mailto:paxtons@co.monterey.ca.us">paxtons@co.monterey.ca.us</a>

This Schedule A is agreed to by:

Seller:	Subscriber Name:
Harris Corporation	County of Monterey, CA
Communication Systems Segment	168 W. Alisal
221 Jefferson Ridge Parkway	Salinas, CA 93901
Lynchburg, VA. 24501	