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**Purchasing Contact**

**Name:** Eric Petersen  
**Account:** Siskiyou County CA Sheriff's Office  
**Address:** 305 Butte Street  
**City, State:** Yreka, CA 96097  
**Phone:** (530) 842-8281  
**Email:** epetersen@co.siskiyou.ca.us  
**Project Name:** Siskiyou County Sheriffs Office PC's / Server Upgrade  
**Requested Install Date:**

**Quote Number:** Q-13631  
**Quote Date:** 2/3/2022 11:41 AM  
**Quote Valid Through:** 6/3/2022  
**Prepared By:** David Bremson

CONSOLE (OPERATOR) POSITION  
 HARDWARE/SOFTWARE

Item #	Qty	Model Number	Description	Unit Price (USD)	Net Price (USD)
1	3.00	ACC-CPU-DT-WIN10	PC for Scout Console Packages, Dual NICs, MS Windows 10 Professional 64 bit OS	\$1,953.00	\$5,859.00
			<b>Subtotal</b>		<b>\$5,859.00</b>

GATEWAYS AND ENDPOINT  
 HARDWARE/SOFTWARE

Item #	Qty	Model Number	Description	Unit Price (USD)	Net Price (USD)
2	2.00	ACC-CPU-STD-2019	1 Rack Unit (1RU) Server Solid State hard drive, Windows 2019 Server OS, TPM 2.0. Requires additional package for monitor, keyboard, etc. (DISP-XXXX)	\$6,073.00	\$12,146.00
			<b>Subtotal</b>		<b>\$12,146.00</b>

<b>Console Equipment, Software, &amp; Licensing Total:</b>					<b>\$18,005.00</b>
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SERVICES PROVIDED DURING THE  
 WARRANTY PERIOD

Item #	Qty	Model Number	Description	Price Each (USD)	Extended Price (USD)
3	1.00	SCOUTCARE-T1-WARRANTY	ScoutCare Tier 1 services provided during the one year warranty period only. Includes Software Maintenance, Remote Support, and Training.	\$0.00	\$0.00
4	1.00	SCOUTCARE HW - WARRANTY	Hardware repair services provided during the one year warranty period.	\$900.25	\$0.00
					<b>\$0.00</b>

Avtec products include a 12-month warranty. The warranty covers hardware repairs, software defect fixes, and includes the ScoutCare program of Software Maintenance, Business hours remote support, 24x7 emergency support, and Technical Training. After the warranty period, Customer may renew ScoutCare and as an additional add-on ScoutCare HW.

SHIPPING, HANDLING, AND INSURANCE

Item #	Description	Price Each (USD)	Extended Price (USD)
5	SHIPPING, HANDLING, AND INSURANCE	\$111.00	\$111.00

PROFESSIONAL SERVICES AND EXPENSES

Service Type	Net Price (USD)
Professional Services	\$4,340.00

<b>Shipping and Professional Services Subtotal:</b>	<b>\$4,451.00</b>
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<b>Grand Total:</b>	<b>\$22,456.00</b>
<i>Prices shown in USD. Taxes Not Included</i>	

Year 1

Item #	Qty	Model Number	Description	Unit Price (USD)	Net Price (USD)
1	1.00	SCOUTCARE-HARDWARE	ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare is a prerequisite for the Hardware Option to become effective.	\$900.25	\$0.00
					<b>\$0.00</b>

Year 2

Item #	Qty	Model Number	Description	Unit Price (USD)	Net Price (USD)
2	1.00	SCOUTCARE-HARDWARE	ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare is a prerequisite for the Hardware Option to become effective.	\$900.25	\$900.25
					<b>\$900.25</b>

Year 3

Item #	Qty	Model Number	Description	Unit Price (USD)	Net Price (USD)
3	1.00	SCOUTCARE-HARDWARE	ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare is a prerequisite for the Hardware Option to become effective.	\$900.25	\$900.25
					<b>\$900.25</b>

Year 4

Item #	Qty	Model Number	Description	Unit Price (USD)	Net Price (USD)
4	1.00	SCOUTCARE-HARDWARE	ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare is a prerequisite for the Hardware Option to become effective.	\$900.25	\$900.25
					<b>\$900.25</b>

Year 5

Item #	Qty	Model Number	Description	Unit Price (USD)	Net Price (USD)
5	1.00	SCOUTCARE-HARDWARE	ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare is a prerequisite for the Hardware Option to become effective.	\$900.25	\$900.25
					<b>\$900.25</b>

<b>Grand Total Including ScoutCare:</b>	<b>\$26,057.00</b>
<i>Prices shown in USD. Taxes Not Included</i>	

ScoutCare covers software maintenance, support services, and training. ScoutCare HW is a separate maintenance plan that provides no cost repairs on Avtec equipment and is only available if the software maintenance plan is purchased. Any ScoutCare coverage contracted at time of System purchase will guarantee no increase in price for the years covered. If ScoutCare coverage lapses, renewal requires a reinstatement fee.

**Commercially reasonable efforts have been made to determine end user functionality and exact configuration requirements. Customer is responsible for reviewing and validating configuration. Change orders will be processed for additional out-of-scope material and labor, or other required deviations from quotation.**

Notes

## QUOTE TERMS AND CONDITIONS

### Terms and Conditions of Offer

- This proposal is based on the requirements provided by the customer. We reserve the right to correct mathematical or other errors in the quotation.
- Final Acceptance of Sales Orders by Avtec, LLC. are subject to approved credit.
- Execution of a Statement of Work (SOW) is required prior to order acceptance, except for product purchases without services that are purchased under an existing Master contract executed by the customer.
- Change Orders must be processed for additional out-of-scope material and labor, or other required deviations from quotation.
- All quotations purchased under NASPO ValuePoint, GSA, or other Master Supply Agreement are subject to the applicable contract's terms and conditions and supersede any conflicting terms listed here.
- NASPO ValuePoint quotations that include Avtec on-site services include 2 labor days per person/per trip for travel to and from the site of performance.
- For any quotations specifying "Prepaid & Add" (PPD&ADD), Avtec pays the transportation charges and adds the charges to the invoice for reimbursement from the Customer.
- Customer shall pay all amounts due Avtec under this Agreement without deduction or offset in United States dollars (USD) by either (i) direct transfer of immediately available funds to Avtec's bank account designated by Avtec from time to time, or (ii) by delivery to Avtec of Customer's check drawn on a bank domiciled in the United States and backed by sufficient funds. Without limiting the generality of the foregoing, in no event may any payment due Avtec be made by credit card without prior express written authorization of Avtec.
- Software licenses purchased to expand an existing system with expired ScoutCare are ineligible for software defect fixes or ScoutCare services, unless ScoutCare is reinstated on the existing System. Contact Sales for additional information.

### Taxes, Credit, Warranty, ScoutCare Pricing, and Returns

- **All sales/use taxes and duties are the responsibility of the customer. Quoted prices are exclusive of sales and use taxes.**
- Customer must self-remit use taxes and duties to the proper authorities, excepting Avtec will assess and remit sales and use taxes for Customer's convenience in the following states: AL, AR, AZ, CA, CO, CT, FL, GA, HI, IL, IN, KS, KY, LA, ME, MN, MO, NJ, OK, SC, SD, TN, TX, VA, VT, WA and WI, unless a valid exemption certificate is provided in a timely fashion.
- Where the Customer is required to withhold taxes and duties from payments to Avtec, the Customer is responsible to notify Avtec and to work with Avtec to define method of tax and duty representation on the quote.
- If outstanding payments are past due, no additional credit or services will be extended to the Customer until all past due amounts have been received in full.
- Avtec products include a 1 year hardware and software warranty as well as 1 year of ScoutCare maintenance. ScoutCare starts at system acceptance when Avtec performs implementation services, or 90 days after shipment if customer performs implementation services. See warranty terms for more details.
- Software licenses purchased to expand an existing system with expired ScoutCare are ineligible for software defect fixes or ScoutCare services, unless ScoutCare is reinstated on an existing system. Contact Sales for additional information.
- ScoutCare pricing on this quotation will be honored as a multi-year contractual commitment (up to 4 years from warranty expiration) when executed as part of the original system purchase. The cost for additional years is not included in the Grand Total. Payment may be made at time of initial sale, or annually prior to the expiration of each coverage period. ScoutCare is non-cancellable.
- Hardware returned for reasons other than defects incur a 25% restocking fee. Returned items must be in unused condition and in original packaging. Customer is responsible for return shipping, insurance, and transport charges. Software licenses can only be returned if determined to be materially defective under the terms of the license agreement.

### Notes and Design Assumptions

Customer accepts responsibility to procure, configure, install, terminate and test all networking infrastructure and cabling, meeting the supplied Scout specifications, unless otherwise stated in the Scope of Work.

Notice: This system has been configured for IP recording only. In the event analog recording is desired, additional Outpost gateways may be required. Scout supports multiple vendors' radio, telephony, and logging recorder systems via a direct IP interface, with varying capabilities. Visit [www.avtecinc.com/scout/integration](http://www.avtecinc.com/scout/integration) for more information.

**Siskiyou County CA Sheriff's Office  
STATEMENT OF WORK**

This Statement of Work ( the "SOW") is effective as of the date of the last signature hereto (the "Effective Date"), and is entered into by and between Avtec, LLC. ("Avtec") and Siskiyou County CA Sheriff's Office ("Customer"), pursuant to Proposal Q-13631 entered into by and between Avtec and Customer on ("Agreement"), all terms of which are hereby incorporated herein by reference. Avtec and Customer may be referred to individually as "Party" and collectively as the "Parties."

**1. Avtec Project Name: Siskiyou County Sheriffs Office PC's / Server Upgrade.**

**2. Description of Services**

Avtec shall provide equipment, software, licensing and services to install a Scout dispatch console system in accordance with the Sales Quotation. Services to include project management, system staging, equipment installation, testing, cutover, optimization, and operator training. A table defining which Party has responsibility for various aspects of the Project is attached hereto as **Exhibit A (Products and Services)**.

**3. Payment and Milestones**

The Products and Services will be provided on a Fixed Price basis in accordance with the Sales Quotation. Avtec shall submit single line invoices to Customer that contain the full Product cost, shipping and applicable sales/use tax pursuant to the terms of this SOW. The total price, not including taxes, is \$22,456.00. The total price shall be invoiced to Customer in accordance with the following milestones:

PROJECT MILESTONES	Fee (US\$)
(100% of Hardware, Software, Licensing, and Shipping) Upon shipment of equipment to the "Ship To" location identified on the Purchase Order Net 30 days from invoice date.	\$18,116.00
(Professional Services) Upon System Acceptance Net 30 days from invoice date.	\$4,340.00
<b>TOTAL</b>	<b>\$22,456.00</b>

1. PO must reference these milestone payments to be accepted by Avtec.
2. If Customer does not issue purchase orders within its ordinary course of business, signing this SOW authorizes Avtec to begin work as outlined in the Sales Quotation and in this SOW. Customer represents and warrants that the total contract amount has been approved and appropriated for this project by its respective trustees, directors, and/or officers.

**4. Performance Period**

The term of the SOW shall commence on the Effective Date and end concurrently with system Acceptance.

**5. Location of Services**

Avtec will perform Services at both its factory and Customer's designated work site(s) as necessary to complete Services.

**6. System Acceptance Process**

"System Acceptance" means the date Customer issues a Certificate of Acceptance to Avtec pursuant to Section 7 of this SOW.

- (1) Evaluation by Customer. Upon delivery and installation of the Products, Customer and Avtec will jointly execute the test procedures outlined in the Acceptance Test Plan. Customer will make a determination as to whether the Products are in accordance with the applicable specifications of this SOW, and will deliver to Avtec a Certificate of System Acceptance (Exhibit C) or a written rejection. Issuance by Customer of its written acceptance of the Products will be deemed a final acceptance of the Products. Any notice of rejection must set forth in reasonable detail the basis for the rejection. In the event of a notice of rejection, Avtec will commence to modify, replace, or correct such non-conformity so that the acceptance criteria are satisfied in accordance to the Acceptance Test Plan.
- (2) Acceptance. Acceptance of the Product or the system shall be deemed to occur on the earlier of (i) the date on which Customer provides written acceptance to Avtec, or (ii) the date which is 30 days from the date of completion of the applicable Milestone, or (iii) Customer continues to use the Products in live production for a period of Thirty (30) days without issuing a Certificate of System Acceptance to Avtec. The Products will be deemed finally accepted and full payment of any outstanding monies owed must be paid in accordance with this SOW.
- (3) Warranty Period. The one (1) year warranty period starts on the first day after Cutover or the same day Customer uses the console system for normal dispatch operations, whichever comes first. Default language. OR  
The one (1) year warranty period starts upon system acceptance.
- (4) Technical Support Upon Acceptance. Avtec has agreed to provide 1 year of ScoutCare software maintenance which starts upon Customer's signing of the Certificate of System Acceptance. Prior to written system acceptance, Avtec technical support shall be limited to providing telephone assistance as necessary to cause the licensed Products to perform in accordance with its specifications. Customer is not entitled to bug fixes, patches, software updates, enhancements, new versions or releases until after written system acceptance and full payment of the total price stated in Section 3 of this SOW.

**7. Acceptance Test Plan**

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Upon completion of the Scout system installation, a visual inspection of the installation and an Acceptance test will be performed by an Avtec representative. It shall be witnessed by an authorized Customer representative. Each portion of the Acceptance Test will be marked as either pass or fail in the reasonable discretion of a Customer representative. When a portion of the test is marked passed, it will not be tested again unless effected by software update or change, and as such, the impacted portion of the passed test will be retested unless waived (in writing) by the Customer. Failed portions will be corrected and then retested. Any failed portions that are not critical to live dispatch operations will be added to a punch list of action items to be corrected after final acceptance and will not affect Customer's signing of the Certificate of System Acceptance. The Certificate of System Acceptance shall be executed by both Avtec and Customer upon completion of the Acceptance Test. Upon execution of the Certificate of System Acceptance, Customer agrees to pay in full any unpaid monies owed Avtec under this SOW.

**8. Change Order Management**

Customer may, at any time by a written order attached hereto as Exhibit B (Change Order), request changes to the general scope of the Services covered by this SOW (a "Change Order"). Avtec must agree to the change in scope and will provide additional pricing and quotes as necessary to meet change request. Each such Change Order shall be deemed effective only after it has been signed by both Parties and will be incorporated into this SOW.

**9. Contacts**

The following individuals are responsible for the day to day activities of the Project.

	Customer	AVTEC
Name		Abe Gibson
Address		Avtec, LLC. 100 Innovation Place Lexington, SC 29072
Phone		803-358-3412
Email		agibson@avtecinc.com

**10. Project Specific Contract Documents**

No conflicting commercial terms and conditions in these documents are accepted, nor are any pre-printed purchase order terms and conditions of Customer accepted. All work will be provided in accordance with only the following contract documents (in case of conflict between the contract documents, the contract documents control in their order listed below):

- A. Avtec technical proposal including any exceptions
- B. Avtec standard system documentation, including but not limited to, Project Information Questionnaire, Project Management Plan, Site Survey Report, System Design, and Final Acceptance Test Plan

**11. After Receipt of Order**

Unless otherwise specified and agreed to in writing, Avtec will complete all deliverables not later than 90 days After Receipt of Order (ARO). Avtec deliverables (such as equipment delivery and/or performance milestones) may be accomplished prior to the ARO date, but Avtec reserves the right to schedule and complete implementation requirements and associated project deliverables up to the specified ARO date.

**12. End User License Agreement ("EULA")**

Customer's use of any hardware or software products provided to Customer by Avtec shall be subject to the terms and conditions of the EULA attached hereto as "Exhibit D" and incorporated herein. The terms of the EULA shall be effective and binding on the Parties hereto upon execution of this SOW by Customer. If Customer is acquiring a Subscription License, the End User Software License Subscription Agreement is incorporated herein by reference.

**IN WITNESS WHEREOF**, the Parties hereto each acting with proper authority, and intending to be legally bound, have executed this Statement of Work.

**Siskiyou County CA Sheriff's Office**

**Avtec, LLC.**

\_\_\_\_\_ Full Name

\_\_\_\_\_ Full Name

\_\_\_\_\_ Title

\_\_\_\_\_ Title

\_\_\_\_\_ Signature

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

\_\_\_\_\_ Date

**EXHIBIT A**  
**Description of Services**

**1. Installation.**

Customer is solely responsible for providing an environment corresponding to the Product's Specifications, including programming and provisioning of radio, telephone, and other connected systems, and that is otherwise suitable for the Product's installation and operation. Without limiting the generality of the foregoing, the site for the Product selected by Customer shall be suitable as to space, temperature, humidity, and the availability of electrical power, cabling, connectivity devices, line protectors, surge protectors, radio and telephone interface wiring, cable pulls, furniture modifications, lighting, single point grounding, and all equipment, software and supplies not included with the Product but required for its installation, operation or use.

**2. Pre-Installation Checklist**

Avtec and a Customer's representative shall complete a pre-installation checklist fourteen (14) days before the scheduled installation dates. If Customer confirms the site is ready for the installation of Scout, Avtec will schedule travel arrangements. If Customer cancels after providing a written confirmation, Customer will be charged any change fees incurred for travel and \$1,200.00 for rescheduling of the System Integration Engineer (the "SIE"). If the SIE arrives on Customer's work site and finds the site is not ready for installation, the SIE will perform as much work as they can, and then will leave the site to return to Avtec. Customer will be charged for a return trip to the work site, to include additional travel costs, and for any additional days that exceed the number of days quoted to Customer for Avtec to complete installation caused by the delay. Customer shall have a representative on-site during the agreed upon dates to assist in the implementation, installment and testing of the console system.

**3. Responsibility Matrix**

In addition to responsibilities stated in the Agreement, the following table further defines each Party's responsibility for deliverables of the Project under this SOW. **This Responsibility Matrix shall be interpreted with the proposal to Customer; Avtec is not responsible for providing any service not specifically quoted.** Use of Not Applicable ("**N/A**") shall designate services not quoted to Customer. "**Joint**" means all Parties share responsibility. If Avtec does not have a contract with end user for this project, Customer is responsible for end user's compliance with this matrix.

Responsible Party	Description
	<b>1. Project Management Activities</b>
JOINT	1.1. Overall Project Management.
AVTEC	1.2. Project Management for system preparation at Avtec's factory prior to shipping.
JOINT	1.3. Establish and manage project milestones and communication plan requirements for system implementation.
AVTEC	1.4. Coordinate resources for on-site system installation, testing, training and cutover support.
	<b>2. System Design Activities</b>
AVTEC	2.1. Site Survey & Kickoff.
AVTEC	2.2. Screen Building Workshop & Documentation.
AVTEC	2.3. Provide Standard System Documentation including system network diagram, cross-reference of Cable Material, Connectors, to/from information and Avtec Part Numbers for Replacement.
AVTEC	2.4. Provide Customer with requirements for all Avtec Furnished Equipment, including Physical, Environmental, Electrical, Computer and Network Specifications.
	<b>3. Staging – System Configuration</b>
CUSTOMER	3.1. Provide completed Configuration information sheet.
AVTEC	3.2. Load Scout Software.
AVTEC	3.3. Configure Scout System based on Avtec provided Configuration Sheet.
N/A	3.4. Develop Acceptance Test Plan (ATP).
N/A	3.5. Develop Operator Manual.
	<b>4. Shipping</b>
AVTEC	4.1. Package Equipment for Shipping.
AVTEC	4.2. Ship Equipment per Customer Instructions.
N/A	4.3. Deliver console PCs to Avtec for factory staging prior to shipment.
	<b>5. Installation and Cutover Activities</b>
JOINT	5.1. Review System Capabilities and Operational Requirements.
AVTEC	5.2. Document User Interfaces.
CUSTOMER	5.3. Make Decisions on Console System Configuration.

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N/A	5.4. Install Avtec Furnished Equipment in Designated Locations.
CUSTOMER	5.5. Label Cables with a Unique Identifier Conforming to Avtec Requirements.
	<b>6. Site Preparation</b>
CUSTOMER	6.1. Environmental – provide adequate physical conditions (including furniture, racks, shelves, etc.), ventilation, heating, and cooling per Scout system requirements. 6.2. Procure, Configure, Install, Terminate and Test all network cabling and radio infrastructure that connects to Scout products. Avtec will only provide cabling between Avtec products.
CUSTOMER	6.3. <b>Wiring and Grounding</b> – Customer is responsible for installation and testing of building wiring and grounding system as required by all applicable building codes, ordinances, regulations, this SOW, and modern industry best practices. Customer is responsible for providing appropriate surge protective devices and grounding for network, power, and telephony. Customer shall provide a tested Demarcation Point for all wiring and console hardware and at all times comply with Avtec's specification.  6.4. Console Equipment- Customer is responsible for the grounding connection between the Customer supplied Demarcation Point and the Junction Block (equipment ground termination point provided by Avtec). Avtec is responsible for running grounding wire from Avtec supplied equipment (MWC, Jack Box, desk microphone, footswitch) to the Junction Block provided by Avtec, and installed by Customer to Customer supplied furniture (e.g. desk). Customer is responsible for running grounding wire from the Junction Block to the Customer supplied Demarcation Point.  6.5. Customer Backroom Equipment- Customer is responsible for supplying a tested Demarcation Point for any backroom rack equipment. Customer is responsible for running grounding wire from Avtec supplied equipment (Outposts, telephone interfaces, Aux I/O) to the Customer provided ground located on the Frame Rail of the backroom equipment cabinet. Customer is responsible for running grounding wire from the Frame Rail ground location to the Customer supplied Demarcation Point.
CUSTOMER	6.6. Avtec Backroom Equipment- For backroom rack equipment supplied by Avtec, Avtec will identify the preferred grounding point (e.g. the Frame Rail) on the supplied rack equipment to the Customer prior to the scheduled date of installation. Avtec is responsible for the grounding connection between the Customer supplied Demarcation Point and the grounding point on the rack equipment. Avtec is responsible for running grounding wire from Avtec supplied equipment (Outpost, Telephony Gateways, Aux I/O) to the preferred grounding point on the rack equipment.
CUSTOMER	6.7. Electrical Power – Provide adequate electrical power at each equipment location. Scout hardware components supplied by Avtec run on 110/220VAC, 50-60Hz (unless local 12VDC supplied by Customer to power Outposts).
CUSTOMER	6.8. Networking – provide all required network interfaces including Ethernet and Telephony circuits. Configure networking to supply IP transport per Scout requirements. Any network modifications necessary to meet Scout requirements are solely the responsibility of Customer. Customer is solely responsible for management and integration of its networks.
CUSTOMER	6.9. Network Security- Customer is solely responsible for the security of its Network Infrastructure. Customer is responsible for installing and configuring network protection as appropriate for its networks on consoles and servers deployed during integration process.
CUSTOMER	6.10. Install and configure malware protection as appropriate for its networks on consoles and servers deployed during integration process.
CUSTOMER	6.11. Site Access – provide access to all locations as required for AVTEC site surveys.
CUSTOMER	6.12. Radio Programming - provide radios programmed to support requested features or functionality (e.g. ANI information, Emergency, etc.) of Scout consoles.
	<b>7. Provide Customer Furnished Equipment</b>
CUSTOMER	7.1. Design, furnish and install all required networking infrastructure to support Scout system applications, per Scout requirements to include all cable, routers, switches and engineering services.
CUSTOMER	7.2. Furnish any computers, equipment and/or accessories not provided by Avtec.
	<b>8. Installation Support</b>
CUSTOMER	8.1. Inspection and Inventory of delivered Avtec equipment and notification to Avtec of any shipping damage within ten (10) business days from date of delivery.
CUSTOMER	8.2. Disposal of Packing Materials.
CUSTOMER	8.3. Provide site access, and/or escorts to the equipment rooms and cabling installation areas as required.
CUSTOMER	8.4. Assist Avtec with any access credentials required by third parties, such as Personnel Badges, TSA or Airport clearances.
CUSTOMER	8.5. If required, provide a secure room at the installation site with a dial out phone during the implementation phase of the project. (This room will be used by Avtec personnel for its operations; for temporary storing Scout system components and securing test equipment and tools.)
CUSTOMER	8.6. Provide demarcation of telephony and radio interfaces within 10' of Avtec equipment.

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CUSTOMER	8.7. Schedule Installation and Cutover Planning with Operations Personnel.
	<b>9. Perform Training</b>
N/A	9.1. Administrative/Maintenance Training
N/A	9.2. Operator Training (On-Site) scheduled after installation.
CUSTOMER	9.3. Provide adequate facilities for on-site Operator Training.
CUSTOMER	9.4. Schedule Personnel for Uninterrupted Training Sessions.
CUSTOMER	9.5. Provide classroom projector compatible with a laptop and screen.
N/A	9.6. Custom Operator Manual.
	<b>10. Cutover Assistance and Acceptance</b>
N/A	10.1. Schedule Cutover.
N/A	10.2. Sign Acceptance Documents.
CUSTOMER	10.3. Disposal of existing equipment.
	<b>11. Test Activities</b>
N/A	11.1. Test console and gateway configurations for basic operation.
N/A	11.2. Perform agreed upon Acceptance tests.
N/A	11.3. System Integration Test Plan and Execution. Integration testing includes ALL console positions, VPGates, and any additional interface equipment provided by Avtec. Any additional requested testing outside scope of installed equipment will be quoted at Avtec's prevailing rates.

**Customer Requirements**

- Customer will determine what and how many critical spare parts, as recommended by Avtec, will be procured and maintained.

**Avtec Responsibilities**

- Avtec will provide telephone Technical Support for Customer and/or local certified service provider, provided Customer has an active Support contract, during Avtec's normal operating hours (defined below).
- Avtec will provide telephone Technical Support for Customer and/or local certified service provider for Critical Priority issues (defined below), provided Customer has an active Support contract, at any time.
- Avtec will provide part replacement service (Return Material Authorization ("RMA") Support) for Customer and/or local certified service provider, during Avtec's normal operating hours (defined below).
- 90% of the calls to the Help Desk will be answered within 60 seconds during Avtec business hours.
- 90% of calls to the Help Desk will be answered within 180 seconds after hours and weekends.
- Each Support Call will be logged and assigned a priority status, Critical, Urgent, or Normal. The following table describes responses based on the assigned priority level:

<b>Priority</b>	<b>CRITICAL</b>
<b>Definition</b>	Customer's system is substantially degraded and normal operations are not possible.
<b>Response Time</b>	30 Minutes
<b>Resolution Commitment</b>	Issue are worked continuously until resolution
<b>Escalation Process</b>	If Customer Support Team is unable to resolve an issue within one hour, it is escalated to the appropriate member of the engineering team. Escalation to Management Team in two hours if issue is still unresolved. A determination of additional resources is made at that time. Update to Customer is made every two hours until resolution.
<b>Call Closure Requirement</b>	Call is closed when system is running without impact for 48 hours and Customer is satisfied with resolution.
<b>Priority</b>	<b>URGENT</b>
<b>Definition</b>	Limited impact, able to work but with limitations;
<b>Response Time</b>	60 Minutes
<b>Resolution Commitment</b>	Issue is worked on a priority basis
<b>Escalation Process</b>	If Customer Support Team is unable to resolve an issue within one business day, it is escalated to the appropriate member of the engineering team. Escalation to Management Team in three business days if issue is still unresolved. A determination of additional resources and time frame of resolution is made at that time.

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	Update to Customer is made as new information is made available until resolution.
<b>Call Closure Requirement</b>	Call is closed when system is running without impact for 48 hours and Customer is satisfied with resolution.
<b>Priority</b>	<b>NORMAL</b>
<b>Definition</b>	No impact to business, questions or informational
<b>Response Time</b>	One Business Day
<b>Resolution Commitment</b>	Issue is queued for resolution based on workload and other priority cases.
<b>Escalation Process</b>	If Customer Support Team is unable to resolve an issue within five business days, it is escalated to the appropriate member of the engineering team. Escalation to Management Team in 10 business days if issue is still unresolved. A determination of additional resources and time frame of resolution is made at that time.
<b>Call Closure Requirement</b>	Call is closed when Customer accepts resolution.

**RMA Support:**

- RMA repair request is made by Customer and RMA is processed within 4 hours of submission of the completed form.
- RMA advance replacement request is made by Customer, and RMA is processed within 2 hours of submission of the completed form.

**Contacts & Operating Hours**

Contact Phone Numbers & Email:

- 803.358.3600 ext. 201
- 800.543.3034
- CustomerSupport@avtecinc.com
- RMARRequest@avtecinc.com

Location of Service Delivery:

- 100 Innovation Place
- Lexington, SC 29072 USA

Hours of Operation:

- Business hours support: Monday – Friday 8:00 AM– 7:00 PM EST
- After hours support: Monday – Friday 7:00 PM – 7:59 AM EST, 24-hour coverage Saturday, Sunday and Holidays

AVTEC Holiday List:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

**Escalation Contact:**

Customer Support Manager:

- Abe Gibson
- agibson@avtecinc.com
- 803.358.3412

**EXHIBIT B**

**Change Order**

**THIS CHANGE ORDER #** \_\_\_\_\_, dated as of \_\_\_\_\_, 20\_\_ (the "Change Order Effective Date") amends the Statement of Work (the "SOW") with the Effective Date of \_\_\_\_\_ by and between Avtec, LLC. ("Avtec") and \_\_\_\_\_ ("Customer"), and is entered and governed by the Customer Agreement by and between Avtec and Customer dated as of \_\_\_\_\_. Terms outlined in this Change Order shall take precedence over any conflicting terms outlined in the SOW referenced above.

Change Requested By (Name/ Title/ Company): \_\_\_\_\_

**Change Description**

(Insert a detailed description of the change. Describe the specific area of the SOW or the Work Order being modified.)

**Change Justification**

(Insert a detailed description of why the change is required. Indicate benefits gained or risk mitigated by making the change.)

**Change Impact**

(In the table below, indicate what area(s) are impacted by the proposed change. Provide a detailed description of the impact.)

Area of Impact	Yes/No	Detailed Description of Impact
Scope		
Risk		
Schedule		
Resources		
Financial Impact*		
Other		

If there is a financial impact, please provide additional information below:

Additional Cost: \_\_\_\_\_  
Funding Provision: \_\_\_\_\_  
Party Responsible for Cost (CUSTOMER / AVTEC): \_\_\_\_\_

**IN WITNESS WHEREOF**, a duly authorized representative of each party has executed this Change Order as of the Change Order Effective Date.

**Siskiyou County CA Sheriff's Office**

**Avtec, LLC.**

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT C**

**Certificate of System Acceptance**

Pursuant to the Master Agreement entered into by Avtec, LLC. ("Avtec") and \_\_\_\_\_ ("Customer") with an Effective Date of [ ] (the "Agreement"), all Products and Services described in the SOW with an Effective Date of [ ] (the "SOW") have been inspected and have successfully passed the Acceptance Test as described in Section 8 of the SOW. Execution of this document confirms and certifies Customer's final acceptance of the applicable Products and Services delivered under the SOW, effective as of the date of the last signature.

**Siskiyou County CA Sheriff's Office**

**Avtec, LLC.**

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT D

**END USER LICENSE, LIMITED WARRANTY  
AND LIMITATION OF LIABILITY AGREEMENT**

**IMPORTANT:** PLEASE READ THIS END USER LICENSE, LIMITED WARRANTY AND LIMITATION OF LIABILITY AGREEMENT (THE "AGREEMENT") CAREFULLY. THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS GOVERNING ALL TRANSACTIONS BETWEEN AVTEC AND YOU WITH RESPECT TO ANY AVTEC PRODUCT OR SERVICES AND IS LEGALLY BINDING ON BOTH PARTIES. WITH THE EXCEPTION OF A STATEMENT OF WORK (SOW) AUTHORIZED OR SIGNED BY BOTH PARTIES, ANY AND ALL ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS CONTAINED IN YOUR COMMERCIAL DOCUMENTS, INCLUDING PURCHASE ORDERS, ARE HEREBY REJECTED AND SHALL NOT BECOME PART OF THE AGREEMENT.

WHETHER YOU ARE ACTING FOR YOURSELF INDIVIDUALLY OR AS A REPRESENTATIVE OF AN ENTITY, YOU ARE REFERRED TO IN THIS AGREEMENT AS "YOU" or "CUSTOMER". YOU MAY BE READING THIS AGREEMENT ONLINE, OR AS AN ELECTRONIC DOCUMENT INCLUDED WITH AN AVTEC, LLC. ("AVTEC") SOFTWARE PRODUCT, OR AS A PHYSICAL DOCUMENT PACKAGED WITH AN AVTEC HARDWARE OR SOFTWARE PRODUCT (SUCH SOFTWARE, IN EACH CASE, IS HEREINAFTER REFERRED TO IN THIS AGREEMENT AS THE "SOFTWARE", AND "PRODUCT" SHALL REFER TO ANY HARDWARE OR SOFTWARE FURNISHED BY AVTEC). THE TERM "SOFTWARE" SHALL INCLUDE COMPUTER PROGRAMS OFFERED AS STAND ALONE PRODUCTS AS WELL AS FIRMWARE OR OTHER SOFTWARE EMBEDDED IN AVTEC HARDWARE PRODUCTS. THE TERM "SOFTWARE" SHALL ALSO INCLUDE ANY USER DOCUMENTATION THAT IS PART OF OR SUPPLIED WITH THE SOFTWARE OR OTHERWISE MADE AVAILABLE BY AVTEC TO AUTHORIZED END USERS OF THE SOFTWARE. YOU ARE ENTITLED TO THE BENEFITS OF THIS AGREEMENT ONLY IF YOU ARE THE ORIGINAL AND REGISTERED PURCHASER OF THE APPLICABLE AVTEC PRODUCT, AND YOU PURCHASED THAT PRODUCT DIRECTLY FROM AVTEC, AN AUTHORIZED AVTEC DEALER OR SYSTEMS INTEGRATOR, OR OTHER AVTEC-APPROVED SOURCE ("APPROVED SOURCE"). IF YOU DO NOT SATISFY THE FOREGOING CONDITIONS YOU ARE NOT LICENSED TO USE OR KEEP A COPY OF THE SOFTWARE NOR ENTITLED TO THE BENEFITS OF AVTEC'S LIMITED WARRANTY SET FORTH BELOW.

ASSUMING YOU SATISFY THE FOREGOING CONDITIONS, YOU ACCEPT AND AGREE TO THIS AGREEMENT IF YOU EITHER: (1) ACCEPT THIS AGREEMENT WITH A MOUSE-CLICK OR SIMILAR ACTION PRIOR TO DOWNLOADING THE SOFTWARE OR INSTALLING THE SOFTWARE ON A COMPUTER; (2) ACQUIRED THE SOFTWARE STORED ON ELECTRONIC STORAGE MEDIA SUCH AS CD-ROM OR DVD AND YOU BREAK THE SEAL ON THE PACKAGE CONTAINING THE ELECTRONIC STORAGE MEDIA; (3) YOU INSTALL OR USE THE SOFTWARE ON A COMPUTER, OR (4) YOU USE THE HARDWARE PRODUCT ON WHICH THE SOFTWARE CAME INSTALLED.

YOU AGREE NOT TO INSTALL AND/OR USE THE SOFTWARE ON ANDROID, IOS, OR MOBILE BROADBAND DEVICES, SUCH AS SMARTPHONES OR TABLETS, THAT COMMUNICATE OVER CELLULAR OR LTE NETWORKS FOR PURPOSES OF PERFORMING PUSH TO TALK FUNCTIONALITY ON MOTOTRBO NETWORKS, UNLESS THE SOFTWARE IS SUBLICENSSED FROM MOTOROLA SOLUTIONS OR THEIR AUTHORIZED DEALERS.

IN SOME CASES, THE SOFTWARE MAY BE PURCHASED AS PART OF A LARGER SYSTEM TO WHICH A SEPARATE SOFTWARE LICENSE APPLIES. IN SUCH CASE, THE TWO LICENSES SHALL BE CONSTRUED AS COMPLEMENTARY SUCH THAT AVTEC ENJOYS THE MAXIMUM RIGHTS AND BENEFITS OF BOTH, AND IF THERE IS ANY CONFLICT BETWEEN THE TWO LICENSES SUCH CONFLICT SHALL BE RESOLVED BY GIVING EFFECT TO THE PROVISION IN EITHER LICENSE THAT IS MOST FAVORABLE TO AVTEC (AS DETERMINED BY AVTEC IN ITS SOLE DISCRETION). BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU REPRESENT THAT YOU PURCHASED THE SOFTWARE FROM AN APPROVED SOURCE AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, AVTEC IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE. IF YOU PURCHASED A PHYSICAL COPY OF THE SOFTWARE ON ELECTRONIC MEDIA SUCH AS A CD-ROM OR DVD, YOU MAY RETURN THE SOFTWARE FOR A FULL REFUND IF, AND ONLY IF, THE SEAL ON THE PACKAGE CONTAINING THE ELECTRONIC MEDIA ON WHICH THE SOFTWARE IS STORED IS INTACT AND HAS NOT BEEN TAMPERED WITH. IF THE SOFTWARE WAS SUPPLIED AS PART OF ANOTHER PRODUCT YOU PURCHASED FROM AN APPROVED SOURCE, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER THE DATE OF PURCHASE FROM AN APPROVED SOURCE, AND APPLIES ONLY IF YOU ARE THE ORIGINAL AND REGISTERED PURCHASER.

**1. License Definitions.**

**"Computer"** means a specific physical device or virtual machine that may consist of one or more CPUs.

**"Hardware"** means equipment, devices and apparatus of every nature and description, both electronic and mechanical, including without limitation equipment and components related to radio-telephone systems and other methods of electronic communication, and all manner of computer hardware such as computers, monitors, terminals, storage devices, network devices, connectivity devices, printers, etc.

**"Pool License"** means an authorized number of Floating Licenses that allows You to install and share a limited number of licenses on a larger number of Computers.

**"Product"** means any Hardware (and related parts and supplies), or Software furnished by Avtec to Customer.

**"Service"** means any service, assistance, or use of a resource provided by Avtec to Customer.

**"Specifications"** means the specifications for a Product or Service set forth in either (i) Avtec's most recent user documentation or other published specifications for such Product or Service; or (ii) a SOW.

**"Virtual Machines" or "VM"** means a software container that can run its own operating system and execute applications like a physical device.

**2. License Grant.** All Software is licensed, not sold. Subject to the terms of this Agreement, and provided You purchased this Software license from an Approved Source, Avtec grants to You a non-exclusive, non-transferable, and perpetual license to use the Software in object code format only for Your

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internal business purposes. In order to use the Software, You may be required to input a registration number or product authorization key and register Your copy of the Software online at Avtec's website to obtain the necessary license key or license file. You agree that Your license of the Software is neither contingent on the delivery of any future functionality or features nor, (except for Avtec's technical proposal), dependent on any oral or written public comments made by Avtec regarding future functionality or features.

**3. License Types.** The scope of Your license depends on the type of license you purchased from an Approved Source. The variety of license types are set forth below and You are solely responsible for installation and use restrictions of the license You purchased. For more information on the type of license you have purchased, please contact your Approved Source sales representative.

#### **STANDARD LICENSE**

If You purchased a Standard license, each license purchased entitles You to install and use the Software on one and only one Computer. It may only be installed on a different Computer if the original computer was destroyed or if the Software is deleted. If virtualization or other emulation technology is used on the licensed Computer, each license purchased entitles You to install and use the software within only one virtual (or otherwise emulated) hardware system.

#### **POOL LICENSE**

If You purchased a Pool License, the Software may (a) be installed, transferred to, transferred among, or shared on an unlimited number of Computers and (b) have multiple sessions used, but no more than the licensed number of simultaneous sessions of the Software at any one time.

**4. License Restrictions.** This is a license, not a transfer of title, to the Software and Avtec retains all ownership rights in and to all the Software and all copies thereof. You receive no rights to the Software other than those specifically granted herein. You acknowledge that the Software contains trade secrets of Avtec or its suppliers or licensors, including but not limited to the specific internal design and structure of the Software, including individual program routines and associated interface information. If the Software is included with and part of an Avtec hardware product, You shall only use the Software in connection with Your use of that hardware product.

You shall not: (i) transfer, assign or sublicense Your license rights to any other person or entity, including but not limited to parent companies, subsidiaries and affiliates, and any attempted transfer, assignment, or sublicense shall be null and void; (ii) make changes to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit any third party to do so; (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form; (iv) publish or distribute to any third party any results of benchmark tests run on the Software; (v) disclose, provide, distribute or otherwise make available trade secrets contained within the Software in any form to any third party, including but not limited to publicly displaying and/or performing the software, and You shall implement reasonable security measures to protect such trade secrets; (vi) duplicate or make copies of the Software other, except that You may make one (1) copy per Physical Business Location for backup purposes only; (vii) remove, alter, obscure, reduce in size or otherwise modify any copyright, trademark, or other proprietary notices appearing on or in the Software in any form or format (including without limitation screen displays); or take any action which jeopardizes Avtec's proprietary rights or acquire any right in the Software. For purposes of this paragraph, a "Physical Business Location" is a main office or branch office in which Your licensed Computer(s) is/(are) physically located.

In certain cases, Software provided to You may include functionality, capabilities or capacities exceeding those purchased by You and constituting separate Product(s) in their own right. This license does not extend to such separate Product(s) unless and until such time as You purchase such Product(s). You shall not access or use any such additional functionality, capabilities or capacities constituting separate Product(s) not covered by this license. Any unlicensed use of such additional functionality, capability or capacity shall (without limiting Avtec's other rights and remedies in respect of such unauthorized use) obligate You to pay to Avtec upon demand Avtec's then applicable list price for the corresponding Product(s).

This Agreement and the license granted herein shall remain effective until terminated. You may terminate this Agreement and the license at any time by destroying all copies of Software in Your possession. This Agreement and the license shall terminate immediately and without the requirement of any notice if You fail to comply with any provision of this Agreement. Upon termination, You shall destroy all copies of Software and Documentation in Your possession or control, including without limitation deleting the Software from all computers, hard drives or other electronic devices. All confidentiality obligations of You, restrictions and limitations on use of the Software, limitations of liability, and warranty limitations and disclaimers shall survive termination of this Agreement.

**5. Services.** Avtec may, in its sole discretion and at Customer's request, perform implementation, training, consulting or other Services for Customer from time to time. The nature and scope of such Services shall be set forth in reasonable detail in a SOW. Each and every SOW executed by the Parties shall be subject to the terms and conditions of this Agreement. In performing any Services, Avtec is acting as an independent contractor.

**6. Taxes.** All sales, use or other taxes or governmental fees or levies related to a transaction (other than taxes based upon Avtec's income) shall be the sole responsibility of Customer. Such taxes shall be remitted directly by Customer to taxing authorities.

**7. Title and Risk of Loss.** Title to Products sold to Customer and all risk of loss related to such Products passes to Customer upon the delivery of the Products to either a carrier or Customer, whichever comes first.

**8. Shipping and Insurance.** All shipping, insurance or other transportation charges related to a Product shall be the sole responsibility of Customer and are governed under Incoterms Ex Works (EXW).

**9. Claims for Shortages, Damage in Transit, and Nonconformity.** Customer is responsible for inspecting all shipments immediately upon delivery. Customer shall note any apparent shortages or damage in transit on the bill of lading and notify Avtec immediately about such shortages, damage or any apparent nonconformity with the Order. No claims shall be accepted more than ten (10) business days after receipt.

**10. Right to Audit.** Avtec may audit Your use of the Software on 15 days advanced written notice. You will cooperate with the audit, including by providing access to any books, computers, records or other information that relates or may relate to the use of the Software. Such audit will not reasonably interfere with Your business activities. If the audit reveals unauthorized use of the Software, You shall reimburse Avtec for the reasonable cost of the audit, in addition to such other rights and remedies as may be available to Avtec. Avtec shall not conduct an audit more than once per year.

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**11. Export.** The Software and its constituent technology, or direct products thereof, may be subject to export control laws and regulations of the United States or other countries. You shall comply with such laws and regulations governing export, re-export, import, transfer and use of the Software at Your own cost and expense.

**12. Hardware Warranty.** Avtec warrants that the Hardware sold to Customer by Approved Source shall be free of defects in material and workmanship under normal authorized use consistent with Avtec's written specifications. Customer may reject Hardware furnished hereunder failing to meet such standards, and require Avtec to correct or replace such defective Hardware, at no charge to Customer. In the event that Avtec receives notice during the warranty period that any Hardware does not conform to its warranty, Customer's sole and exclusive remedy, and Avtec sole and exclusive liability, shall be for Avtec, at its sole option, to either repair or replace the non-conforming Hardware in accordance with this limited warranty. Hardware replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of Avtec. Avtec will use commercially reasonable efforts to ship the replacement Hardware within twenty (20) business days after receipt of the product at a Avtec's facility. Actual delivery times may vary depending on the Customer location and Hardware type.

**13. Software Warranty.** Avtec warrants to Customer that the Software shall function in accordance with professional standards, shall be free from defects in material, workmanship, and title. The term "Defective" means a failure to operate substantially in accordance with Avtec's written specifications for such Software; provided, that (a) any such failure is reproducible by Avtec under Avtec's customary testing procedures; (b) the failure occurs when the Software is used in accordance with Avtec's published usage guidelines for such Software; and (c) such failure is reported to Avtec in writing within the applicable warranty period. Avtec does not warrant that the Software will perform without error or that it will run without immaterial interruption.

**14. Limited Warranty as to Products.** The warranty period applicable to a Product (Hardware or Software) installed by Customer is one year following the date on which the Product is shipped by Avtec to Customer. Unless otherwise stated in a SOW, the warranty period applicable to a Product installed by Avtec at Customer's site is one (1) year following the date on which installation commences. Customer agrees that time is of the essence with respect to this warranty period and Avtec shall have no obligation to accept returns for any reason following expiration of the warranty period.

**15. Hardware Return Procedures.** Any defective Hardware item can only be returned if it references a return material authorization ("RMA") number issued by authorized Avtec service personnel. Avtec's warranty return procedures are available online at [www.avtecinc.com](http://www.avtecinc.com) or by email request to [rmarequest@avtecinc.com](mailto:rmarequest@avtecinc.com) or regular mail request to: Avtec, LLC., Warranty Department, 100 Innovation Place, Lexington, South Carolina 29072. To request an RMA number, Customer must obtain from Avtec a return authorization number and properly pack and return the Hardware at Customer's expense, together with the authorization number and a detailed description of the problem, to Avtec's designated repair facility located within the United States. Avtec's repair facility will only assist Customers with online RMA processing pursuant to the terms of this warranty and will not provide any troubleshooting, configuration or installation assistance. Telephone calls to Avtec maintenance and support service teams will not be accepted unless Hardware is under warranty or Customer has purchased a valid Avtec maintenance service contract that is in effect as of the time of the call. The Hardware must be returned in its original or equivalent packaging, and all shipping charges, risk of loss or damage during the return shipment, and the cost of insurance, is Customer's sole responsibility. The RMA number must be included on the outside carton label of the returned item. Avtec shall repair or replace the Hardware and return it at Avtec's expense to Customer's point of shipment. Customer has the risk of loss and damage to any Hardware returned to Avtec for repair or replacement until receipt by Avtec of such Hardware. Avtec shall assume the risk of loss and damage to any Hardware returned to Avtec for repair or replacement from receipt until delivery to Customer's point of shipment, excluding Puerto Rico and U.S. possessions and territories, (at Avtec's expense). If Avtec determines, in its reasonable discretion, that the allegedly defective item is not covered by the terms of the warranty provided hereunder or that a warranty claim is made **after the warranty period, the cost of repair by Avtec, including all shipping expenses**, shall be paid by Customer. **AVTEC SHALL HAVE NO LIABILITY WITH RESPECT TO DATA CONTAINED IN ANY HARDWARE RETURNED TO AVTEC.** For any Hardware or parts thereof repaired or replaced under this Section 15, the warranty period applicable to the Hardware will continue for the longer of (c) the remainder of the original warranty period or (d) 90 days after the repaired or replaced Hardware is returned to Customer.

**16. Exclusions.** The foregoing warranty and remedies are for Customer's exclusive benefit and are nontransferable. Any and all warranties shall be deemed void and no warranty will apply if the Hardware or Software: (i) has been altered except by Avtec; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Avtec in the enclosed Documentation; or (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident. In addition, Hardware or Software is not designed or intended for use in (i) the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; or (iii) operating life-support or life-critical medical equipment, and Avtec disclaims any express or implied warranty of fitness for such uses. Customer is solely responsible for backing up its programs and data to protect against loss or corruption. Avtec warranty obligations do not include installation support.

EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, AVTEC MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF ABSENCE OF HIDDEN DEFECTS AND ANY WARRANTY THAT MAY ARISE BY REASON OF USAGE OR TRADE OR COURSE OF DEALING.

**17. Intellectual Property.** Avtec warrants that it is the owner of Software and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the intellectual property and other rights granted in this Agreement without the further consent of any third party. If the Software becomes, or in Customer's reasonable opinion is likely to become, the subject of any claim, suit, or proceeding arising from or alleging infringement of any intellectual property right, or in the event of any adjudication that the Software infringes any such right, Avtec, at its own expense, will promptly take the following actions: (i) secure for Customer the right to continue using the Software; or (ii) replace or modify the Software to make it non-infringing, provided such modification or replacement will not materially degrade any functionality relied upon by Customer. The remedies set forth in this Section 17 are not exclusive of any others Customer may have.

**18. Limitation of Remedies.** Except for Avtec's indemnity obligations and notwithstanding any other provisions of any agreement between Avtec and Customer, Customer's exclusive remedy in respect of or related (directly or indirectly) in any way to any defective Product or Service (including without limitation the design, use, suitability, performance, features, characteristics or other aspects thereof, whether or not covered by any warranty) shall be for Avtec, at Avtec's option, to either: (i) repair or correct the defect within a reasonable time; (ii) replace the Product in question with an identical but non-defective product; (iii) replace the Product in question with a different Product whose functionality is substantially the same as the Product being replaced; (iv) re-perform the Service, or (v) refund to Customer all charges in respect of the Product or Service previously paid by Customer to Avtec; provided, however, if the Service in question is a Service rendered over an extended term, such refund shall not exceed such charges as were incurred during the 180 day period prior to the termination of the agreement providing for the Services.

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**19. Limitation of Liability.** EXCEPT AS PROVIDED HEREIN, AVTEC'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT, STATUTORY WARRANTY, INFRINGEMENT OR OTHERWISE, WILL BE LIMITED TO ACTUAL, PROVABLE DAMAGES NOT TO EXCEED ONE HUNDRED PERCENT (100%) OF THE SUMS PAID BY CUSTOMER TO AVTEC FOR HARDWARE SOFTWARE AND SERVICES PROVIDED TO CUSTOMER IN THE PERIOD OF TWELVE (12) MONTHS PRECEDING THE CLAIM.

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY LOST PROFITS, OR LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM THE USE OF SYSTEM(S) PURCHASED HEREUNDER, OR THE FAILURE OF THE SYSTEM(S) TO PERFORM, OR FOR ANY OTHER REASON. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**20. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of CA without regard to conflicts or choice of law provisions.

**21. Entire Agreement.** This Agreement, any sales quotes, amendments, orders and SOWs made hereunder, constitutes the entire agreement between the Parties with respect to the subject matter hereof. In addition, this Agreement supersedes and replaces any and all prior agreements or arrangements between the Parties, whether oral or written.