

BUREAU OF ORGANIZED CRIME
Gang Investigations Division

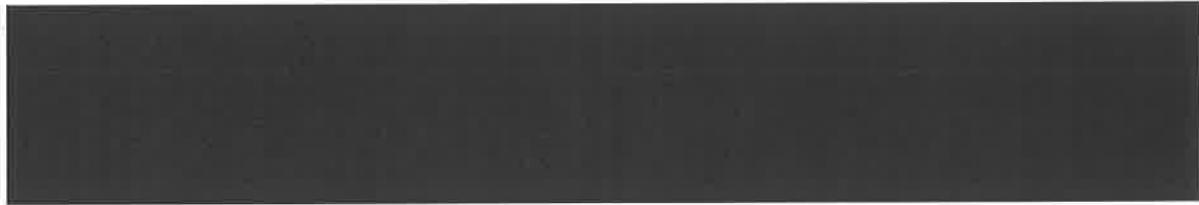
17 January, 2012

TO: Joseph Gorman
Commander
Gang Investigations Division

FROM: James Washburn
Sergeant
Gang Investigations Division

SUBJECT: Justification Letter
Harris Equipment (New Platform)

Attached to this report is a non-disclosure agreement issued by the Federal Bureau of Investigation [FBI] regarding a new software platform engineered by Harris Corporation of Melbourne FL. This non-disclosure agreement pertains to Cellular Telephone Tracking Equipment currently being used and operated by the Technical Service Unit of the BOC.



Upon execution of the attached non-disclosure agreement, Harris Corporation will issue a trial edition of the new platform for our use and testing. The cost of this new platform, if the testing goes as planned, is approximately \$21,000.00.



J. Washburn
James Washburn
Sergeant
Gang Investigations Division

APPROVED:

J. Gorman
Joseph Gorman
Commander
Gang Investigations Division

Nicholas J. Roti
Chief
Bureau of Organized Crime

Attachment: Non-Disclosure agreement



U.S. Department of Justice

Federal Bureau of Investigation

In Reply, Please Refer to
File No.

2111 West Roosevelt Road
Chicago, IL 60608

December 22, 2011

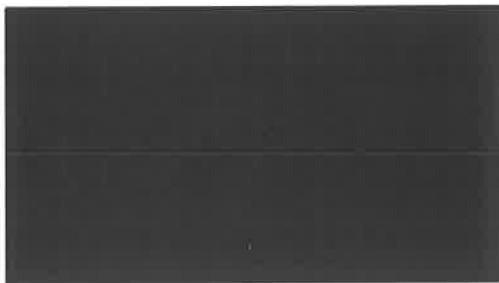
Commander Joseph Gorman
Chicago Police Department
3510 South Michigan Ave.
Chicago, IL 60653

Dear Commander Gorman:

My apologies for the delay in getting this to you. If you could forward a copy of the letter once fully signed to Mr. Grant, I would appreciate it.

Sincerely,

Robert D. Grant
Special Agent in Charge





Please Remit Payments:
 Harris Corporation, GCSD
 Citibank Delaware
 P.O. Box 7247 - LB 6759
 Philadelphia, PA 19170-6759 USA

Invoice	INV6779-02186
Date	8/20/2009
Page	1

Invoice

Bill To:

Chicago Police Department
 Sgt. Jim Washburn
 James.washburn@
 chicagopolice.org
 3340 W. Fillmore Ave.
 Chicago, IL 60624

Original Invoice

Ship To:

Sgt. Jim Washburn
 James.washburn@
 chicagopolice.org
 3340 W. Fillmore Ave.
 Chicago, IL 60624

Purchase Order No.	Customer ID	Salesperson	Shipping Method	Pmt Term	Ord. No.
15457	CPB-CHGIL-001	WPG2		Net 30	9-01271
Ordered	Shipped	B/O	Item Number	Description	Unit Price
1	1		STINGRAY II - UP 2046	SlingRay II - Upgrade Serial Number	\$65,000.00 \$85,000.00
1	1		2009523-101	Laptop PC	9-24-09 \$0.00
1	1		STINGRAY II-IDEN-SW 2046	SlingRay II iDEN Software Package Serial Number	\$22,000.00 \$22,000.00
1	1		PA-KIT-30W IDEN 800	PA-KIT-30W Single Band iDEN 800	\$14,000.00 \$14,000.00
1	1		PA-KIT-30W DUAL-BAN	PA-KIT-30W Dual-Band CONUS 850/1900	\$17,500.00 \$17,500.00
1	1		PA-KIT-30W 2100	PA-KIT-30W Single Band 2100 MHz	\$16,000.00 \$16,000.00
1	1	AJ-W-UG		AmberJack-X or G to AmberJack-W Upgrade	\$18,000.00 \$0.00
1	1	SPURDOG		Handheld Passive DF Tool	\$12,000.00 \$0.00

All above items received in good
 working order except highlighted
 items

X J. Washburn
 CPD #5 PEND/NO

HARRIS CORP - WIRELESS PRODUCTS GROUP
 P.O. BOX 9800, M/S R5-11A
 MELBOURNE, FL 32902-9800
 PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Subtotal	\$134,500.00
Deposit	\$0.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$134,500.00



Quote	QTE6779-01929
Date	12/22/2008
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Quotation

Bill To:

Chicago Police Department
Sgt. Jim Washburn
james.washburn@chicagopolice.org
312-746-7922

Ship To:

Sgt. Jim Washburn
james.washburn@chicagopolice.org
312-746-7922

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	CPB-CHGIL-001	WPG2		Net 30	0/0/0000	2,416
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	STINGRAY II - UP	SlingRay II - Upgrade	EA		\$65,000.00	\$65,000.00
1	STINGRAY II-IDEN-SW	SlingRay II IDEN Software Package	EA		\$22,000.00	\$22,000.00
1	PA-KIT-30W IDEN 800	PA-KIT-30W Single Band IDEN 800	EA		\$14,000.00	\$14,000.00
1	PA-KIT-30W DUAL-BAND	PA-KIT-30W Dual-Band CONUS 850/1900	EA		\$17,500.00	\$17,500.00
1	PA-KIT-30W 2100	PA-KIT-30W Single Band 2100 MHz	EA		\$16,000.00	\$16,000.00
1	AJ-W-UG	AmberJack-X or G to AmberJack-W Upgrade (WideB	EA		\$18,000.00	\$18,000.00
1	SPURDOG	Handheld Passive DF Tool	EA		\$12,000.00	\$12,000.00
	NOTE	Delivery will be 120 days ARO unless otherwise stated. Please see attached Terms and Conditions.	*			\$0.00

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Approved By:

Subtotal	\$164,500.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$164,500.00

HARRIS Corporation
Government Communication Systems Division
Terms and Conditions of Sale
For
Wireless Equipment Software and Services

I. DEFINITIONS

In addition to the terms defined elsewhere the following terms used herein have the following meanings:

- A. "Agreement" means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated, all as acknowledged by Harris on its standard acknowledgement form;
- B. "Customer" means the purchaser of Equipment, Software, or Services from Harris;
- C. "Date of Acceptance" means the date when the Customer receives an item of Equipment, Software and/or Services unless Customer otherwise notifies Harris in writing that the Equipment, Software and/or Services was delivered in a defective condition.
- D. "Equipment" means any hardware, including components, and excludes any Software or Services;
- E. "Harris" means Harris Corporation, acting through its Government Communications Systems Division;
- F. "Maintenance Agreement" means a separate agreement for maintenance of the items procured hereunder; such services are not included in this Agreement;
- G. "Purchase Order" means the Customer's purchase order as acknowledged by Harris on its standard acknowledgement form;
- H. "Purchase Price" means the purchase price as identified in the Purchase Order;
- I. "Quote" means the price quotation of Harris itemizing the purchase price and includes all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any maintenance agreement specifically included in the purchase price;
- J. "Services" means, training, maintenance support, or other services to be provided to Customer as part of the Agreement;
- K. "Software" means software and firmware, including all copies provided to Customer.

2. PROPOSAL/QUOTE VALIDITY

Prices quoted are binding upon Harris for 30 days from the date of Quote. At expiration, Harris reserves the right to adjust its prices or extend the validity period.

3. ACCEPTANCE - MODIFICATION OF TERMS.

This Agreement constitutes Customer's acceptance of Harris' offer and such acceptance is expressly made conditional on Customer's assent to the terms and conditions contained in this Agreement. The Agreement will be deemed accepted by Customer upon the first to occur: (i) Customer's issuance of the Purchase Order; or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer are rejected unless expressly approved in writing by Harris. No communication from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris reasonably objects thereto, will be binding upon Harris unless such different or additional terms are incorporated into a writing signed by both Harris and Customer, making express reference to the Agreement.

4. TAXES

All prices are exclusive of all sales, use, excise, and other taxes, duties, or charges. Unless evidence of tax exempt status is provided by Customer, Customer will pay, or upon receipt of invoice from Harris, will reimburse Harris within a reasonable time after receipt of notification for, all such taxes or charges levied or imposed on Customer, or required to be collected by Harris as a result of this transaction or any part thereof.

5. CHANGES/CANCELLATION

Except as otherwise provided herein, change and/or cancellation of a Purchase Order in whole or in part by Customer will be effective only with specific written approval of Harris and may be subject to Harris' reasonable change and/or cancellation charges.

6. DELIVERY

Harris shall have the right to make, and Customer agrees to accept, shipments in more than one lot, and payment for each lot shall be due accordingly.

7. FREIGHT CHARGES AND TRANSPORTATION INSURANCE

Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and are inclusive of freight charges.

8. TITLE AND RISK OF LOSS

Title to and risk of loss for Equipment and Software media sold under the Agreement shall pass to Customer at the F.O.B. Destination.

9. PAYMENT TERMS

- A. Payment for an invoice is due within thirty (30) days from the date of the invoice. Late payment shall be accrued interest at either the lower of one and half percent per month or the highest rate allowed by law, to the outstanding balance due.
 - (i) Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services to be delivered or Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Orders.
 - (ii) Domestic Purchase Orders for Maintenance Agreements require full payment of the Purchase Price prior to the start of the term of the Maintenance Agreement or Harris' obligation to perform.
 - (iii) International Purchase Orders are for shipments of Equipment, Software and/or Services to be performed outside the continental United States and Canada. Harris will submit an invoice after it has receipt of an approved export license; Harris will not ship any Equipment, Software nor perform any Services under the Purchase Order until it receives full payment of the Purchase Price of the Purchase Order.

10. ANNUAL MAINTENANCE AGREEMENT

Upon expiration of warranty period, Customer can execute a separate maintenance agreement with Harris for Equipment and/or Software. Such maintenance agreements are available for a percentage of the original Purchase Prices of the Equipment and/or Software. Annual maintenance agreements include:

- A. Customer telephone support during normal business hours (Monday through Friday, Eastern Standard Time).
- B. Additional twelve (12) month warranty on Equipment, with respect to the Equipment Maintenance Agreement.
- C. For Software maintenance agreements it includes notification of and free access to Software upgrades as defined in the maintenance agreement.

11. EQUIPMENT RETURN POLICY

- A. Equipment Damaged in Shipment. Upon receipt of shipments, Customer must open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivering carrier within 48 hours and request an inspection. After notifying the freight carrier, Customer promptly shall contact Harris for further instructions. Damaged Equipment shall not be returned without Harris' prior authorization.
- B. Items Shipped in Error. If the Equipment Customer receives is not what the Customer ordered, Customer will promptly notify the Harris responsible for the fulfillment of the Purchase Order. Customer agrees not to discard packing material. Harris will issue a return authorization.
- C. Defective Equipment. If the Equipment Customer receives is defective, it is covered under the Harris or manufacturer's standard equipment warranty. Upon discovery of a warranty problem, Customer promptly must contact the Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued a return authorization, including a form Customer must fill out describing the nature of the Equipment defect.
- D. Other Reasons. If Customer needs to return Equipment for other reasons, Customer must contact Harris for a return authorization. Harris' customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer's request, a return authorization will be issued. Customer agrees not to return any Equipment without a return authorization. Equipment being returned is subject to restocking and other charges. CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.
- E. Upon Receipt of a Return Authorization. Return authorization numbers must appear on each individual package being returned. Customer is responsible for insuring the return for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without return authorization numbers. All Equipment being returned for credit must be returned in a timely manner and in good condition. Harris will inspect all Equipment returned. If there is damage, wear and tear, or if there are missing components or accessories, Harris may charge Customer for repair/refurbishment.

12. LIMITED WARRANTY

- A. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty shall commence on the Date of Acceptance of the individual item of Equipment and Software and terminate 12 months thereafter. Written notice of any defects shall be given to Harris upon discovery and Harris shall promptly correct such defects by repair or replacement, at its option, without charge, either FOB Harris' plant or service in the field. Harris uses new and reconditioned parts to satisfy warranty repairs and replacements under the terms of this warranty. Defective articles shall not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris shall have the right of final determination as to the existence and cause of any claimed defect.

Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:

- (i) Acts of God.
- (ii) Physical impact, crash or foreign object damage.
- (iii) Improper maintenance, storage, modification or alteration by the Customer or its Customer.
- (iv) The Customer's or its Customer operation of the items delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect.
- (v) Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use).
- (vi) Equipment or Software subjected to misuse or detrimental exposure or negligence;
- (v) Defects caused by improper storage, use, installation or maintenance;

Note: Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.

- B. For purposes of Harris' warranties for Equipment and Software media, a defect is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, lack of care in operation, maintenance or handling. The written notice of claim of defect must include a description of the defect with detailed information, which will enable Harris to identify the defect and determine its probable cause. Components that Customer claims to be defective must be available to Harris for inspection and test. No defective Equipment or parts are to be returned without first receiving written authorization and instructions from Harris. Customs clearance for all replacement parts under the warranty or otherwise will be Customer's sole responsibility.
- C. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD, IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD, IN THE CASE OF SOFTWARE MEDIA. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.
- D. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE MEDIA, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE AND IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECT TO NEGLECT, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.
- E. THIS LIMITED WARRANTY CONSTITUTES HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE SHALL INCREASE OR EXTEND ANY HARRIS WARRANTY. THE TOTAL LIABILITY OF HARRIS AND ITS LICENSORS UNDER THIS WARRANTY SHALL IN ANY EVENT BE SUBJECT TO THE LIMITATIONS IN THIS SECTION.

13. REPAIRS

To repair any Wireless products after the 12 month warranty has expired, call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number and an estimated cost for repair.

- (i) Repair Policy - To effect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory with a written description of the failure mode. Out of warranty repairs apply to any equipment and/or software whose standard 12-month warranty has expired, no maintenance agreement has been purchased and paid for, and/or any equipment and/or software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under I above.

Equipment and/or Software should not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number.

- (ii) Support Policy - Harris provides free help desk support throughout the warranty period and maintenance agreement of purchased Wireless Equipment and/or Software. Technical support is available during normal business hours EST, Monday through Friday via the help desk support center at 1-800-358-5297.

14. SOFTWARE LICENSE

- A. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The Software furnished with the Equipment shall be of the latest generation available at the time of shipment of the Equipment. Harris is under no obligation to supply updates to the Software except where expressly so stated in writing.
- B. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.
- C. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title to the Software. All rights in patents, copyrights and trade secrets in relation to the Software shall continue to be vested in Harris or its licensor.
 - (i) Customer shall keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and shall have such individuals agree in writing to the obligations contained herein. In addition, Customer shall employ reasonable measures to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and shall treat such with not lesser care than its own confidential information.
 - a). The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly stated in writing.
 - b). Customer agrees that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor shall be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, Customer agrees that if Harris or its licensor should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal.

15. DISCONTINUED AVAILABILITY/LAST TIME BUY

Customer acknowledges that Harris has made no representation about the continued availability of the Equipment and Software listed in the Agreement. Harris reserves the right, in its absolute discretion, with or without notice, without incurring any liability to Customer or otherwise, whether in contract or tort, to discontinue manufacturing or selling any of the Equipment and Software listed in the Agreement at any time or from time to time. Harris may, within its discretion, provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need ("last time buy") within thirty (30) days of notice. Customer's last time buy rights are limited to products available in Harris' inventory at the time of Customer's request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to Customer that the Equipment has been discontinued or for a period of ninety (90) days after notice to Customer that the Software has been discontinued.

16. INTELLECTUAL PROPERTY INDEMNIFICATION

(I) In the event any Equipment to be furnished under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it shall, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation shall be effective only if Customer shall have made all payments then due and if Harris is notified of said allegation promptly in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris shall pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that its Equipment or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement Agreement prohibit the use of the product, Harris shall at its sole option and its own expense, either: (a) Procure for Customer the right to continue using the Equipment; or (b) Replace it with a substantially equivalent non-infringing equipment; or (c) Modify it so it becomes non-infringing but substantially equivalent; or (d) If none of the above is reasonably available, terminate the Customer's right to use the Equipment and return to the Customer a pro-rata portion of the price originally paid by Customer to Harris represented by the remaining useful life of the Equipment as a percentage of the total useful life.

The foregoing indemnity does not apply to the following: (1) Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer; (2) Infringement resulting from changes or modifications made to or from the Equipment by the Customer; (3) Any settlements of a claim, suit, or proceeding made without Harris' written consent; and, (4) Any Equipment to be furnished under this Agreement which is to be delivered to the United States Government.

The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished under this Agreement.

(II) In the event any Equipment to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer agrees to defend, indemnify and hold Harris harmless to the same extent and subject to the same requirements as set forth in Harris' indemnification of Customer as set forth in (I) above.

17. TECHNICAL DATA AND INVENTION

- A. Unless specifically agreed to by Harris and identified and priced in the Agreement as a separate item or items to be delivered by Harris (and in that event, except so identified and priced), the sale of Equipment, Software and Services under the Agreement confers on Customer no right in, license under, access to, or entitlement of any kind to any of Harris' technical data including, but not limited to design, process technology, software and drawings, or to any of Harris' inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof arose out of work performed under or in connection with the Agreement, and irrespective of whether Customer has paid or is obligated to pay Harris for any part of the design or development of the Equipment, Software or Services.
- B. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris' performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.
- C. Customer shall not violate Harris' copyright of documents or Software or without Harris' written permission disclose Harris' confidential or proprietary data to others.

18. EXCUSABLE DELAY

- A. Harris will be excused from performance under the Agreement and not be liable to Customer for delay in performance attributable in whole or in part to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature, Customer's fault or negligence or where compliance with any applicable environmental law or regulation by Harris is not reasonably technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.
- B. In the event of an excusable delay, Harris will make reasonable efforts to notify Customer of the nature and extent of such delay and (1) Harris will be entitled to a schedule an extension on at least a day-for-day basis, and (2) if the delay is caused by Customer's fault or negligence, Harris will be entitled to an equitable adjustment in price under the Agreement.

19. EXPORT AND RE-EXPORT RESTRICTIONS

Customer acknowledges that the Equipment and Software sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada. Customer shall defend, indemnify and hold Harris harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section. The Customer shall supply to the Harris on a timely basis all necessary information and documentation requested by Harris in order to permit the Harris to export the Equipment, Software and/or Services with respect to any Purchase Order issued by the Customer hereunder, in accordance with the terms of this Agreement.

- C. Assignment: Customer shall not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.
- D. Enforceability: If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which shall continue in full force and effect.
- E. No Waiver: Waiver or failure by Harris to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any terms or condition herein, will not be a future waiver of any such right, or be a waiver of any other term, condition or remedy contained herein.
- F. Notices: All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile, if confirmed within three (3) business days by one of the other methods herein, at the addresses or facsimile numbers indicated or to such other addresses or facsimile numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to Harris Corporation, PO Box 37, MS: R5/11A, Melbourne, FL 32902 Attention: Contracts Manager.
- G. English Language: The Parties confirm that it is their wish that this Agreement, as well as any other documents relating thereto including notices, have been and shall be drawn up in English only.
- H. GSA: All purchase orders under GSA Schedule #GS-35F-0283J are subject to the GSA Terms and Conditions which will supersede all other Terms and Conditions provided.

28. CLAUSES INCORPORATED BY REFERENCE

The following Federal Acquisition Regulations/Defense Federal Acquisition Supplement ("FAR/DFARS") clauses are incorporated herein by reference, to the extent these clauses are applicable, with the same force and effect as if they are included in full text: 52.219-8 Utilization of Small Business Concerns, 52.222-26 Equal Opportunity, 52.222-35 Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era and other eligible Veterans, 52.222-36 Affirmative Action for Workers With Disabilities, 52.222-39 Notification of Employees Rights Concerning Payment of Union Dues or Fees, 52.247-64 Preference For Privately Owned U.S. Flag Commercial Vessels, 252.225-7014 Preference for Domestic Specialty Metals, Alternate I, 252.247-7023 Transportation of Supplies by Sea, and 252.247-7024 Notification of Transportation of Supplies by Sea.

29. ENTIRE AGREEMENT

The Agreement supersedes all previous proposals, negotiations, conversations, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms, will be binding unless made in writing and signed by duly authorized representatives of both parties.

BUREAU OF INVESTIGATIVE SERVICES
ORGANIZED CRIME DIVISION

Subject: Condition Prior to Payment of an Invoice - (For Internal Control Procedure)

Reference: Tracking of Drug Funds Expenditures

The Unit that initiated the purchase (goods and/or services) should write the following statements within the original invoice to be paid or in a report requesting settlement of an invoice:

ALL ITEM/S DESCRIBED ABOVE WAS/WERE:

1. Received in good useable condition, and
2. The required CPD-Inventory number/s (on non-consumption item/s valued at \$100.00 and above was/were:
 - tagged and registered with the Equipment and Supplies Inventory Control Section or
 - requested from the Equipment and Supplies by providing copies of the purchase documents or
 - identified by serial number/s for covert devices (list furnished OCD-Administration). Tracking of devices/s will be monitored by both TechLab and OCD-Administration.

Select one from the three - options.

08/25/09

INV09PAYMENT



Quote	QTE6779-01929
Date	12/22/2008
Page:	1

Quotation

Bill To:

Chicago Police Department
Sgt. Jim Washburn
james.washburn@chicagopolice.org

312-746-7922

Ship To:

Sgt. Jim Washburn
james.washburn@chicagopolice.org
312-746-7922

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	STINGRAY II - UP	StingRay II - Upgrade	EA		\$65,000.00	\$65,000.00
1	STINGRAY II-IDEN-SW	StingRay II IDEN Software Package	EA		\$22,000.00	\$22,000.00
1	PA-KIT-30W IDEN 800	PA-KIT-30W Single Band IDEN 800	EA		\$14,000.00	\$14,000.00
1	PA-KIT-30W DUAL-BAND	PA-KIT-30W Dual-Band CONUS 850/1900	EA		\$17,500.00	\$17,500.00
1	PA-KIT-30W 2100	PA-KIT-30W Single Band 2100 MHz	EA		\$16,000.00	\$16,000.00
1	AJ-W-UJG	AmberJack-X or G to AmberJack-W Upgrade (WideB	EA		\$18,000.00	\$18,000.00
1	SPURDOG	Handheld Passive DF Tool	EA		\$12,000.00	\$12,000.00
	NOTE	Delivery will be 120 days ARO unless otherwise stated. Please see attached Terms and Conditions.	*			\$0.00

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437,wpg@harris.com

Approved By:

Subtotal	\$164,500.00
Misc.	\$0.00
Tax.	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$164,500.00

HARRIS Corporation
Government Communication Systems Division
Terms and Conditions of Sale
For
Wireless Equipment, Software and Services

1. DEFINITIONS

In addition to the terms defined elsewhere the following terms used herein have the following meanings:

- A. "Agreement" means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated, all as acknowledged by Harris on its standard acknowledgement form;
- B. "Customer" means the purchaser of Equipment, Software, or Services from Harris;
- C. "Date of Acceptance" means the date when the Customer receives an item of Equipment, Software and/or Services unless Customer otherwise notifies Harris in writing that the Equipment, Software and/or Services was delivered in a defective condition.
- D. "Equipment" means any hardware, including components, and excludes any Software or Services;
- E. "Harris" means Harris Corporation, acting through its Government Communications Systems Division;
- F. "Maintenance Agreement" means a separate agreement for maintenance of the items procured hereunder; such services are not included in this Agreement;
- G. "Purchase Order" means the Customer's purchase order as acknowledged by Harris on its standard acknowledgement form;
- H. "Purchase Price" means the purchase price as identified in the Purchase Order;
- I. "Quote" means the price quotation of Harris itemizing the purchase price and includes all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any maintenance agreement specifically included in the purchase price;
- J. "Services" means, training, maintenance support, or other services to be provided to Customer as part of the Agreement;
- K. "Software" means software and firmware, including all copies provided to Customer.

2. PROPOSAL/QUOTE VALIDITY

Prices quoted are binding upon Harris for 30 days from the date of Quote. At expiration, Harris reserves the right to adjust its prices or extend the validity period.

3. ACCEPTANCE – MODIFICATION OF TERMS.

This Agreement constitutes Customer's acceptance of Harris' offer and such acceptance is expressly made conditional on Customer's assent to the terms and conditions contained in this Agreement. The Agreement will be deemed accepted by Customer upon the first to occur (i) Customer's issuance of the Purchase Order; or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer are rejected unless expressly approved in writing by Harris. No communication from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris seasonably objects thereto, will be binding upon Harris unless such different or additional terms are incorporated into a writing signed by both Harris and Customer, making express reference to the Agreement.

4. TAXES

All prices are exclusive of all sales, use, excise, and other taxes, duties, or charges. Unless evidence of tax exempt status is provided by Customer, Customer will pay, or upon receipt of invoice from Harris, will reimburse Harris within a reasonable time after receipt of notification for, all such taxes or charges levied or imposed on Customer, or required to be collected by Harris as a result of this transaction or any part thereof.

5. CHANGES/CANCELLATION

Except as otherwise provided herein, change and/or cancellation of a Purchase Order in whole or in part by Customer will be effective only with specific written approval of Harris and may be subject to Harris' reasonable change and/or cancellation charges.

6. DELIVERY

Harris shall have the right to make, and Customer agrees to accept, shipments in more than one lot, and payment for each lot shall be due accordingly.

7. FREIGHT CHARGES AND TRANSPORTATION INSURANCE

Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and are inclusive of freight charges.

8. TITLE AND RISK OF LOSS

Title to and risk of loss for Equipment and Software media sold under the Agreement shall pass to Customer at the F.O.B. Destination

9. PAYMENT TERMS

- A. Payment for an invoice is due within thirty (30) days from the date of the invoice. Late payment shall be accrued interest at either the lower of one and half percent per month or the highest rate allowed by law, to the outstanding balance due.
- (i) Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services to be delivered or Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Orders.
 - (ii) Domestic Purchase Orders for Maintenance Agreements require full payment of the Purchase Price prior to the start of the term of the Maintenance Agreement or Harris' obligation to perform.
 - (iii) International Purchase Orders are for shipments of Equipment, Software and/or Services to be performed outside the continental United States and Canada. Harris will submit an invoice after it has receipt of an approved export license; Harris will not ship any Equipment, Software nor perform any Services under the Purchase Order until it receives full payment of the Purchase Price of the Purchase Order.

10. ANNUAL MAINTENANCE AGREEMENT

Upon expiration of warranty period, Customer can execute a separate maintenance agreement with Harris for Equipment and/or Software. Such maintenance agreements are available for a percentage of the original Purchase Prices of the Equipment and/or Software. Annual maintenance agreements include:

- A. Customer telephone support during normal business hours (Monday through Friday, Eastern Standard Time).
- B. Additional twelve (12) month warranty on Equipment, with respect to the Equipment Maintenance Agreement.
- C. For Software maintenance agreements it includes notification of and free access to Software upgrades as defined in the maintenance agreement.

11. EQUIPMENT RETURN POLICY

- A. Equipment Damaged in Shipment. Upon receipt of shipments, Customer must open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivering carrier within 48 hours and request an inspection. After notifying the freight carrier, Customer promptly shall contact Harris for further instructions. Damaged Equipment shall not be returned without Harris' prior authorization.
- B. Items Shipped in Error. If the Equipment Customer receives is not what the Customer ordered, Customer will promptly notify the Harris responsible for the fulfillment of the Purchase Order. Customer agrees not to discard packing material. Harris will issue a return authorization.
- C. Defective Equipment. If the Equipment Customer receives is defective, it is covered under the Harris or manufacturer's standard equipment warranty. Upon discovery of a warranty problem, Customer promptly must contact the Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued a return authorization, including a form Customer must fill out describing the nature of the Equipment defect.
- D. Other Reasons. If Customer needs to return Equipment for other reasons, Customer must contact Harris for a return authorization. Harris' customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer's request, a return authorization will be issued. Customer agrees not to return any Equipment without a return authorization. Equipment being returned is subject to restocking and other charges. CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.
- E. Upon Receipt of a Return Authorization, Return authorization numbers must appear on each individual package being returned. Customer is responsible for insuring the return for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without return authorization numbers. All Equipment being returned for credit must be returned in a timely manner and in good condition. Harris will inspect all Equipment returned. If there is damage, wear and tear, or if there are missing components or accessories, Harris may charge Customer for repair/refurbishment.

12. LIMITED WARRANTY

- A. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty shall commence on the Date of Acceptance of the individual item of Equipment and Software and terminate 12 months thereafter. Written notice of any defects shall be given to Harris upon discovery and Harris shall promptly correct such defects by repair or replacement, at its option, without charge, either FOB Harris' plant or service in the field. Harris uses new and reconditioned parts to satisfy warranty repairs and replacements under the terms of this warranty. Defective articles shall not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris shall have the right of final determination as to the existence and cause of any claimed defect.

Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:

- (i) Acts of God.
- (ii) Physical impact, crash or foreign object damage.
- (iii) Improper maintenance, storage, modification or alteration by the Customer or its Customer.
- (iv) The Customer's or its Customer operation of the items delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect.
- (v) Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use).
- (vi) Equipment or Software subjected to misuse or detrimental exposure or negligence;
- (v) Defects caused by improper storage, use, installation or maintenance;

Note: Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.

- B. For purposes of Harris' warranties for Equipment and Software media, a defect is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, lack of care in operation, maintenance or handling. The written notice of claim of defect must include a description of the defect with detailed information, which will enable Harris to identify the defect and determine its probable cause. Components that Customer claims to be defective must be available to Harris for inspection and test. No defective Equipment or parts are to be returned without first receiving written authorization and instructions from Harris. Customs clearance for all replacement parts under the warranty or otherwise will be Customer's sole responsibility.
- C. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD, IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD, IN THE CASE OF SOFTWARE MEDIA. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.
- D. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE MEDIA, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE AND IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECTED TO NEGLECT, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.
- E. THIS LIMITED WARRANTY CONSTITUTES HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE SHALL INCREASE OR EXTEND ANY HARRIS WARRANTY. THE TOTAL LIABILITY OF HARRIS AND ITS LICENSORS UNDER THIS WARRANTY SHALL IN ANY EVENT BE SUBJECT TO THE LIMITATIONS IN THIS SECTION.

13. REPAIRS

To repair any Wireless products after the 12 month warranty has expired, call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number and an estimated cost for repair.

- (i) **Repair Policy** - To affect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory with a written description of the failure mode. Out of warranty repairs apply to any equipment and/or software whose standard 12- month warranty has expired, no maintenance agreement has been purchased and paid for, and/or any equipment and/or software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under 1 above.

Equipment and/or Software should not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number.

- (ii) **Support Policy** - Harris provides free help desk support throughout the warranty period and maintenance agreement of purchased Wireless Equipment and/or Software. Technical support is available during normal business hours EST, Monday through Friday via the help desk support center at 1-800-358-5297.

14. SOFTWARE LICENSE

- A. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The Software furnished with the Equipment shall be of the latest generation available at the time of shipment of the Equipment. Harris is under no obligation to supply updates to the Software except where expressly so stated in writing.
- B. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.
- C. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title to the Software. All rights in patents, copyrights and trade secrets in relation to the Software shall continue to be vested in Harris or its licensor.
 - (i) Customer shall keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and shall have such individuals agree in writing to the obligations contained herein. In addition, Customer shall employ reasonable measures to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and shall treat such with not lesser care than its own confidential information.
 - a. The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly stated in writing.
 - b. Customer agrees that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor shall be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, Customer agrees that if Harris or its licensor should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal

15. DISCONTINUED AVAILABILITY/LAST TIME BUY

Customer acknowledges that Harris has made no representation about the continued availability of the Equipment and Software listed in the Agreement. Harris reserves the right, in its absolute discretion, with or without notice, without incurring any liability to Customer or otherwise, whether in contract or tort, to discontinue manufacturing or selling any of the Equipment and Software listed in the Agreement at any time or from time to time. Harris may within its discretion provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need ("last time buy") within thirty (30) days of notice. Customer's last time buy rights are limited to products available in Harris' inventory at the time of Customer's request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to Customer that the Equipment has been discontinued or for a period of ninety (90) days after notice to Customer that the Software has been discontinued.

16. INTELLECTUAL PROPERTY INDEMNIFICATION

(I) In the event any Equipment to be furnished under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it shall, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation shall be effective only if Customer shall have made all payments then due and if Harris is notified of said allegation promptly in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris shall pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that its Equipment or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement Agreement prohibit the use of the product, Harris shall at its sole option and its own expense, either: (a) Procure for Customer the right to continue using the Equipment; or (b) Replace it with a substantially equivalent non-infringing equipment; or (c) Modify it so it becomes non-infringing but substantially equivalent; or (d) If none of the above is reasonably available, terminate the Customer's right to use the Equipment and return to the Customer a pro-rata portion of the price originally paid by Customer to Harris represented by the remaining useful life of the Equipment as a percentage of the total useful life.

The foregoing indemnity does not apply to the following: (1) Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer; (2) Infringement resulting from changes or modifications made to or from the Equipment by the Customer; (3) Any settlements of a claim, suit, or proceeding made without Harris' written consent; and, (4) Any Equipment to be furnished under this Agreement which is to be delivered to the United States Government.

The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished under this Agreement.

(II) In the event any Equipment to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer agrees to defend, indemnify and hold Harris harmless to the same extent and subject to the same requirements as set forth in Harris' indemnification of Customer as set forth in (I) above.

17. TECHNICAL DATA AND INVENTION

- A. Unless specifically agreed to by Harris and identified and priced in the Agreement as a separate item or items to be delivered by Harris (and in that event, except so identified and priced), the sale of Equipment, Software and Services under the Agreement confers on Customer no right in, license under, access to, or entitlement of any kind to any of Harris' technical data including, but not limited to design, process technology, software and drawings, or to any of Harris' inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof arose out of work performed under or in connection with the Agreement, and irrespective of whether Customer has paid or is obligated to pay Harris for any part of the design or development of the Equipment, Software or Services.
- B. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris' performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.
- C. Customer shall not violate Harris' copyright of documents or Software or without Harris' written permission disclose Harris' confidential or proprietary data to others.

18. EXCUSABLE DELAY

- A. Harris will be excused from performance under the Agreement and not be liable to Customer for delay in performance attributable in whole or in part to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature, Customer's fault or negligence or where compliance with any applicable environmental law or regulation by Harris is not reasonably technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.
- B. In the event of an excusable delay, Harris will make reasonable efforts to notify Customer of the nature and extent of such delay and (1) Harris will be entitled to a schedule an extension on at least a day-for-day basis, and (2) if the delay is caused by Customer's fault or negligence, Harris will be entitled to an equitable adjustment in price under the Agreement.

19. EXPORT AND RE-EXPORT RESTRICTIONS

Customer acknowledges that the Equipment and Software sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada. Customer shall defend, indemnify and hold Harris harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section. The Customer shall supply to the Harris on a timely basis all necessary information and documentation requested by Harris in order to permit the Harris to export the Equipment, Software and/or Services with respect to any Purchase Order issued by the Customer hereunder, in accordance with the terms of this Agreement.

20. COMPLIANCE WITH WASTE RECYCLING LAWS

Customer acknowledges and agrees that the supply of the Equipment by Harris to the Customer, and the resale or re-supply of the Equipment by the Customer, may give rise to obligations for Harris and the Customer under the Environmental Laws as hereinafter defined. The Customer shall be responsible for the collection, recycling, reuse and disposal of the Equipment in compliance with the Environmental Laws. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and these terms and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive as defined hereinafter. "WEEE Directive" means the EU Directive on Waste Electrical Equipment and shall include any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority. Harris may arrange for services, paid for by Customer, to recycle or dispose of Harris manufactured products in compliance with the Environmental Laws. The Customer shall indemnify and hold Harris and each of its affiliates harmless against all expenses, costs, claims, liabilities or damage of any nature incurred by any of them relating to the collection, recycling, reuse and disposal of any Equipment or otherwise arising in connection with their respective obligations under the Environmental Laws, or by reason of any failure or alleged failure by the Customer to comply with its obligations under the Environmental Laws. The Customer shall provide Harris with such compliance plans or other documents and information that Harris may reasonably request to enable Harris and its affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of their respective obligations under this Section and the Environmental Laws.

21. LIMITATION OF LIABILITY

CUSTOMER IS EXPRESSLY NOTIFIED THAT UNDER NO CIRCUMSTANCES SHALL HARRIS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PARTY, INCLUDING THIRD PARTIES, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY). IN NO EVENT SHALL HARRIS' LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED HEREUNDER. THIS SECTION SHALL SURVIVE THE TERM OR EXPIRATION OF THIS AGREEMENT. CUSTOMER AGREES TO INDEMNIFY HARRIS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR SOFTWARE.

22. APPLICABLE LAW, VENUE, AND JURISDICTION

The Agreement, and any disputes related thereto, shall be governed by and interpreted in accordance with the laws of the State of Florida, USA, regardless of any conflict of law principles requiring the application of any other law. The parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to the Agreement, to the contractual relationship created under the Agreement, and to the construction, validity, enforcement, and interpretation of the Agreement. The parties agree that the exclusive venue for any action arising out of or related to the Agreement shall be in the courts with the appropriate jurisdiction located in Brevard County, Florida, and each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of the Agreement shall be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.

23. JURY WAIVER

CUSTOMER AND HARRIS FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION RELATING TO THE DISPUTE OR INTERPRETATION OF THE AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. THE PARTIES SPECIFICALLY ACKNOWLEDGE THAT THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY AFTER AN ADEQUATE OPPORTUNITY TO NEGOTIATE ITS TERMS AND THAT SUCH WAIVER IS MATERIAL CONSIDERATION FOR THE SALE AND PURCHASE CONTEMPLATED HEREBY.

24. ASSUMPTION OF RISK

Each party hereto acknowledges (a) the risks of its undertakings hereunder, (b) the uncertainty of the benefits and obligations hereunder, and (c) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party's opinion shall be the basis of that party's decision to enter into the Agreement.

25. RELIANCE ON COUNSEL AND OTHER ADVISORS

Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into the Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of the Agreement, and the Agreement shall not be construed against either party as the drafter.

26. COMPLIANCE WITH APPLICABLE LAWS

Customer warrants that Customer shall comply with any and all applicable US federal and state laws, and shall operate in good faith to comply with other laws and regulations and industry best practices, applicable to such party's performance hereunder, and shall promptly act to correct any noncompliance once identified.

27. GENERAL PROVISIONS

- A. Publicity. Neither party will, without the prior written consent of the other party: (a) make any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or (b) in any manner advertise or publish the fact of this Agreement.
- B. Default. If Customer defaults in any of Customer's obligations hereunder, including, but not limiting to failure to pay all sums when due, Customer will be liable for all costs to Harris resulting from Harris' attempt to enforce its rights hereunder, including, but not limited to collection agency fees, attorney fees, court costs, etc.

- C. **Assignment.** Customer shall not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.
- D. **Enforceability.** If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which shall continue in full force and effect.
- E. **No Waiver.** Waiver or failure by Harris to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any terms or condition herein, will not be a future waiver of any such right, or be a waiver of any other term, condition or remedy contained herein.
- F. **Notices.** All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile, if confirmed within three (3) business days by one of the other methods herein, at the addresses or facsimile numbers indicated or to such other addresses or facsimile numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to Harris Corporation, PO Box 37, MS: R5/11A, Melbourne, FL 32902 Attention: Contracts Manager.
- G. **English Language.** The Parties confirm that it is their wish that this Agreement, as well as any other documents relating hereto including notices, have been and shall be drawn up in English only.
- H. **GSA.** All purchase orders under GSA Schedule #GS-35F-0283J are subject to the GSA Terms and Conditions which will supersede all other Terms and Conditions provided.

28. CLAUSES INCORPORATED BY REFERENCE

The following Federal Acquisition Regulations/Defense Federal Acquisition Supplement ("FAR/DFARS") clauses are incorporated herein by reference, to the extent these clauses are applicable, with the same force and effect as if they are included in full text: 52.219-8 Utilization of Small Business Concerns, 52.222-26 Equal Opportunity, 52.222-35 Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era and other eligible Veterans, 52.222-36 Affirmative Action for Workers With Disabilities, 52.222-39 Notification of Employees Rights Concerning Payment of Union Dues or Fees, 52.247-64 Preference For Privately Owned U.S. Flag Commercial Vessels, 252.225-7014 Preference for Domestic Specialty Metals, Alternate 1, 252.247-7023 Transportation of Supplies by Sea, and 252.247-7024 Notification of Transportation of Supplies by Sea.

29. ENTIRE AGREEMENT

The Agreement supersedes all previous proposals, negotiations, conversations, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms, will be binding unless made in writing and signed by duly authorized representatives of both parties.

TO: _____

FROM: Sgt. Jim Washburn

DATE: 29 JUL 09



BUREAU OF INVESTIGATIVE SERVICES
ORGANIZED CRIME DIVISION
3340 W. FILLMORE, ROOM 2180
CHICAGO, IL 60624
FAX: 312-746-7278
TX: 312-746-7922

SUBJECT: Bailment Agreement

THIS FACSIMILE CONSISTS OF 3 Pages, Including Cover Page



BAILMENT AGREEMENT

EQUIPMENT BAILMENT AGREEMENT made this date of July 29, 2009 between Harris Corporation, Government Communications Systems Division, with its principal office in Melbourne, FL, hereinafter referred to as "the Lender", and CHICAGO POLICE DEPARTMENT, with its principal office 3340 W. FILLMORE AVE, CHICAGO, IL 60624 hereinafter referred to as "the Bailee".

The Lender hereby agrees to loan to the Bailee AMBERJACK-X SN 443, hereinafter referred to as the "Equipment," subject to the following terms and conditions:

Section 1. Use of Equipment.

The Bailee shall hold the equipment in trust for and subject to the security interest of the Lender; to be used by the Bailee, without expense to Lender or Bailee, for the sole purpose of supporting the demonstrations in the pursuit of Lender's opportunities. Bailee expressly agrees that the Equipment will not be used for any other purpose without prior written authorization from Lender.

Section 2. Term of Agreement.

The loan period shall run from shipment date JULY 29, 2009 through return date AUGUST 31, 2009, unless otherwise extended through the mutual written consent of the parties hereto or terminated by either party.

Section 3. Location of Equipment.

The Equipment is to be retained in the Bailee's possession at the Bailee's place of business or at such facility as is required to support the demonstrations in the pursuit of Lender's opportunities. The Lender will bear the expense of shipping the Equipment from the Lender to the Bailee, and at the conclusion of the term, the Bailee agrees to bear the expense of shipping the Equipment back to the Lender.

Section 4. Ownership of Equipment.

Title to the Equipment shall remain vested always in the Lender; Bailee shall have no claims towards ownership unless transferred to the Bailee by sale through the Lender's established sales procedures. The Bailee shall have only the right to retain or sell the possession of said Equipment pursuant to the conditions of those procedures. The Bailee shall give the Lender immediate notice of any claim, levy, lien, or legal process issued against the Equipment. This agreement does not address the sale of this equipment.



Section 5. Risk of Loss Damage.

Bailee shall be liable for loss or damage to the property up to the agreed to unit value of \$24,300.

Section 6. Export.

The Bailee represents and warrants that no technical data furnished to it by the Lender shall be disclosed to any foreign nation, firm, or country, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulation (ITAR) or the Export Administration Regulation (EAR), including the requirement for obtaining any export license if applicable. The Bailee shall first obtain the written consent of the Lender prior to submitting any request for authority to export any such technical data. The Bailee shall indemnify and hold the Lender harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the Bailee to comply with this clause or the ITAR and EAR.

Section 7. Taxes and Duties.

Except for the State of Florida, any present or future Federal, State, or local taxes and duties, including any foreign country, with respect to the Equipment in Bailee's possession shall be the responsibility of the Bailee. The Bailee shall indemnify the Lender for any such taxes and duties which are actually paid by the Lender together with any interest penalty which accrues thereto; provided, that the Lender shall promptly advise the Bailee of any such taxes and duties asserted to be due, and the Bailee may make such objective thereto, file such protests and otherwise take such actions as the Bailee deems advisable in the circumstances, and the Lender shall cooperate with the Bailee in connection therewith.

IN WITNESS WHEREOF, the parties hereto have extended this Agreement the day and year first above written.

HARRIS CORPORATION
Government Communications Systems Division

By: _____

Title: Customer Service Manager

Date:

By: Sgt. J. Washburn 1765
James Washburn

Title: Sergeant/OCD

Date: 29 Jul 09

Business Development
BA00016



WPG AmberJack Upgrade Request

July 29, 2009

Company:	Chicago Police Department
First Name:	James
Last Name:	Washburn
Telephone:	312-747-7922
Email Address:	James.washburn@chicagopolice.org
PO#:	
Return Street Address 1:	3340 W. Fillmore
Return Street Address 2:	Room 2180
Return City:	Chicago
Return State/Province:	IL
Return Zip/Postal Code:	60624
Product (s) requiring upgrade	AMBERJACK - TO AMBERJACK -
Serial Number(s)	

WPG Solutions

407 John Rodes Boulevard
Melbourne, FL USA 32934

1-888-358-5297
www.wpg.harris.com



AmberJack-X (3123330-101)

Check List

QTY	Description	Part Number
1	AmberJack-X Chassis	AJ-X
1	Cable Assy, DBDF (Goosamer)	3120038-101
1	Cable Assy, (StingRay)	3099547-101
1	Accessory Kit	3087885-101
2	Eyebolt, Swivel	47821
1	Tool, Eyebolt	47641/94882
1	Webbing Assy	8834T561
2	Fuse	270-1006
1	Carrying Case w/Keys	NPN
1	3-Way Splitter	DC15A-3J1



HARRIS CORPORATION

Wireless Products Group
407 John Rodes Boulevard
Melbourne, Florida 32934

July 29, 2009

WPG AMBERJACK UPGRADE SHIPPING INSTRUCTIONS

- Please send your AmberJack(s) to the address below and be sure to include the completed Upgrade form to ensure a quick turnaround of the equipment. If you haven't already done so, also email a copy of your completed form to susan.mccreery@harris.com or fax to 321-409-6975.

Return unit to address:

Harris Corporation -WPG
407 John Rodes Boulevard
Melbourne, Florida 32934

Attn: [REDACTED]

Shipping charge number listed below. Please be sure and place 6779-4001 in the reference section of the waybill.

FED EX: 273895442 (Reference: 6779-4001)



WPG AmberJack Upgrade Request

July 29, 2009

Company:	
First Name:	
Last Name:	
Telephone:	
Email Address:	
PO#:	
Return Street Address 1:	
Return Street Address 2:	
Return City:	
Return State/Province:	
Return Zip/Postal Code:	
Product (s) requiring upgrade	AMBERJACK - TO AMBERJACK -
Serial Number(s)	

WPG Solutions

407 John Rodes Boulevard
Melbourne, FL USA 32934

1-888-358-5297
www.wpg.harris.com



Please Remit Payments:
 Harris Corporation, GCSD
 Citibank Delaware
 P.O. Box 7247 - LB 6759
 Philadelphia, PA 19170-6759 USA

Invoice	INV6779-02239
Date	10/13/2009
Page:	1

Invoice

Bill To:

Chicago Police Department
 James Washburn
 3340 W. Fillmore Ave
 james.washburn@chicagopolice.
 org
 Chicago IL 60624

Ship To:

SGT James Washburn
 Chicago Police Dept
 3340 W. Fillmore Ave
 Chicago IL 60624

Original Invoice

Purchase Order No.	Customer ID	Salesperson	Shipping Method		Pmt Terms	Req Ship Date	Harris Ord No.
15457	CPB-CHGIL-001	WPG3	BEST WAY		Net 30	6/8/2009	ORD6779-01271
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	AJ-W-UG	3049	AmberJack-X or G to AmberJack-W Upgrade Serial Number		\$18,000.00	\$18,000.00
1		1 SPURDOG		Handheld Passive DF Tool		\$12,000.00	\$0.00

HARRIS CORP - WIRELESS PRODUCTS GROUP
 P.O. BOX 9800, M/S R5-11A
 MELBOURNE, FL 32902-9800
 PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Subtotal	\$18,000.00
Deposit	\$0.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$18,000.00



SHIPPER

1. SHIPMENT NO. CHI 457 AJ UP 49	PARTIAL	FINAL	2. CONTRACT NUMBER/P.O. NUMBER 15457	3. SUPPLEMENTS & CHANGE ORDERS			4. PROJECT NUMBER 6779-4001	
5. SHIPPED VIA ATF - FEDEX - ON			7969 8173 5214	PREPAID XX	COLLECT	6. DATE SHIPPED 28-Sep-09	7. PAGE OF 1 1	
8. SHIPMENT INITIATED BY JRUBEL R5/11A x7320/DBRUDER R5/11A x7421			9. SHIPMENT AUTHORIZED BY DWHEELER R5/11A X7432			10. ACCEPTANCE POINT		
11. PRIME CONTRACTOR HARRIS CORPORATION, GCSD P.O. BOX 37 MELBOURNE, FL 32902				12. PRIME CONTRACT ADMINISTERED BY				
13. SHIPPED FROM (IF OTHER THAN 11.) HARRIS CORPORATION, GCSD 407 NORTH JOHN RODES BLVD MELBOURNE, FL 32934				14. PAYMENT WILL BE MADE BY				
15. SHIPPED TO CHICAGO POLICE DEPT 3340 W. FILLMORE AVE CHICAGO, IL 60624				16. MARKED FOR ATTN: SGT. JAMES WASHBURN PHONE #: 312-746-7922 FAX #:				
17. ITEM NO.	18. STOCK / PART NUMBER 001 AJ-W-UP AMBERJACK-W UPGRADE (L) S/N 3049	DESCRIPTION		19. UNIT PRICE \$18,000.00	20. EXTENDED PRICE \$18,000.00	21. QUANTITY SHIPPED 1	22. UNIT EA	
AFTER THE FACT SHIPPER DATED 29 SEPT 2009 PARTS WERE SHIPPED AS DATED ABOVE								
23. REASON FOR SHIPMENT CONTRACTUAL				DIMENSION: 25 X 25 X 13	26. PACKAGED BY EJP	DATE 28-Sep-09		
24. HARRIS SHIPPING INSPECTOR RAE MINE - Q333		25. CUSTOMER INSPECTION 28-Sep-09		27. TYPED BY VLR	DATE 29-Sep-09			
28. APPROPRIATION NUMBER H-0174-PMEY 10000		29. SHIPMENT CODE	30. BILLING CODE	32. NUMBER OF PIECES 1 CTN	33. WEIGHT 52#			
31. I CERTIFY THAT THE ITEMS LISTED HEREIN HAVE BEEN INSPECTED AND OR ACCEPTED BY ME OR UNDER MY SUPERVISION AS NOTED.								
SIGNATURE OF AUTHORIZED CUSTOMER/GOVERNMENT REPRESENTATIVE H-0174-PMEY 10000				DATE				

R10-0424

07271

Chicago Police Department
Organized Crime Division

PURCHASE ORDER

DATE:
P.O. #

3/9/2009
15457

3340 W. Fillmore Ave.
Chicago, IL 60624
Phone: 312-747-7922
james.washburn@chicagopolice.org

Delivery date = 7/9/09

VENDOR
Harris Corporation
Wireless Products Group
P.O. Box 9800
Melbourne, FL 32902-9800
800-358-5297

SHIP TO
Sgt. James Washburn
Chicago Police Department
3340 W. Fillmore Ave.
Chicago, IL 60624
312-746-7922

 COPY

SHIPPING METHOD	DELIVERY DATE	SHIPPING TERMS
	ASAP	

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
STINGRAY II-UP	StingRay II Upgrade	1	65,000.00	65,000.00
STINGRAY II-IDEN-SW	StingRay II IDEN software Package	1	22,000.00	22,000.00
PA-KIT-30W IDEN 800	PA-KIT-30W Single Band IDEN 800	1	14,000.00	14,000.00
PA-KIT-30W DUAL BAND	PA-KIT-30W Dual-Band Conus 850/900	1	17,500.00	17,500.00
PA-KIT-30W 2100	PA-KIT-30W Single Band 2100 mhz	1	16,000.00	16,000.00
AJ-W-UG	AmberJack-X or G to AmberJack-W	1	18,000.00	18,000.00
SUPERDOG	Handheld Passive DF Tool	1	12,000.00	12,000.00

Other Comments or Special Instructions:

Per our discussion with Lin Vinson, a "loaner" Sting Ray II will be supplied while our StingRay I is being upgraded

SUBTOTAL \$ 164,500.00
TAX RATE NA
TAX

TOTAL \$ 164,500.00

Sergeant James Washburn #1765

Authorized by

9-Mar-09

Date

If you have any questions about this purchase order, please contact
[Name, Phone #, E-mail, Phone, Fax]



Please Remit Payment to:
Harris Corporation, GCSD
Citibank Delaware
P.O. Box 7247 - LB 6759
Philadelphia, PA 19170-6759 USA

Invoice	INV6779-02239
Date	10/13/2009
Page	1

Invoice

Bill To:

Chicago Police Department
James Washburn
3340 W. Fillmore Ave
james.washburn@chicagopolice.org
Chicago IL 60624

Ship To:

SGT James Washburn
Chicago Police Dept
3340 W. Fillmore Ave
Chicago IL 60624

Purchase Order No.	Customer ID		Salesperson	Shipping Method	Pmt Terms		Harris Ord No.
15457	CPB-CHGIL-001		WPG3	BEST WAY	Net 30	6/8/2009	ORD6779-01271
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1		AJ-W-UG 3049	AmberJack-X or G to AmberJack-W Upgrade Serial Number		\$18,000.00	\$18,000.00
			SPURBOG	Handheld Passive DF Tool		\$12,000.00	\$0.00

All above items received in good
working order

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A.
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Subtotal	\$18,000.00
Deposit	\$0.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$18,000.00



Quote	QTE6779-02486
Date	4/26/2010
Page:	1

Quotation

BILL To:

Chicago Police Bureau of Investigative Service
Attn: Denise Elmazi
Sayers as Agent for
Technology Finance LLC
Mt. Prospect IL 60056
1150 Feehanville Drive

SHIP To:

Sgt. Jim Washburn
james.washburn@
chicagopolice.org
3340 W. Fillmore Ave.
Chicago, IL 60624

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	CPB-CHGIL-001	WPG3		Net 30	0/0/0000	3,050
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	KINGFISH	KingFish	EA		\$27,800.00	\$27,800.00
1	KF-CDMA-SW	KingFish CDMA Software Package	EA		\$18,100.00	\$18,100.00
1	KF-GSM-SW	KingFish GSM Software Package	EA		\$18,100.00	\$18,100.00
1	KF-IDEN-SW	KingFish IDEN Software Package	EA		\$18,100.00	\$18,100.00
1	2014069-101	Rugged Mini-PC Controller (GD Go Book)	EA		\$5,500.00	\$5,500.00
1	PA-KIT-25W-CONUS	High Powered Filtered 25W PA Kit-800/850/2100 MH	EA		\$11,500.00	\$11,500.00
1	CONV-2100/1700-W/BP	Band IV - AWS Converter - CONUS	EA		\$19,800.00	\$19,800.00
1	AJ-W	AmberJack Wide Band DF Antenna	EA		\$38,400.00	\$38,400.00
	NOTE		*			\$0.00
		Delivery will be 90 days ARO unless otherwise stated. Prices are subject to change. Quotes are valid 180 days from date of issue. Attached Ts&Cs are applicable to all resultant orders.				

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Approved By:

Subtotal	\$157,300.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$157,300.00

9. PAYMENT TERMS

- A. Payment for an invoice is due within thirty (30) days from the date of the invoice. Late payment shall be accrued interest at either the lower of one and half percent per month or the highest rate allowed by law, to the outstanding balance due.
- (i) Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services to be delivered or Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Orders.
 - (ii) Domestic Purchase Orders for Maintenance Agreements require full payment of the Purchase Price prior to the start of the term of the Maintenance Agreement or Harris' obligation to perform.
 - (iii) International Purchase Orders are for shipments of Equipment, Software and/or Services to be performed outside the continental United States and Canada. Harris will submit an invoice after it has receipt of an approved export license; Harris will not ship any Equipment, Software nor perform any Services under the Purchase Order until it receives full payment of the Purchase Price of the Purchase Order.

10. ANNUAL MAINTENANCE AGREEMENT

Upon expiration of warranty period, Customer can execute a separate maintenance agreement with Harris for Equipment and/or Software. Such maintenance agreements are available for a percentage of the original Purchase Prices of the Equipment and/or Software. Annual maintenance agreements include:

- A. Customer telephone support during normal business hours (Monday through Friday, Eastern Standard Time).
- B. Additional twelve (12) month warranty on Equipment, with respect to the Equipment Maintenance Agreement.
- C. For Software maintenance agreements it includes notification of and free access to Software upgrades as defined in the maintenance agreement.

11. EQUIPMENT RETURN POLICY

- A. Equipment Damaged in Shipment. Upon receipt of shipments, Customer must open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivering carrier within 48 hours and request an inspection. After notifying the freight carrier, Customer promptly shall contact Harris for further instructions. Damaged Equipment shall not be returned without Harris' prior authorization.
- B. Items Shipped in Error. If the Equipment Customer receives is not what the Customer ordered, Customer will promptly notify the Harris responsible for the fulfillment of the Purchase Order. Customer agrees not to discard packing material. Harris will issue a return authorization.
- C. Defective Equipment. If the Equipment Customer receives is defective, it is covered under the Harris or manufacturer's standard equipment warranty. Upon discovery of a warranty problem, Customer promptly must contact the Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued a return authorization, including a form Customer must fill out describing the nature of the Equipment defect.
- D. Other Reasons. If Customer needs to return Equipment for other reasons, Customer must contact Harris for a return authorization. Harris' customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer's request, a return authorization will be issued. Customer agrees not to return any Equipment without a return authorization. Equipment being returned is subject to restocking and other charges. CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.
- E. Upon Receipt of a Return Authorization. Return authorization numbers must appear on each individual package being returned. Customer is responsible for insuring the return for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without return authorization numbers. All Equipment being returned for credit must be returned in a timely manner and in good condition. Harris will inspect all Equipment returned. If there is damage, wear and tear, or if there are missing components or accessories, Harris may charge Customer for repair/refurbishment.

12. LIMITED WARRANTY

- A. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty shall commence on the Date of Acceptance of the individual item of Equipment and Software and terminate 12 months thereafter. Written notice of any defects shall be given to Harris upon discovery and Harris shall promptly correct such defects by repair or replacement, at its option, without charge, either ROB Harris' plant or service in the field. Harris uses new and reconditioned parts to satisfy warranty repairs and replacements under the terms of this warranty. Defective articles shall not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris shall have the right of final determination as to the existence and cause of any claimed defect.

Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:

- (i) Acts of God.
- (ii) Physical impact, crash or foreign object damage.
- (iii) Improper maintenance, storage, modification or alteration by the Customer or its Customer.
- (iv) The Customer's or its Customer operation of the items delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect.
- (v) Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use).
- (vi) Equipment or Software subjected to misuse or detrimental exposure or negligence;
- (v) Defects caused by improper storage, use, installation or maintenance;

Note: Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.

Chicago Police Department Organized Crime Division

PURCHASE ORDER

DATE: 11/4/2010
P.O. # 10152

3340 W. Fillmore Ave.
Chicago, IL 60624
Phone: 312-747-7922
james.washburn@chicagopolice.org

Digitized by srujanika@gmail.com

VENDOR

Harris Corp - Wireless Products Group
p.o. Box 9800 M/S R5-11A
Melbourne, FL
32902-9800
800-358-5297

SHIP TO

Sgt. James Washburn
Chicago Police Department
3340 W. Fillmore Ave.
Chicago, IL 60624
312-746-7922

SHIPPING METHOD	DELIVERY DATE	SHIPPING TERMS		
	ASAP			
ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
King Fish	King Fish	1	27,800.00	27,800.00
KF-CDMA-SW	King Fish CDMA Software Package	1	18,100.00	18,100.00
KF-GSM-SW	King Fish GSM Software Package	1	18,100.00	18,100.00
KF-IDEN-SW	King Fish IDEN Software Package	1	18,100.00	18,100.00
2014069-101	Rugged Mini-PC Controller (Go Book)	1	5,500.00	5,500.00
PA-KIT-25W-CONUS	High Powered 25W PA Kit	1	11,500.00	11,500.00
CONV-2100/1700-W/BP	Bond 1V-AWS Converter-CONUS	1	19,800.00	19,800.00
AJ-W	Amber Jack Wide Band DF Antenna	1	38,400.00	38,400.00

Other Comments or Special Instructions

All Equipment per quote# QTE6779-02485

Training Included on Site at Homan Square

SUBTOTAL \$ 157,300.00

TAX RATE

Shipping

TOTAL \$153,300.00

Sergeant James Washburn #1765

Authorized by

04 Nov. 2010

If you have any questions about this purchase order, please contact:
Sgt. James Washburn, 312-746-7922, FAX 312-746-7278

Chicago Police Department

Organized Crime Division

PURCHASE ORDER

DATE: 11/4/2010
P.O. # 10152

3340 W. Fillmore Ave.
Chicago, IL 60624
Phone: 312-747-7922
james.washburn@chicagopolice.org

VENDOR
Harris Corp - Wireless Products Group
p.o. Box 9800 M/S R5-11A
Melbourne, FL
32902-9800
800-358-5297

SHIP TO
Sgt. James Washburn
Chicago Police Department
3340 W. Fillmore Ave.
Chicago, IL 60624
312-746-7922

SHIPPING METHOD	DELIVERY DATE	SHIPPING TERMS		
	ASAP			
ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
King Fish	King Fish	1	27,800.00	27,800.00
KF-CDMA-SW	King Fish CDMA Software Package	1	18,100.00	18,100.00
KF-GSM-SW	King Fish GSM Software Package	1	18,100.00	18,100.00
KF-IDEN-SW	King Fish iDEN Software Package	1	18,100.00	18,100.00
2014069-101	Rugged Mini-PC Controller (Go Book)	1	5,500.00	5,500.00
PA-KIT-25W-CONUS	High Powered 25W PA Kit	1	11,500.00	11,500.00
CONV-2100/1700-W/BP	Bond 1V-AWS Converter-CONUS	1	19,800.00	19,800.00
AJ-W	Amber Jack Wide Band DF Antenna	1	38,400.00	38,400.00

Other Comments or Special Instructions

All Equipment per quote# QTE6779-02485
Training Included on Site at Homan Square

SUBTOTAL \$ 157,300.00
TAX RATE NA
Shipping

TOTAL \$157,300.00

Sergeant James Washburn #1765
Authorized by

04 Nov 2010

If you have any questions about this purchase order, please contact
Sgt. James Washburn, 312-746-7922, FAX 312-746-7278



Quote	QTE6779-03321
Date	11/30/2011
Page:	1

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Quotation

Bill To:

Chicago Police Bureau of Investigative Services
Attn: Denise Elmazi
Sayers as Agent for
Technology Finance LLC
1150 Feehanville Drive
Mt. Prospect IL 60056

Ship To:

Chicago Police Bureau of Investigative Services
Chicago Police Department
Attn: Sgt. James Washburn
3340 W. Fillmore Ave.
1-312-746-7922
Chicago IL 60624

DISCLOSURE OF THIS DOCUMENT AND THE INFORMATION IT CONTAINS ARE STRICTLY PROHIBITED BY FEDERAL LAW (18 U.S.C. § 2512). THIS DOCUMENT CONTAINS HARRIS TRADE SECRET AND CONFIDENTIAL BUSINESS OR FINANCIAL INFORMATION EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. THIS DOCUMENT MAY CONTAIN TECHNICAL DATA ACCORDING TO THE DEPARTMENT OF STATE, INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR), 22 CFR CHAPTER 1, SUBCHAPTER M, PARTS 123-130) AND THE DEPARTMENT OF COMMERCE, EXPORT ADMINISTRATION REGULATIONS (EAR), 15 CFR PARTS 730-774. THIS DOCUMENT AND THE INFORMATION IT CONTAINS MAY NOT BE EXPORTED OR SHARED WITH A FOREIGN NATIONAL WITHOUT A VALID EXPORT AUTHORIZATION, BEFORE MAKING OR PERMITTING ANY DISCLOSURE OF THIS DOCUMENT OR THE INFORMATION IT CONTAINS, WHETHER IN FULL OR IN PART. HARRIS SHALL BE GIVEN TIMELY NOTICE AND THE OPPORTUNITY TO CHALLENGE SUCH DISCLOSURE UNDER APPLICABLE LAW.

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	CPB-CHGIL-001	WPG3	BEST WAY	Net 30	0/0/0000	4,015
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
		NOTE Sales Tax has been added to your quote. Please include sales tax on your P.O. or provide one of the following documents: Direct Pay Permit, Tax Exempt Certificate, or Resale Certificate.	*			\$0.00
1	SRAY-II-U-SW	StingRay II U Software	EA		\$22,000.00	\$22,000.00
		NOTE Delivery will be 120 days ARO. Prices are subject to change. Quotes are valid 180 days from date of issue. Attached Ts&Cs are applicable to all resultant orders.	*			\$0.00

Remit Payment To:

[REDACTED]

Please reference the invoice number with your payment.

Subtotal	\$22,000.00
Misc	\$0.00
Tax	\$2,090.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$24,090.00

Bonine, Julie

From: [REDACTED]
Sent: Thursday, November 04, 2010 1:12 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: FW: Purchase Order
Attachments: Tech Lab King fish.pdf; 02485_CHICAGO PD.pdf

QTE 02485 attached.

Can you please let me know an ETA for this customer?

Thanks

*No
cover everything
by word
me / Dec
other
conv ↑*

[REDACTED]
Sales Support / Customer Service

Advanced Programs & Technology
Harris Corporation, GCS
[REDACTED]

www.premier.harris.com/wpg
[REDACTED]

From: Washburn, James R. [mailto:James.Washburn@chicagopolice.org]
Sent: Thursday, November 04, 2010 12:35 PM
To: [REDACTED]
Subject: Purchase Order

Susan

Attached is the Purchase Order for the King fish

Sgt. James Washburn
Chicago Police Department
Organized Crime Division
312-746-7922 Office
312-287-2334 Cell



BAILMENT AGREEMENT

EQUIPMENT BAILMENT AGREEMENT made this date of **July 7, 2011** between Harris Corporation, Government Communications Systems Division, with its principal office in Melbourne, FL, hereinafter referred to as "the Lender", and **CHICAGO POLICE DEPARTMENT** with its principal office **3340 W. FILLMORE AVE. CHICAGO, IL 60643** hereinafter referred to as "the Bailee".

The Lender hereby agrees to loan to the Bailee **KINGFISH S/N 0501** hereinafter referred to as the "Equipment," subject to the following terms and conditions:

Section 1. Use of Equipment.

The Bailee shall hold the equipment in trust for and subject to the security interest of the Lender; to be used by the Bailee, without expense to Lender or Bailee, for the sole purpose of supporting the demonstrations in the pursuit of Lender's opportunities. Bailee expressly agrees that the Equipment will not be used for any other purpose without prior written authorization from Lender.

Section 2. Term of Agreement.

The loan period shall run from shipment date **JULY 7, 2011** through return date **SEPTEMBER 7, 2011**, unless otherwise extended through the mutual written consent of the parties hereto or terminated by either party.

Section 3. Location of Equipment.

The Equipment is to be retained in the Bailee's possession at the Bailee's place of business or at such facility as is required to support demonstrations or at such a location required to fight crime.

Section 4. Ownership of Equipment.

Title to the Equipment shall remain vested always in the Lender; Bailee shall have no claims towards ownership unless transferred to the Bailee by sale through the Lender's established sales procedures. The Bailee shall have only the right to retain or sell the possession of said Equipment pursuant to the conditions of those procedures. The Bailee shall give the Lender immediate notice of any claim, levy, lien, or legal process issued against the Equipment. **This agreement does not address the sale of this equipment.**

Section 5. Risk of Loss Damage.

Bailee shall be liable for loss or damage to the property up to the agreed to unit value of **\$27,800**.

Business Development
BA00103



Section 6. Export.

The Bailee represents and warrants that no technical data furnished to it by the Lender shall be disclosed to any foreign nation, firm, or country, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulation (ITAR) or the Export Administration Regulation (EAR), including the requirement for obtaining any export license if applicable. The Bailee shall first obtain the written consent of the Lender prior to submitting any request for authority to export any such technical data. The Bailee shall indemnify and hold the Lender harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the Bailee to comply with this clause or the ITAR and EAR.

Section 7. Taxes and Duties.

Except for the State of Florida, any present or future Federal, State, or local taxes and duties, including any foreign country, with respect to the Equipment in Bailee's possession shall be the responsibility of the Bailee. The Bailee shall indemnify the Lender for any such taxes and duties which are actually paid by the Lender together with any interest penalty which accrues thereto; provided, that the Lender shall promptly advise the Bailee of any such taxes and duties asserted to be due, and the Bailee may make such objective thereto, file such protests and otherwise take such actions as the Bailee deems advisable in the circumstances, and the Lender shall cooperate with the Bailee in connection therewith.

IN WITNESS WHEREOF, the parties hereto have extended this Agreement the day and year first above written.

HARRIS CORPORATION
Government Communications Systems Division

By: _____

Title: Customer Service Manager

Date: 7/07/2011

By: _____

Sgt. James Washburn
james.washburn@chicagopolice.org

Title: _____

Date: _____

Business Development
BA00103



Proof of Delivery

[Close Window](#)

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number:	1Z8414860343134882
Service:	UPS Ground
Weight:	39.00 lbs
Shipped/Billed On:	08/23/2011
Delivered On:	08/28/2011 15:23
Delivered To:	MELBOURNE, FL, US
Signed By:	MORRIS
Left At:	Dock

Thank you for giving us this opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS: 11/29/2011 11:38 ET

[Print This Page](#)[Close Window](#)



Proof of Delivery

[Close Window](#)

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number: 1Z6414690343608870
Service: UPS Ground
Weight: 13.00 lbs
Shipped/Billed On: 09/23/2011
Delivered On: 09/28/2011 8:55
Delivered To: MELBOURNE, FL, US
Signed By: MORRIS
Left At: Dock

Thank you for giving us this opportunity to serve you.

Sincerely,
UPS

Tracking results provided by UPS: 11/29/2011 11:35 ET

[Print This Page](#)

[Close Window](#)



Quote	QTE6779-02485
Date	5/18/2010
Page:	1

Quotation

Bill To:

Chicago Police Bureau of Investigative Service
Sgt. Jim Washburn
james.washburn@
chicagopolice.org
Chicago, IL 60624
3340 W. Fillmore Ave.

Ship To:

Sgt. Jim Washburn
james.washburn@
chicagopolice.org
3340 W. Fillmore Ave.
Chicago, IL 60624

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	CPB-CHGIL-001	WPG3		Net 30	0/0/0000	3,060
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	KINGFISH	KingFish	EA		\$27,800.00	\$27,800.00
1	KF-CDMA-SW	KingFish CDMA Software Package	EA		\$18,100.00	\$18,100.00
1	KF-GSM-SW	KingFish GSM Software Package	EA		\$18,100.00	\$18,100.00
1	KF-IDEN-SW	KingFish iDEN Software Package	EA		\$18,100.00	\$18,100.00
1	2014069-101	Rugged Mini-PC Controller (GD Go Book)	EA		\$5,500.00	\$5,500.00
1	PA-KIT-25W-CONUS	High Powered Filtered 25W PA Kit 800/850/2100 MHZ	EA		\$11,500.00	\$11,500.00
1	CONV-2100/1700-W/BP	Band IV - AWS Converter - CONUS	EA		\$19,800.00	\$19,800.00
1	AJ-W	AmberJack Wide Band DF Antenna	EA		\$38,400.00	\$38,400.00
	NOTE	Delivery will be 90 days ARO unless otherwise stated. Prices are subject to change. Quotes are valid 180 days from date of issue. Attached Ts&Cs are applicable to all resultant orders.	*			\$0.00

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-300-7437, wpg@harris.com

Approved By:

Subtotal	\$157,300.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$157,300.00



Quote	QTE6779-03218
Date	9/15/2011
Page:	1

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Quotation

Bill To:	
Chicago Police Bureau of Investigative Services Sgt. Jim Washburn James.washburn@ chicagopolice.org Chicago, IL 60624 3340 W. Fillmore Ave.	

Ship To:	
Chicago Police Department Attn: Sgt. James Washburn 3340 W. Fillmore Ave. 1-312-746-7922 Chicago IL 60624	

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	CPB-CHGIL-001	WPG3	BEST WAY	Net 30	0/0/0000	3,897
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
	NOTE	Each additional Maint Agreement provides 12 months of extended hardware warranty and software upgrades. Extended Maint begins when payment is received.	*			\$0.00
	NOTE	Items are pro-rated so that the maint on all the equipment will expire on 12/6/2012. the first 5 units on the quote are pro-rated 14 months, the rest are the usual 12 month price.	*			\$0.00
1	MT-SRII 2046	Maintenance StingRay II	EA		\$25,667.00	\$25,667.00
1	MT-AJW 3049	Maintenance for AmberJack W	EA		\$5,833.00	\$5,833.00
1	MT-HARPC 1095	Maintenance Harpoons CONUS	EA		\$2,333.00	\$2,333.00
1	MT-HARP21 40012	Maintenance Harpoons 2100	EA		\$2,333.00	\$2,333.00
1	MT-HARPI 30018	Maintenance Harpoons iDEN	EA		\$2,333.00	\$2,333.00
1	MT-KF 0601	Maintenance KingFish	EA		\$4,000.00	\$4,000.00
1	MT-AJW 0488	Maintenance for AmberJack W	EA		\$5,000.00	\$5,000.00
1	MT-CONV4CWBP	Maintenance Converter Band 4 CONUS	EA		\$2,700.00	\$2,700.00



Quote	QTE6779-03218
Date	9/15/2011
Page	2

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Quotation

Bill To:

Chicago Police Bureau of Investigative Services
Sgt. Jim Washburn
james.washburn@
chicagopolice.org
Chicago, IL 60624
3340 W. Fillmore Ave.

Ship To:

Chicago Police Department
Attn: Sgt. James Washburn
3340 W. Fillmore Ave.
1-312-746-7922
Chicago IL 60624

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Reg Ship Date	Master No.
	CPB-CHGIL-001	WPG3	BEST WAY	Net 30	0/0/0000	3,897
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
	1027					
1	MT-25WC	Maintenance 25W PA Kit CONUS	EA		\$1,500.00	\$1,500.00
	1123					
	NOTE		*			\$0.00
		Prices are subject to change. Quotes are valid 180 days from date of issue. Attached Ts&Cs are applicable to all resultant orders.				

Remit Payment To:

Subtotal	\$51,699.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$51,699.00

Please reference the invoice number with your payment.

**Harris Government Communications Systems Division
Terms and Conditions of Sale for
Wireless Equipment, Software and Services**

Effective Date: February 15, 2011

- 1. Definitions.** In addition to the terms defined elsewhere, the following terms used herein have the following meanings:
 - a. "**Agreement**" means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated.
 - b. "**Customer**" means the purchaser of Equipment, Software, or Services from Harris.
 - c. "**Date of Acceptance**" means the date when the Customer receives an item of Equipment, Software and/or Services in an undamaged or non-defective condition.
 - d. "**Environmental Laws**" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive.
 - e. "**Equipment**" means any hardware, including components, but excluding any Software or Services.
 - f. "**Harris**" means Harris Corporation, acting through its Government Communications Systems Division.
 - g. "**Maintenance Agreement**" means a separate agreement for maintenance of the items procured hereunder; such services are not included in this Agreement.
 - h. "**Purchase Order**" means the Customer's purchase order as acknowledged by Harris.
 - i. "**Purchase Price**" means the purchase price as identified in the Purchase Order.
 - j. "**Quote**" means the price quotation of Harris itemizing the purchase price and all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any Maintenance Agreement specifically included in the purchase price.
 - k. "**Services**" means, training, maintenance support, or other services to be provided to Customer as part of the Agreement.
 - l. "**Software**" means software and firmware, including all copies provided to Customer.
 - m. "**WEEE Directive**" means the European Union Directive on Waste Electrical Equipment and includes any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority
- 2. Proposal/Quote Validity.** Prices quoted are valid for 180 days from the date of Quote. After the expiration of the 180-day period, Harris may modify its prices or extend the validity period.
- 3. Restricted Use.** All Wireless Equipment and/or Software sold by Harris provides the Customer with a capability that is restricted and otherwise controlled under United States Code Title 18 §2512. Use of Equipment is strictly governed by applicable federal, state and local law associated with the intercept and monitoring of oral communications. Harris assumes no liability for any use, misuse or improper use of the Equipment and makes no representations as to Equipment suitability for any specific application. Buyer's right to transfer, sell or assign the Equipment shall be limited to authorized law enforcement and government agencies with the prior written consent of Harris.
 - a. In the event that any of the Equipment or Software purchased under this Agreement is lost or stolen, the Customer shall contact the Harris Help Desk at 1-800-358-5297 within 3 business days. Customer shall provide the Part Number and Serial Number of the Equipment and/or Software and a summary of facts surrounding the incident. Failure to comply with this requirement may result in Harris not accepting future orders from the Customer.

4. **Acceptance – Modification of Terms.** The Agreement will be deemed accepted by Customer upon the first to occur of (i) Customer's issuance of the Purchase Order; or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer are rejected unless expressly approved in writing by Harris. No communication from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris reasonably objects thereto, will be binding upon Harris unless such different or additional terms are agreed to in writing by both Harris and Customer.
5. **Taxes.** All prices quoted are exclusive of all applicable sales, use, excise, and other taxes, duties, fees, or charges. Unless evidence of valid tax exempt status and/or resale certificate is provided by Customer prior to shipment, Harris shall add and Customer shall pay all such applicable taxes or charges levied or imposed to the invoice for the Equipment, Software, and/or Services.
6. **Shipping and Delivery.** Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and include freight charges. Harris may ship Equipment in multiple lots and Customer agrees to accept such multiple shipments and pay for each lot in accordance with the payment terms set forth herein.
7. **Title and Risk of Loss.** Title to and risk of loss for Equipment and Software media sold under the Agreement will pass to Customer upon receipt of equipment.
8. **Payment Terms.**
 - a. Payment for an invoice is due within 30 days from the date of the invoice. Late payment will accrue interest to the outstanding balance at the lower of (i) 1.5% per month, or (ii) the highest rate allowed by law.
 - b. Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services to be delivered or Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Orders.
9. **Annual Maintenance Agreement.** Upon expiration of the warranty period, Customer may execute a separate maintenance agreement with Harris for Equipment. Annual maintenance agreements include:
 - a. Customer telephone support during normal business hours, excluding holidays (Monday through Friday, Eastern Time).
 - b. Additional 12-month warranty on Equipment, with respect to the Equipment Maintenance Agreement.
10. **Equipment Return Policy.**
 - a. **Equipment Damaged in Shipment.** Upon receipt of shipments, Customer should open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivery carrier within 48 hours and request an inspection from the freight carrier. After notifying the delivery carrier of damage, Customer will promptly contact Harris for further instructions. Damaged Equipment may not be returned without Harris' prior authorization. For Equipment returned under this paragraph the Date of Acceptance shall be adjusted to reflect the date repaired or undamaged Equipment is received.

- b. **Items Shipped in Error.** If the Customer receives Equipment and/or Software in error, the Customer will promptly notify Harris and Harris will provide return instructions, pay shipping costs (provided Harris' instructions are followed) and provide a Return Material Authorization (RMA). Customer will retain the Equipment's original packing material for use in return shipment to Harris.
- c. **Defective Equipment.** Equipment is provided with either Harris' standard equipment warranty or the manufacturer's standard equipment warranty. Upon discovery of a defect or other warranty-related problem, Customer shall promptly contact Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued an RMA, including a form which Customer must fill out describing the nature of the Equipment defect.
- d. **Other Reasons.** If Customer desires to return Equipment for other reasons, Customer must contact Harris for a RMA. Harris' customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer's request, an RMA will be issued. Customer will not return any Equipment without an RMA. Equipment being returned may be subject to restocking and other charges. CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.
- e. **Upon Receipt of a Return Authorization.** RMA numbers must appear on each individual package being returned. Customer is responsible for ensuring the safe return of Equipment for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without a valid RMA number. All Equipment being returned for credit must be returned in a timely manner and in good condition. If Equipment show evidence of damage, wear and tear, or if components or accessories are missing, then Harris at its sole judgment may reduce any credit agreed to prior to receipt of the Equipment.

11. Limited Warranty.

- a. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty will commence on the Date of Acceptance of the individual item of Equipment and Software and will terminate after 12 months. Written notice of any defects will be given to Harris upon discovery and Harris will promptly correct such defects by repair or replacement, at its option, without charge. Harris uses new and reconditioned parts to complete repairs and replacements under the terms of this warranty. Defective articles will not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris will determine, in its sole discretion, existence and cause of the claimed defect. Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:
 - i. Acts of God.
 - ii. Physical impact, crash or foreign object damage.
 - iii. Improper installation, use, maintenance, storage, modification or alteration by the Customer or its Customer.
 - iv. The Customer's (or its customer's) operation of the Equipment delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect.
 - v. Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use.)
 - vi. Equipment or Software subjected to misuse, detrimental exposure or negligence.
- b. Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.

- c. For purposes of Harris' warranties for Equipment and Software media, a "defect" is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, misuse or lack of care in operation, maintenance or handling. Customer's written notice of the defect must include a description of the defect with detailed information reasonably sufficient for Harris to identify the defect and determine its probable cause. Components or parts that Customer claims to be defective must be available to Harris for inspection and testing. Customer may not return defective Equipment, components or parts without first obtaining an RMA and instructions from Harris. Customer is solely responsible for U.S. Customs and Border Protection clearance or permissions for all replacement parts.
- d. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD IN THE CASE OF SOFTWARE. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.
- e. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE. IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECTED TO NEGLECT, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.
- f. HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE WILL INCREASE OR EXTEND ANY HARRIS WARRANTY.

12. Repairs. To repair any Wireless products Equipment after the 12-month warranty has expired, Customer may call 1-800-358-5297 to obtain an RMA number and a quote for the estimated cost for repair.

- a. **Repair Policy.** To affect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory with a written description of the failure mode. Out-of-warranty repairs apply to any Equipment and/or Software whose standard 12-month warranty has expired, no Maintenance Agreement has been purchased and paid for, and/or any Equipment and/or Software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under 11.a above. Equipment and/or Software should not be returned to the Harris' factory without an RMA. Call 1-800-358-5297 to obtain an RMA number.

- b. **Support Policy.** Harris provides free help desk support throughout the warranty period and Maintenance Agreement of purchased Equipment and/or Software. Technical support is available Monday through Friday, during normal business hours (Eastern Time) excluding holidays, via the help desk support center at 1-800-358-5297.

13. Software License.

- a. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The Software furnished with the Equipment will be of the latest generation available at the time of shipment of the Equipment. Harris is under no obligation to supply updates to the Software except where expressly agreed to by the parties in writing.
 - b. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.
 - c. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title or rights to the Software. All rights in patents, copyrights and trade secrets in relation to the Software will continue to be vested in Harris or its licensor.
 - d. Customer will keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and having such individuals agree in writing to the obligations contained herein. In addition, Customer will employ its best efforts to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and will treat the Software with the same care as its own confidential information.
 - e. The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly agreed to by the parties in writing.
 - f. Customer acknowledges that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor will be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, Customer agrees that if Harris or its licensor should waive any breach of any provision of this Agreement, it will not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement. If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal.
- 14. Availability Discontinued/Last Time Buy.** Harris makes no representation about the continued availability of the Equipment and Software. Harris reserves the right, in its sole discretion, with or without notice, without incurring any liability to Customer or otherwise whether in contract or tort, to discontinue manufacturing or selling any Equipment and Software at any time or from time to time. Harris may within its sole discretion provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need ("last time buy") within 30 days of Customer's receipt of notice from Harris. Customer's last time buy rights are limited to products available in Harris' inventory at the time of Customer's request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to

Customer that the Equipment has been discontinued or for a period of 90 days after notice to Customer that the Software has been discontinued.

15. Intellectual Property Indemnification.

- a. In the event any Equipment to be furnished under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it will, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation will be effective only if Customer will have made all payments then due and if Harris is notified promptly of said allegation in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris will pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that the Equipment or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement Agreement prohibit the use of the product, Harris will at its sole option and its own expense, either:
 - i. Procure for Customer the right to continue using the Equipment;
 - ii. Replace it with a substantially equivalent non-infringing equipment;
 - iii. Modify it so it becomes non-infringing but substantially equivalent; or
 - iv. If none of the above is reasonably available, terminate the Customer's right to use the Equipment and return to the Customer a pro-rata portion of the price originally paid by Customer to Harris represented by the remaining useful life of the Equipment as a percentage of the total useful life.
- b. The foregoing indemnity does not apply to the following:
 - i. Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer;
 - ii. Infringement resulting from changes or modifications made to or from the Equipment by the Customer;
 - iii. Any settlements of a claim, suit, or proceeding made without Harris' written consent; and
 - iv. Any Equipment to be furnished under this Agreement which is to be delivered to the United States Government.
- c. The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished under this Agreement.
- d. In the event any Equipment to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer will, to the fullest extent permitted by applicable law, defend and hold Harris harmless to the same extent and subject to the same requirements as set forth in (a) and (b) above. Should the Customer be the United States Government, the Customer agrees to incorporate FAR 52.227-1, Authorization and Consent, in any Purchase Order or Contract.

16. Technical Data and Inventions.

- a. Unless specifically agreed to by Harris and expressly identified and priced in the Agreement as a separate item or items to be delivered by Harris, the sale of Equipment, Software and Services under the Agreement confers on Customer no right in, license under, access to, or entitlement of any kind to any of Harris' technical data including, but not limited to design,

process technology, software and drawings, or to any of Harris' inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof arose out of work performed under or in connection with the Agreement, and irrespective of whether Customer has paid or is obligated to pay Harris for any part of the design or development of the Equipment, Software or Services.

- b. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris' performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.
- c. Customer will not violate Harris' copyright of documents or Software or disclose Harris' confidential or proprietary data to others without Harris' written permission.
- d. All Inventions are and shall at all times remain Harris's confidential information. All rights, title and interest in and to the Inventions, including all intellectual property rights, remain vested in Harris, its suppliers or licensors, subject only to the license grant below. "Inventions" shall mean and include all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, specifications, designs, methods, devices, systems, reports, studies, computer software (in object or source code), programming and other documentation, flow charts, diagrams and all other information or tangible material of any nature whatsoever (in any medium and in any stage of development or completion) included in or resulting from the work contemplated hereunder, that are conceived, designed, practiced, prepared, produced or developed by Harris or any of its personnel during the course of performance of any Work.

17. Excusable Delay.

- a. Harris will be excused from performance under the Agreement and will not be liable to Customer for delay in performance attributable, in whole or in part, to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature, Customer's fault or negligence or where compliance with any applicable environmental law or regulation by Harris is not reasonably technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.
- b. In the event of an excusable delay, Harris will make commercially reasonable efforts to notify Customer of the nature and extent of such delay and (1) Harris will be entitled to a schedule an extension on at least a day-for-day basis, and (2) if the delay is caused by Customer's fault or negligence, Harris will be entitled to an equitable adjustment in price under the Agreement.

18. Termination. Either party may terminate this Agreement if the other party defaults in a material respect under this Agreement and fails to cure such default within thirty (30) days after receiving written notice from the other party of such default. If Harris terminates this Agreement based on the Customer's breach, then Harris will be entitled to damages, including any lost profits Harris would have realized, had Harris been permitted to perform in accordance with the Agreement. Customer also will be liable for all costs to Harris resulting from Harris' attempt to enforce its rights hereunder, including, but not limited to collection agency fees, attorney fees, court costs, etc.

19. Export and Re-Export Restrictions.

- a. Customer acknowledges that the Equipment and Software sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada. Customer will, to the fullest extent permitted by applicable law defend and hold Harris harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section 19. The Customer will supply to the Harris on a timely basis all necessary information and documentation requested by Harris in order to permit the Harris to export the Equipment, Software and/or Services with respect to any Purchase Order issued by the Customer hereunder, in accordance with the terms of this Agreement.
- b. To the extent any technical data is exchanged between the parties, the receiving party represents and warrants that no technical data furnished to it by the disclosing party shall be disclosed to any foreign nation, firm, or country, including foreign nationals, employed by or associated with the receiving party, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR), including the requirement for obtaining any export license if applicable. The receiving party shall first obtain the written consent of the disclosing party prior to submitting any request for authority to export any such technical data. The receiving party will, to the fullest extent permitted by applicable law defend and hold the disclosing party harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the receiving party to comply with this Section 19 or with the ITAR and EAR.
- c. Harris will not provide, or be responsible for obtaining any U.S. Government export licenses/approvals to provide any technical information, data or technical services to Customer or Customer's representatives, consultants or agents who are "foreign persons" as defined in the ITAR. Customer has the sole responsibility for obtaining necessary U.S. Government export licenses/approvals for any transfer of Equipment, Software or Services to Customer hereunder to Customer's representatives, consultants or agents who are such "foreign persons." Further, Harris will not be responsible for late delivery, delay or nonperformance under this Agreement due to the U.S. Government's delay or denial of any license that is Customer's responsibility to obtain.

20. Compliance with Waste Recycling Laws. Customer acknowledges and agrees that the supply of the Equipment by Harris to the Customer, and the resale or re-supply of the Equipment by the Customer, may give rise to obligations for Harris and the Customer under applicable environmental laws or regulations as defined herein. The Customer will be responsible for the collection, recycling, reuse and disposal of the Equipment in compliance with such Environmental Laws. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive as defined hereinafter. "WEEE Directive" means the European Union Directive on Waste Electrical Equipment and will include any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority. Harris may arrange for services, paid for by Customer, to recycle or dispose of Harris manufactured products in compliance with the Environmental Laws. The Customer will to the fullest extent permitted by applicable law defend and hold Harris harmless against all expenses, costs, claims, liabilities or damage of any nature incurred by any of them relating to the collection, recycling, reuse and disposal of any Equipment or otherwise arising in connection with their respective obligations under the Environmental Laws, or by reason of any failure or alleged failure by the Customer to comply with its obligations under the Environmental Laws. The Customer will provide

Harris with such compliance plans or other documents and information that Harris may reasonably request to enable Harris and its affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of their respective obligations under this Section and/or the Environmental Laws.

- 21. Limitation of Liability.** NOT WITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES WILL HARRIS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY). IN NO EVENT WILL HARRIS' LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED HEREUNDER. THIS SECTION WILL SURVIVE THE TERM OR EXPIRATION OF THIS AGREEMENT. CUSTOMER AGREES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HOLD HARMLESS HARRIS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR SOFTWARE.
- 22. Applicable Law, Venue, and Jurisdiction.** The Agreement, and any disputes related thereto, will be governed by and interpreted in accordance with the laws of the State of Florida, USA, without regard to conflict of law principles. The parties specifically exclude the application of the United Nations' Convention on Contracts for the International Sale of Goods to the Agreement, to the contractual relationship created under the Agreement, and to the construction, validity, enforcement, and interpretation of the Agreement. The parties agree that the exclusive venue for any action arising out of or related to the Agreement will be in the courts with the appropriate jurisdiction located in Brevard County, Florida, and each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of the Agreement will be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.
- 23. Jury Waiver.** Customer and Harris further agree, to the extent permitted by law, to waive all rights to a trial by jury of any action relating to the dispute or interpretation of the agreement, whether sounding in contract, tort, or otherwise. The parties specifically acknowledge that this waiver is made knowingly and voluntarily after an adequate opportunity to negotiate its terms and that such waiver is material consideration for the sale and purchase contemplated hereby.
- 24. Assumption of Risk.** Each party hereto acknowledges (a) the risks of its undertakings hereunder, (b) the uncertainty of the benefits and obligations hereunder, and (c) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party's opinion will be the basis of that party's decision to enter into the Agreement.
- 25. Reliance on Counsel and Other Advisors.** Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into the Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of the Agreement, and the Agreement will not be construed against either party as the drafter.

26. Compliance with Applicable Laws. Customer warrants that Customer will comply with any and all applicable U.S. federal, state and local laws, and will operate in good faith to comply with other laws and regulations and industry best practices, applicable to such party's performance hereunder, and will promptly act to correct any noncompliance once identified.

27. General Provisions.

- a. **Publicity.** Neither party will, without the prior written consent of the other party: (a) issue any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or (b) in any manner advertise or publish the fact of this Agreement.
- b. **Disputes.** The parties will to the fullest extent practical resolve disputes through collaborative procedures. To that end, any and all disputes between the parties will be quickly addressed to prevent such disputes from causing contractual or performance problems.
- c. **Assignment.** Customer will not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.
- d. **Enforceability.** If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which will continue in full force and effect.
- e. **No Waiver.** Waiver or failure by Harris to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any terms or condition herein, will not be a future waiver of any such right, or be a waiver of any other term, condition or remedy contained herein.
- f. **Headings.** Headings in this Agreement are provided for the convenience only and do not affect this Agreement's construction or interpretation.
- g. **Orders Issued under Government Prime or Subcontracts.** In the event this Agreement relates to a U.S. federal government prime contract or subcontract, nothing contained in this Agreement will be construed to authorize the waiver of any provision of law as prescribed in Federal Acquisition Regulation (FAR) Part 12, or terms as set forth in the current version of FAR 52.244-6, Subcontracts for Commercial Items, if applicable.
- h. **Notices.** All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile, if confirmed within three (3) business days by one of the other methods herein, at the addresses or facsimile numbers indicated or to such other addresses or facsimile numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to Harris Corporation, PO Box 37, Mail Stop: R5/11A, Melbourne, FL 32902, Attention: Contracts Manager, or email to wpg@harris.com.
- i. **English Language.** The parties confirm that it is their wish that this Agreement, as well as any other documents relating hereto including notices, have been and will be drawn up in English only.
- j. **GSA.** All purchase orders under General Services Administration (GSA) Schedule #GS-35F-0283J are subject to the GSA Terms and Conditions which will supersede all other terms and conditions provided.

- k. **Survivability.** The following provisions shall survive the completion or termination of this Agreement: Section 3 (Restricted Use), Section 11 (Limited Warranty), Section 13 (Software License), Section 15 (Intellectual Property Indemnification), Section 19 (Export and Re-export Restrictions), Section 21 (Limitation of Liability), Section 22 (Applicable Law, Venue and Jurisdiction), Section 23 (Jury Waiver), and Section 27 (General Provisions).
- 28. Entire Agreement:** The Agreement supersedes all previous proposals, negotiations, conversations, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms, will be binding unless made in writing and signed by duly authorized representatives of both parties.

Harris WPG

Customer

Signature

Signature

Name

Name

Title

Title

Date

Date

**Software License Key Reactivation Addendum to
Harris Government Communications Systems Division
Terms and Conditions of Sale for
Wireless Equipment, Software and Services**

Effective Date: February 28, 2011

This Addendum (the "Addendum") to the Harris Government Communications Systems Division Terms and Conditions of Sale for Wireless Equipment, Software and Services (the "Agreement") will apply to all Orders received from Customer for Equipment and/or Software purchased under the Agreement. In order to maintain the functionality of the Software purchased under the Agreement, as well as to be eligible for any new Software updates and upgrades, Customer agrees to the following:

1. **Annual Software License Key Reactivation.** Customer will reactivate the Software license key annually on or before the date of the one (1) year anniversary of the Agreement or, if the one (1) year anniversary date falls on a weekend or a federal holiday, on the first business day thereafter. To reactivate the Software license key, Customer must log onto the Harris WPG Internet website at www.premier.harris.com/wpg or contact Harris WPG Customer Support at 1-800-358-5297 to obtain a Software license key to renew the software for one (1) additional year. Customer acknowledges that timely reactivation of the Software license key is solely Customer's responsibility and Harris will not provide advance notification of Customer's annual reactivation deadline. Failure to timely and properly reactivate the Software license key may affect the operation of the Equipment and/or Software.
2. **Annual Certification.** As part of the annual Software license key reactivation process, or as otherwise requested by Harris, Customer will certify (a) that Equipment and/or Software purchased under the Agreement remains in Customer's sole possession; or (b) that Equipment has been lost, stolen, damaged or destroyed. Customer acknowledges and agrees that it will maintain possession of the Equipment at all times. Customer also acknowledges and agrees that if it transfers, sells, leases, conveys or otherwise provides the Equipment to a third party without the prior written permission of Harris, then Customer will void its software license.



HARRIS CORPORATION

Wireless Products Group
407 John Rodes Blvd
Melbourne, FL 32934
321-309-7459

February 20, 2012

Chicago Police Department
Bureau of Investigative Services
Organized Crime Division
3340 W. Fillmore
Chicago, IL 60624

RE: WPG Maintenance Agreement

Dear Jim,

Our records indicate that the Maintenance Agreement on the equipment listed below has recently or will expire soon.

Equipment	Serial number	Date Expired
AmberJack W UP	3049	08/17/2009
StingRay II	2046	07/15/2010
Harpoon (CONUS Dual Band) (850/1900)	1095	07/27/2010
Harpoon (2100 Single Band) (2100)	40012	07/27/2010
Harpoon (iDen Single Band) (800)	30018	08/03/2010
AmberJack W	0488	12/06/2011
KingFish	0601	12/06/2011
2100/1700 Converter W/BP	1027	12/06/2011
Power Amp Kit 25W CONUS	1123	12/06/2011

This maintenance agreement allows you to receive the latest Software releases and Hardware repairs so your equipment will have optimal performance. I've attached a copy of our Maintenance Terms for your review as well as a Sales Quote for your convenience.

If you have recently purchased the Maintenance Agreement on the above mentioned equipment please contact me at your earliest convenience to ensure you have uninterrupted service.

Should you have any questions or concerns feel free to contact me at any time.

Sincerely,

[REDACTED]
Sales Support/Customer Service
Wireless Products Group
Harris Corporation

Harris Corporation
Government Communications Systems Division
Wireless Products Group

Maintenance Agreement Terms and Conditions
Effective Date: February 15, 2011

This is a Maintenance Agreement between Harris Corporation, acting through its Government Communications Systems Division, ("Harris") and the Buyer or User of the Equipment (collectively, the "Buyer"). Harris and the Buyer agree as follows:

1. Definitions. In addition to the terms defined in the Agreement, capitalized terms used herein have the following meanings:

- a. **"Agreement"** means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated.
- b. **"Buyer"** means the purchaser of the Equipment, Software, or Services from Harris.
- c. **"Date of Acceptance"** means the date when the Customer receives an item of Equipment, Software and/or Services unless Customer otherwise notifies Harris in writing that the Equipment, Software and/or Services was delivered in a defective condition.
- d. **"Equipment"** means any Harris Wireless Products Group hardware and accessories, including components, but excluding any Software or Services.
- e. **"Harris"** means Harris Corporation, acting through its Government Communications Systems Division, Wireless Products Group.
- f. **"Purchase Order"** means the Customer's purchase order as acknowledged by Harris on its standard acknowledgement form.
- g. **"Purchase Price"** means the purchase price as identified in the Purchase Order.
- h. **"Quote"** means the price quotation of Harris itemizing the purchase price and includes all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any maintenance agreement specifically included in the purchase price.
- i. **"Services"** means training, maintenance support, or other services to be provided to Customer as part of the Agreement.
- j. **"Software"** means software and firmware, including all copies provided to Customer.
- k. **"User"** means the actual end-user of the Equipment if such person or entity is not the same as the Buyer.

2. Standard Limited 12-Month Maintenance Agreement.

- a. **Scope.** This Maintenance Agreement applies to all Harris Equipment purchased under the Agreement and used for the purposes normally intended, except for Equipment specifically excluded. This Maintenance Agreements also includes:
 - Customer Telephone Support (8 am – 6 pm ET).
 - Warranty on hardware.
 - Notification of and free access to software upgrades as released.
- b. **Term.** This Maintenance Agreement is valid for one (1) year from the date of Equipment purchase.

**Harris Corporation
Government Communications Systems Division
Wireless Products Group**

- c. **Repair or Replacement.** Harris will, at its option, repair or replace the defective Equipment or defective part of the Equipment without charge to the Buyer. Buyer must notify Harris in writing of any defect within ten (10) days from the date of Buyer's discovery of the defect. If Harris confirms that a defect exists and Harris is unable to resolve the problem without having the Equipment shipped to Harris, then Harris will, at its option and its cost, repair or replace the defective Equipment or defective part and return the Equipment to the Buyer, provided however, that the repair or replacement is due to a cause covered under this Maintenance Agreement. The foregoing is the sole and exclusive remedy under this Maintenance Agreement.
3. **Items Excluded from this Maintenance Agreement.** The following are not covered under this Maintenance Agreement:
 - a. Defects or failures caused by Buyer or User abuse or misuse of the Equipment.
 - b. Defects or failures caused by unauthorized attempts to repair or alter the Equipment in any way.
 - c. Items of temporary and/or inherently indeterminate life, such as bulbs, fuses, batteries, etc.
4. **Maintenance Agreement Service Warranty.**
 - a. Any repair service performed by Harris under this Agreement is warranted to be free from defects in material or workmanship for sixty (60) days from the date of repair or the remaining term of this Agreement, whichever is longer. All terms and exclusions of this Maintenance Agreement apply to such warranty.
 - b. HARRIS MAKES NO OTHER AGREEMENTS BEYOND THE EXPRESS MAINTENANCE AGREEMENT AS CONTAINED HEREIN. ALL EXPRESS OR IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY ARE EXCLUDED. IN NO EVENT SHALL HARRIS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, ARISING FROM OR RELATING TO THE PERFORMANCE OR NONPERFORMANCE OF THIS MAINTENANCE AGREEMENT OR ANY ACTS OR OMISSIONS RELATED TO THE USE OF ANY EQUIPMENT DELIVERED OR SERVICES FURNISHED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF BENEFICIAL USE, EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY).
5. **Extended Annual Maintenance Agreement.** Upon expiration of the Standard Limited 12-Month Maintenance Agreement as described in Paragraph 2, an Extended Annual Maintenance Agreement may be purchased for the Equipment. Pricing for annual maintenance is available by quote upon written request. Extended Annual Maintenance Agreements will be referenced to the top level serial number of the Equipment for which the original Maintenance Agreement was purchased. Software protocols and peripheral controllers also will be covered under the Extended Annual Maintenance Agreement. However, if an additional software protocol is purchased after the initial purchase of Equipment, the Maintenance Agreement will be extended for one (1) year at no additional cost to the Buyer from the purchase date of the additional protocol.
6. **Payment Terms.** Domestic Purchase Orders for Maintenance Agreements require full payment of the Purchase Price prior to the start of the term of the Maintenance Agreement and of Harris' obligation to perform.
7. **Restricted Use.** The Equipment covered under this Maintenance Agreement is a restricted use item and can only be sold to authorized U.S. government agencies, or other authorized users, pursuant to

Harris Corporation
Government Communications Systems Division
Wireless Products Group

18 U.S.C. § 2510 et seq. Use of Equipment is strictly governed by applicable federal, state and local law associated with the intercept and monitoring of oral communications. Harris assumes no liability for any use, misuse or improper use of the Equipment and makes no representations as to Equipment suitability for any specific application. Buyer's right to transfer, sell or assign the Equipment shall be limited to authorized law enforcement and government agencies with the prior written consent of Harris.

8. **Compliance with Laws.** Buyer shall comply with all applicable federal, state and local laws, regulations, rules and orders related to the use of the Equipment.
9. **U.S. Export License and Transfer Approvals.** Buyer represents and warrants that no technical data furnished related to the Equipment shall be disclosed to any foreign nation, person, firm, or country, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR), including the requirement for obtaining any export license if applicable. Buyer shall first obtain the written consent of Harris prior to submitting any request for authority to export any such technical data. If Buyer receives export controlled information and improperly discloses such information provided Harris properly identified the information as export controlled at the time of Buyer's receipt, Buyer shall to the fullest extent permitted by law indemnify and hold Harris harmless from all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the Buyer to comply with this clause or with the ITAR or EAR, and from any third party claims or noncompliance by Buyer, its agents or employees.
10. **Pricing.** The Equipment is being sold in accordance with the current price list published by Harris. Prices and the terms and conditions of sale are subject to change without notice.
11. **License.** By acceptance of delivery and/or use of the Equipment, the Buyer grants Harris a nonexclusive, nontransferable, worldwide, paid-up license to use the Software and documentation only on the designated Equipment and in conjunction with the Agreement and with Harris' customary business operations. Buyer shall not copy the Software and all Software, manuals and associated documentation remain the property of the Harris or of the Software developer or licensor. No transfer of ownership or rights in technical data, patents, copyrights or trade secrets are expressed or implied.
12. **Rights to Inventions.** All Inventions are and shall at all times remain Harris' Confidential Information. All rights, title and interest in and to the Inventions, including all intellectual property rights, remain vested in Harris, its suppliers or licensors, subject only to the license grant below. For purposes hereof, "Inventions" shall mean and include all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, specifications, designs, methods, devices, systems, reports, studies, computer software (in object or source code), programming and other documentation, flow charts, diagrams and all other information or tangible material of any nature whatsoever (in any medium and in any stage of development or completion) included in or resulting from the Equipment, that are conceived, designed, practiced, prepared, produced or developed by Harris or any of its personnel during the course of Buyer's use of the Equipment.

**Software License Key Reactivation Addendum to
Harris Government Communications Systems Division
Terms and Conditions of Sale for
Wireless Equipment, Software and Services**

Effective Date: February 28, 2011

This Addendum (the "Addendum") to the Harris Government Communications Systems Division Terms and Conditions of Sale for Wireless Equipment, Software and Services (the "Agreement") will apply to all Orders received from Customer for Equipment and/or Software purchased under the Agreement. In order to maintain the functionality of the Software purchased under the Agreement, as well as to be eligible for any new Software updates and upgrades, Customer agrees to the following:

1. Annual Software License Key Reactivation. Customer will reactivate the Software license key annually on or before the date of the one (1) year anniversary of the Agreement or, if the one (1) year anniversary date falls on a weekend or a federal holiday, on the first business day thereafter. To reactivate the Software license key, Customer must log onto the Harris WPG Internet website at www.premier.harris.com/wpg or contact Harris WPG Customer Support at 1-800-358-5297 to obtain a Software license key to renew the software for one (1) additional year. Customer acknowledges that timely reactivation of the Software license key is solely Customer's responsibility and Harris will not provide advance notification of Customer's annual reactivation deadline. Failure to timely and properly reactivate the Software license key may affect the operation of the Equipment and/or Software.
2. Annual Certification. As part of the annual Software license key reactivation process, or as otherwise requested by Harris, Customer will certify (a) that Equipment and/or Software purchased under the Agreement remains in Customer's sole possession; or (b) that Equipment has been lost, stolen, damaged or destroyed. Customer acknowledges and agrees that it will maintain possession of the Equipment at all times. Customer also acknowledges and agrees that if it transfers, sells, leases, conveys or otherwise provides the Equipment to a third party without the prior written permission of Harris, then Customer will void its software license.

**Harris Government Communications Systems Division
Terms and Conditions of Sale for
Wireless Equipment, Software and Services**

Effective Date: February 15, 2011

- 1. Definitions.** In addition to the terms defined elsewhere, the following terms used herein have the following meanings:
 - a. **"Agreement"** means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated.
 - b. **"Customer"** means the purchaser of Equipment, Software, or Services from Harris.
 - c. **"Date of Acceptance"** means the date when the Customer receives an item of Equipment, Software and/or Services in an undamaged or non-defective condition.
 - d. **"Environmental Laws"** means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive.
 - e. **"Equipment"** means any hardware, including components, but excluding any Software or Services.
 - f. **"Harris"** means Harris Corporation, acting through its Government Communications Systems Division.
 - g. **"Maintenance Agreement"** means a separate agreement for maintenance of the items procured hereunder; such services are not included in this Agreement.
 - h. **"Purchase Order"** means the Customer's purchase order as acknowledged by Harris.
 - i. **"Purchase Price"** means the purchase price as identified in the Purchase Order.
 - j. **"Quote"** means the price quotation of Harris itemizing the purchase price and all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any Maintenance Agreement specifically included in the purchase price.
 - k. **"Services"** means, training, maintenance support, or other services to be provided to Customer as part of the Agreement.
 - l. **"Software"** means software and firmware, including all copies provided to Customer.
 - m. **"WEEE Directive"** means the European Union Directive on Waste Electrical Equipment and includes any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority.
- 2. Proposal/Quote Validity.** Prices quoted are valid for 180 days from the date of Quote. After the expiration of the 180-day period, Harris may modify its prices or extend the validity period.
- 3. Restricted Use.** All Wireless Equipment and/or Software sold by Harris provides the Customer with a capability that is restricted and otherwise controlled under United States Code Title 18 §2512. Use of Equipment is strictly governed by applicable federal, state and local law associated with the intercept and monitoring of oral communications. Harris assumes no liability for any use, misuse or improper use of the Equipment and makes no representations as to Equipment suitability for any specific application. Buyer's right to transfer, sell or assign the Equipment shall be limited to authorized law enforcement and government agencies with the prior written consent of Harris.
 - a. In the event that any of the Equipment or Software purchased under this Agreement is lost or stolen, the Customer shall contact the Harris Help Desk at 1-800-358-5297 within 3 business days. Customer shall provide the Part Number and Serial Number of the Equipment and/or Software and a summary of facts surrounding the incident. Failure to comply with this requirement may result in Harris not accepting future orders from the Customer.

- 4. Acceptance – Modification of Terms.** The Agreement will be deemed accepted by Customer upon the first to occur of (i) Customer's issuance of the Purchase Order; or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer are rejected unless expressly approved in writing by Harris. No communication from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris reasonably objects thereto, will be binding upon Harris unless such different or additional terms are agreed to in writing by both Harris and Customer.
- 5. Taxes.** All prices quoted are exclusive of all applicable sales, use, excise, and other taxes, duties, fees, or charges. Unless evidence of valid tax exempt status and/or resale certificate is provided by Customer prior to shipment, Harris shall add and Customer shall pay all such applicable taxes or charges levied or imposed to the invoice for the Equipment, Software, and/or Services.
- 6. Shipping and Delivery.** Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and include freight charges. Harris may ship Equipment in multiple lots and Customer agrees to accept such multiple shipments and pay for each lot in accordance with the payment terms set forth herein.
- 7. Title and Risk of Loss.** Title to and risk of loss for Equipment and Software media sold under the Agreement will pass to Customer upon receipt of equipment.
- 8. Payment Terms.**
 - a. Payment for an invoice is due within 30 days from the date of the invoice. Late payment will accrue interest to the outstanding balance at the lower of (i) 1.5% per month, or (ii) the highest rate allowed by law.
 - b. Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services to be delivered or Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Orders.
- 9. Annual Maintenance Agreement.** Upon expiration of the warranty period, Customer may execute a separate maintenance agreement with Harris for Equipment. Annual maintenance agreements include:
 - a. Customer telephone support during normal business hours, excluding holidays (Monday through Friday, Eastern Time).
 - b. Additional 12-month warranty on Equipment, with respect to the Equipment Maintenance Agreement.
- 10. Equipment Return Policy.**
 - a. **Equipment Damaged in Shipment.** Upon receipt of shipments, Customer should open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivery carrier within 48 hours and request an inspection from the freight carrier. After notifying the delivery carrier of damage, Customer will promptly contact Harris for further instructions. Damaged Equipment may not be returned without Harris' prior authorization. For Equipment returned under this paragraph the Date of Acceptance shall be adjusted to reflect the date repaired or undamaged Equipment is received.

- b. **Items Shipped in Error.** If the Customer receives Equipment and/or Software in error, the Customer will promptly notify Harris and Harris will provide return instructions, pay shipping costs (provided Harris' instructions are followed) and provide a Return Material Authorization (RMA). Customer will retain the Equipment's original packing material for use in return shipment to Harris.
- c. **Defective Equipment.** Equipment is provided with either Harris' standard equipment warranty or the manufacturer's standard equipment warranty. Upon discovery of a defect or other warranty-related problem, Customer shall promptly contact Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued an RMA, including a form which Customer must fill out describing the nature of the Equipment defect.
- d. **Other Reasons.** If Customer desires to return Equipment for other reasons, Customer must contact Harris for a RMA. Harris' customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer's request, an RMA will be issued. Customer will not return any Equipment without an RMA. Equipment being returned may be subject to restocking and other charges. CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.
- e. **Upon Receipt of a Return Authorization.** RMA numbers must appear on each individual package being returned. Customer is responsible for ensuring the safe return of Equipment for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without a valid RMA number. All Equipment being returned for credit must be returned in a timely manner and in good condition. If Equipment show evidence of damage, wear and tear, or if components or accessories are missing, then Harris at its sole judgment may reduce any credit agreed to prior to receipt of the Equipment.

11. Limited Warranty.

- a. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty will commence on the Date of Acceptance of the individual item of Equipment and Software and will terminate after 12 months. Written notice of any defects will be given to Harris upon discovery and Harris will promptly correct such defects by repair or replacement, at its option, without charge. Harris uses new and reconditioned parts to complete repairs and replacements under the terms of this warranty. Defective articles will not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris will determine, in its sole discretion, existence and cause of the claimed defect. Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:
 - i. Acts of God.
 - ii. Physical impact, crash or foreign object damage.
 - iii. Improper installation, use, maintenance, storage, modification or alteration by the Customer or its Customer.
 - iv. The Customer's (or its customer's) operation of the Equipment delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect.
 - v. Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use.)
 - vi. Equipment or Software subjected to misuse, detrimental exposure or negligence.
- b. Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.

- c. For purposes of Harris' warranties for Equipment and Software media, a "defect" is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, misuse or lack of care in operation, maintenance or handling. Customer's written notice of the defect must include a description of the defect with detailed information reasonably sufficient for Harris to identify the defect and determine its probable cause. Components or parts that Customer claims to be defective must be available to Harris for inspection and testing. Customer may not return defective Equipment, components or parts without first obtaining an RMA and instructions from Harris. Customer is solely responsible for U.S. Customs and Border Protection clearance or permissions for all replacement parts.
- d. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD IN THE CASE OF SOFTWARE. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.
- e. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE. IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECTED TO NEGLECT, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.
- f. HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE WILL INCREASE OR EXTEND ANY HARRIS WARRANTY.

12. Repairs. To repair any Wireless products Equipment after the 12-month warranty has expired, Customer may call 1-800-358-5297 to obtain an RMA number and a quote for the estimated cost for repair.

- a. **Repair Policy.** To affect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory with a written description of the failure mode. Out-of-warranty repairs apply to any Equipment and/or Software whose standard 12-month warranty has expired, no Maintenance Agreement has been purchased and paid for, and/or any Equipment and/or Software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under 11.a above. Equipment and/or Software should not be returned to the Harris' factory without an RMA. Call 1-800-358-5297 to obtain an RMA number.

- b. **Support Policy.** Harris provides free help desk support throughout the warranty period and Maintenance Agreement of purchased Equipment and/or Software. Technical support is available Monday through Friday, during normal business hours (Eastern Time) excluding holidays, via the help desk support center at 1-800-358-5297.

13. Software License.

- a. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The Software furnished with the Equipment will be of the latest generation available at the time of shipment of the Equipment. Harris is under no obligation to supply updates to the Software except where expressly agreed to by the parties in writing.
- b. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.
- c. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title or rights to the Software. All rights in patents, copyrights and trade secrets in relation to the Software will continue to be vested in Harris or its licensor.
- d. Customer will keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and having such individuals agree in writing to the obligations contained herein. In addition, Customer will employ its best efforts to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and will treat the Software with the same care as its own confidential information.
- e. The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly agreed to by the parties in writing.
- f. Customer acknowledges that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor will be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, Customer agrees that if Harris or its licensor should waive any breach of any provision of this Agreement, it will not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement. If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal.

14. Availability Discontinued/Last Time Buy. Harris makes no representation about the continued availability of the Equipment and Software. Harris reserves the right, in its sole discretion, with or without notice, without incurring any liability to Customer or otherwise whether in contract or tort, to discontinue manufacturing or selling any Equipment and Software at any time or from time to time. Harris may within its sole discretion provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need ("last time buy") within 30 days of Customer's receipt of notice from Harris. Customer's last time buy rights are limited to products available in Harris' inventory at the time of Customer's request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to

Customer that the Equipment has been discontinued or for a period of 90 days after notice to Customer that the Software has been discontinued.

15. Intellectual Property Indemnification.

- a. In the event any Equipment to be furnished under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it will, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation will be effective only if Customer will have made all payments then due and if Harris is notified promptly of said allegation in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris will pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that the Equipment or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement Agreement prohibit the use of the product, Harris will at its sole option and its own expense, either:
 - i. Procure for Customer the right to continue using the Equipment;
 - ii. Replace it with a substantially equivalent non-infringing equipment;
 - iii. Modify it so it becomes non-infringing but substantially equivalent; or
 - iv. If none of the above is reasonably available, terminate the Customer's right to use the Equipment and return to the Customer a pro-rata portion of the price originally paid by Customer to Harris represented by the remaining useful life of the Equipment as a percentage of the total useful life.
- b. The foregoing indemnity does not apply to the following:
 - i. Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer;
 - ii. Infringement resulting from changes or modifications made to or from the Equipment by the Customer;
 - iii. Any settlements of a claim, suit, or proceeding made without Harris' written consent; and
 - iv. Any Equipment to be furnished under this Agreement which is to be delivered to the United States Government.
- c. The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished under this Agreement.
- d. In the event any Equipment to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer will, to the fullest extent permitted by applicable law, defend and hold Harris harmless to the same extent and subject to the same requirements as set forth in (a) and (b) above. Should the Customer be the United States Government, the Customer agrees to incorporate FAR 52.227-1, Authorization and Consent, in any Purchase Order or Contract.

16. Technical Data and Inventions.

- a. Unless specifically agreed to by Harris and expressly identified and priced in the Agreement as a separate item or items to be delivered by Harris, the sale of Equipment, Software and Services under the Agreement confers on Customer no right in, license under, access to, or entitlement of any kind to any of Harris' technical data including, but not limited to design,

process technology, software and drawings, or to any of Harris' inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof arose out of work performed under or in connection with the Agreement, and irrespective of whether Customer has paid or is obligated to pay Harris for any part of the design or development of the Equipment, Software or Services.

- b. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris' performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.
- c. Customer will not violate Harris' copyright of documents or Software or disclose Harris' confidential or proprietary data to others without Harris' written permission.
- d. All Inventions are and shall at all times remain Harris's confidential information. All rights, title and interest in and to the Inventions, including all intellectual property rights, remain vested in Harris, its suppliers or licensors, subject only to the license grant below. "Inventions" shall mean and include all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, specifications, designs, methods, devices, systems, reports, studies, computer software (in object or source code), programming and other documentation, flow charts, diagrams and all other information or tangible material of any nature whatsoever (in any medium and in any stage of development or completion) included in or resulting from the work contemplated hereunder, that are conceived, designed, practiced, prepared, produced or developed by Harris or any of its personnel during the course of performance of any Work.

17. Excusable Delay.

- a. Harris will be excused from performance under the Agreement and will not be liable to Customer for delay in performance attributable, in whole or in part, to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature, Customer's fault or negligence or where compliance with any applicable environmental law or regulation by Harris is not reasonably technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.
- b. In the event of an excusable delay, Harris will make commercially reasonable efforts to notify Customer of the nature and extent of such delay and (1) Harris will be entitled to a schedule an extension on at least a day-for-day basis, and (2) if the delay is caused by Customer's fault or negligence, Harris will be entitled to an equitable adjustment in price under the Agreement.

18. Termination. Either party may terminate this Agreement if the other party defaults in a material respect under this Agreement and fails to cure such default within thirty (30) days after receiving written notice from the other party of such default. If Harris terminates this Agreement based on the Customer's breach, then Harris will be entitled to damages, including any lost profits Harris would have realized, had Harris been permitted to perform in accordance with the Agreement. Customer also will be liable for all costs to Harris resulting from Harris' attempt to enforce its rights hereunder, including, but not limited to collection agency fees, attorney fees, court costs, etc.

19. Export and Re-Export Restrictions.

- a. Customer acknowledges that the Equipment and Software sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada. Customer will, to the fullest extent permitted by applicable law defend and hold Harris harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section 19. The Customer will supply to the Harris on a timely basis all necessary information and documentation requested by Harris in order to permit the Harris to export the Equipment, Software and/or Services with respect to any Purchase Order issued by the Customer hereunder, in accordance with the terms of this Agreement.
- b. To the extent any technical data is exchanged between the parties, the receiving party represents and warrants that no technical data furnished to it by the disclosing party shall be disclosed to any foreign nation, firm, or country, including foreign nationals, employed by or associated with the receiving party, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR), including the requirement for obtaining any export license if applicable. The receiving party shall first obtain the written consent of the disclosing party prior to submitting any request for authority to export any such technical data. The receiving party will, to the fullest extent permitted by applicable law defend and hold the disclosing party harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the receiving party to comply with this Section 19 or with the ITAR and EAR.
- c. Harris will not provide, or be responsible for obtaining any U.S. Government export licenses/approvals to provide any technical information, data or technical services to Customer or Customer's representatives, consultants or agents who are "foreign persons" as defined in the ITAR. Customer has the sole responsibility for obtaining necessary U.S. Government export licenses/approvals for any transfer of Equipment, Software or Services to Customer hereunder to Customer's representatives, consultants or agents who are such "foreign persons." Further, Harris will not be responsible for late delivery, delay or nonperformance under this Agreement due to the U.S. Government's delay or denial of any license that is Customer's responsibility to obtain.

20. Compliance with Waste Recycling Laws. Customer acknowledges and agrees that the supply of the Equipment by Harris to the Customer, and the resale or re-supply of the Equipment by the Customer, may give rise to obligations for Harris and the Customer under applicable environmental laws or regulations as defined herein. The Customer will be responsible for the collection, recycling, reuse and disposal of the Equipment in compliance with such Environmental Laws. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive as defined hereinafter. "WEEE Directive" means the European Union Directive on Waste Electrical Equipment and will include any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority. Harris may arrange for services, paid for by Customer, to recycle or dispose of Harris manufactured products in compliance with the Environmental Laws. The Customer will to the fullest extent permitted by applicable law defend and hold Harris harmless against all expenses, costs, claims, liabilities or damage of any nature incurred by any of them relating to the collection, recycling, reuse and disposal of any Equipment or otherwise arising in connection with their respective obligations under the Environmental Laws, or by reason of any failure or alleged failure by the Customer to comply with its obligations under the Environmental Laws. The Customer will provide

Harris with such compliance plans or other documents and information that Harris may reasonably request to enable Harris and its affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of their respective obligations under this Section and/or the Environmental Laws.

- 21. Limitation of Liability.** NOT WITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES WILL HARRIS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY). IN NO EVENT WILL HARRIS' LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED HEREUNDER. THIS SECTION WILL SURVIVE THE TERM OR EXPIRATION OF THIS AGREEMENT. CUSTOMER AGREES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HOLD HARMLESS HARRIS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR SOFTWARE.
- 22. Applicable Law, Venue, and Jurisdiction.** The Agreement, and any disputes related thereto, will be governed by and interpreted in accordance with the laws of the State of Florida, USA, without regard to conflict of law principles. The parties specifically exclude the application of the United Nations' Convention on Contracts for the International Sale of Goods to the Agreement, to the contractual relationship created under the Agreement, and to the construction, validity, enforcement, and interpretation of the Agreement. The parties agree that the exclusive venue for any action arising out of or related to the Agreement will be in the courts with the appropriate jurisdiction located in Brevard County, Florida, and each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of the Agreement will be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.
- 23. Jury Waiver.** Customer and Harris further agree, to the extent permitted by law, to waive all rights to a trial by jury of any action relating to the dispute or interpretation of the agreement, whether sounding in contract, tort, or otherwise. The parties specifically acknowledge that this waiver is made knowingly and voluntarily after an adequate opportunity to negotiate its terms and that such waiver is material consideration for the sale and purchase contemplated hereby.
- 24. Assumption of Risk.** Each party hereto acknowledges (a) the risks of its undertakings hereunder, (b) the uncertainty of the benefits and obligations hereunder, and (c) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party's opinion will be the basis of that party's decision to enter into the Agreement.
- 25. Reliance on Counsel and Other Advisors.** Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into the Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of the Agreement, and the Agreement will not be construed against either party as the drafter.

26. Compliance with Applicable Laws. Customer warrants that Customer will comply with any and all applicable U.S. federal, state and local laws, and will operate in good faith to comply with other laws and regulations and industry best practices, applicable to such party's performance hereunder, and will promptly act to correct any noncompliance once identified.

27. General Provisions.

- a. **Publicity.** Neither party will, without the prior written consent of the other party: (a) issue any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or (b) in any manner advertise or publish the fact of this Agreement.
- b. **Disputes.** The parties will to the fullest extent practical resolve disputes through collaborative procedures. To that end, any and all disputes between the parties will be quickly addressed to prevent such disputes from causing contractual or performance problems.
- c. **Assignment.** Customer will not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.
- d. **Enforceability.** If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which will continue in full force and effect.
- e. **No Waiver.** Waiver or failure by Harris to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any terms or condition herein, will not be a future waiver of any such right, or be a waiver of any other term, condition or remedy contained herein.
- f. **Headings.** Headings in this Agreement are provided for the convenience only and do not affect this Agreement's construction or interpretation.
- g. **Orders Issued under Government Prime or Subcontracts.** In the event this Agreement relates to a U.S. federal government prime contract or subcontract, nothing contained in this Agreement will be construed to authorize the waiver of any provision of law as prescribed in Federal Acquisition Regulation (FAR) Part 12, or terms as set forth in the current version of FAR 52.244-6, Subcontracts for Commercial Items, if applicable.
- h. **Notices.** All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile, if confirmed within three (3) business days by one of the other methods herein, at the addresses or facsimile numbers indicated or to such other addresses or facsimile numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to Harris Corporation, PO Box 37, Mail Stop: R5/11A, Melbourne, FL 32902, Attention: Contracts Manager, or email to wpg@harris.com.
- i. **English Language.** The parties confirm that it is their wish that this Agreement, as well as any other documents relating hereto including notices, have been and will be drawn up in English only.
- j. **GSA.** All purchase orders under General Services Administration (GSA) Schedule #GS-35F-0283J are subject to the GSA Terms and Conditions which will supersede all other terms and conditions provided.

- k. **Survivability.** The following provisions shall survive the completion or termination of this Agreement: Section 3 (Restricted Use), Section 11 (Limited Warranty), Section 13 (Software License), Section 15 (Intellectual Property Indemnification), Section 19 (Export and Re-export Restrictions), Section 21 (Limitation of Liability), Section 22 (Applicable Law, Venue and Jurisdiction), Section 23 (Jury Waiver), and Section 27 (General Provisions).
- 28. Entire Agreement.** The Agreement supersedes all previous proposals, negotiations, conversations, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms, will be binding unless made in writing and signed by duly authorized representatives of both parties.

Harris GCSD

Customer

Signature

Signature

Name

Name

Title

Title

Date

Date



Harris Proprietary

Quote	QTE6779-03321
Date	4/11/2012
Page:	1

HARRIS CORP - WIRELESS PRODUCTS GROUP
 P.O. BOX 9800, M/S R5-11A
 MELBOURNE, FL 32902-9800
 PH: 800-368-5207, FAX: 321-309-7437, wpg@harris.com

Quotation

Bill To:
Chicago Police Department Sgt. Jim Washburn James.washburn@ chicagopolice.org 3340 W. Fillmore Ave. Chicago, IL 60624

Ship To:
Chicago Police Department Attn: Sgt. James Washburn 3340 W. Fillmore Ave. Chicago IL 60624

DISCLOSURE OF THIS DOCUMENT AND THE INFORMATION IT CONTAINS ARE STRICTLY PROHIBITED BY FEDERAL LAW (18 U.S.C. § 2512). THIS DOCUMENT CONTAINS HARRIS TRADE SECRET AND CONFIDENTIAL BUSINESS OR FINANCIAL INFORMATION EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. THIS DOCUMENT MAY CONTAIN TECHNICAL DATA ACCORDING TO THE DEPARTMENT OF STATE, INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR), 22 CFR CHAPTER I, SUBCHAPTER M, PARTS 123-130) AND THE DEPARTMENT OF COMMERCE, EXPORT ADMINISTRATION REGULATIONS (EAR), 15 CFR PARTS 730-774. THIS DOCUMENT AND THE INFORMATION IT CONTAINS MAY NOT BE EXPORTED OR SHARED WITH A FOREIGN NATIONAL WITHOUT A VALID EXPORT AUTHORIZATION. BEFORE MAKING OR PERMITTING ANY DISCLOSURE OF THIS DOCUMENT OR THE INFORMATION IT CONTAINS, WHETHER IN FULL OR IN PART, HARRIS SHALL BE GIVEN TIMELY NOTICE AND THE OPPORTUNITY TO CHALLENGE SUCH DISCLOSURE UNDER APPLICABLE LAW.

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	CPB-CHGIL-001	WPG5	BEST WAY	Net 30	0/0/0000	4,015
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	SRAY-II-U-SW	StingRay II U Software	EA	*	\$22,000.00	\$22,000.00
		NOTE Delivery will be 90 days ARO. Prices are subject to change. Quotes are valid 180 days from date of issue. Attached Ts&Cs are applicable to all resultant orders.				\$0.00

Remit Payment To:
[Redacted]

Subtotal	\$22,000.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$22,000.00

**Software License Key Reactivation Addendum to
Harris Government Communications Systems Division
Terms and Conditions of Sale for
Wireless Equipment, Software and Services**

Effective Date: February 28, 2011

This Addendum (the "Addendum") to the Harris Government Communications Systems Division Terms and Conditions of Sale for Wireless Equipment, Software, and Services (the "Agreement") will apply to all Orders received from Customer for Equipment and/or Software purchased under the Agreement. In order to maintain the functionality of the Software purchased under the Agreement, as well as to be eligible for any new Software updates and upgrades, Customer agrees to the following:

1. **Annual Software License Key Reactivation.** Customer will reactivate the Software license key annually on or before the date of the one (1) year anniversary of the Agreement or, if the one (1) year anniversary date falls on a weekend or a federal holiday, on the first business day thereafter. To reactivate the Software license key, Customer must log onto the Harris WPG Internet website at www.premier.harris.com/wpg or contact Harris WPG Customer Support at 1-800-358-5297 to obtain a Software license key to renew the software for one (1) additional year. Customer acknowledges that timely reactivation of the Software license key is solely Customer's responsibility and Harris will not provide advance notification of Customer's annual reactivation deadline. Failure to timely and properly reactivate the Software license key may affect the operation of the Equipment and/or Software.
2. **Annual Certification.** As part of the annual Software license key reactivation process, or as otherwise requested by Harris, Customer will certify (a) that Equipment and/or Software purchased under the Agreement remains in Customer's sole possession; or (b) that Equipment has been lost, stolen, damaged or destroyed. Customer acknowledges and agrees that it will maintain possession of the Equipment at all times. Customer also acknowledges and agrees that if it transfers, sells, leases, conveys or otherwise provides the Equipment to a third party without the prior written permission of Harris, then Customer will void its software license.

**Harris Government Communications Systems Division
Terms and Conditions of Sale for
Wireless Equipment, Software and Services**

Effective Date: February 15, 2011

- 1. Definitions.** In addition to the terms defined elsewhere, the following terms used herein have the following meanings:
 - a. **"Agreement"** means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated.
 - b. **"Customer"** means the purchaser of Equipment, Software, or Services from Harris.
 - c. **"Date of Acceptance"** means the date when the Customer receives an item of Equipment, Software and/or Services in an undamaged or non-defective condition.
 - d. **"Environmental Laws"** means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive.
 - e. **"Equipment"** means any hardware, including components, but excluding any Software or Services.
 - f. **"Harris"** means Harris Corporation, acting through its Government Communications Systems Division.
 - g. **"Maintenance Agreement"** means a separate agreement for maintenance of the items procured hereunder; such services are not included in this Agreement.
 - h. **"Purchase Order"** means the Customer's purchase order as acknowledged by Harris.
 - i. **"Purchase Price"** means the purchase price as identified in the Purchase Order.
 - j. **"Quote"** means the price quotation of Harris itemizing the purchase price and all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any Maintenance Agreement specifically included in the purchase price.
 - k. **"Services"** means, training, maintenance support, or other services to be provided to Customer as part of the Agreement.
 - l. **"Software"** means software and firmware, including all copies provided to Customer.
 - m. **"WEEE Directive"** means the European Union Directive on Waste Electrical Equipment and includes any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority
- 2. Proposal/Quote Validity.** Prices quoted are valid for 180 days from the date of Quote. After the expiration of the 180-day period, Harris may modify its prices or extend the validity period.
- 3. Restricted Use.** All Wireless Equipment and/or Software sold by Harris provides the Customer with a capability that is restricted and otherwise controlled under United States Code Title 18 §2512. Use of Equipment is strictly governed by applicable federal, state and local law associated with the intercept and monitoring of oral communications. Harris assumes no liability for any use, misuse or improper use of the Equipment and makes no representations as to Equipment suitability for any specific application. Buyer's right to transfer, sell or assign the Equipment shall be limited to authorized law enforcement and government agencies with the prior written consent of Harris.
 - a. In the event that any of the Equipment or Software purchased under this Agreement is lost or stolen, the Customer shall contact the Harris Help Desk at 1-800-358-5297 within 3 business days. Customer shall provide the Part Number and Serial Number of the Equipment and/or Software and a summary of facts surrounding the incident. Failure to comply with this requirement may result in Harris not accepting future orders from the Customer.

- 4. Acceptance – Modification of Terms.** The Agreement will be deemed accepted by Customer upon the first to occur of (i) Customer's issuance of the Purchase Order; or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer are rejected unless expressly approved in writing by Harris. No communication from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris reasonably objects thereto, will be binding upon Harris unless such different or additional terms are agreed to in writing by both Harris and Customer.
- 5. Taxes.** All prices quoted are exclusive of all applicable sales, use, excise, and other taxes, duties, fees, or charges. Unless evidence of valid tax exempt status and/or resale certificate is provided by Customer prior to shipment, Harris shall add and Customer shall pay all such applicable taxes or charges levied or imposed to the invoice for the Equipment, Software, and/or Services.
- 6. Shipping and Delivery.** Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and include freight charges. Harris may ship Equipment in multiple lots and Customer agrees to accept such multiple shipments and pay for each lot in accordance with the payment terms set forth herein.
- 7. Title and Risk of Loss.** Title to and risk of loss for Equipment and Software media sold under the Agreement will pass to Customer upon receipt of equipment.
- 8. Payment Terms.**
 - a. Payment for an invoice is due within 30 days from the date of the invoice. Late payment will accrue interest to the outstanding balance at the lower of (i) 1.5% per month, or (ii) the highest rate allowed by law.
 - b. Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services to be delivered or Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Orders.
- 9. Annual Maintenance Agreement.** Upon expiration of the warranty period, Customer may execute a separate maintenance agreement with Harris for Equipment. Annual maintenance agreements include:
 - a. Customer telephone support during normal business hours, excluding holidays (Monday through Friday, Eastern Time).
 - b. Additional 12-month warranty on Equipment, with respect to the Equipment Maintenance Agreement.
- 10. Equipment Return Policy.**
 - a. **Equipment Damaged in Shipment.** Upon receipt of shipments, Customer should open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivery carrier within 48 hours and request an inspection from the freight carrier. After notifying the delivery carrier of damage, Customer will promptly contact Harris for further instructions. Damaged Equipment may not be returned without Harris' prior authorization. For Equipment returned under this paragraph the Date of Acceptance shall be adjusted to reflect the date repaired or undamaged Equipment is received.

- b. **Items Shipped in Error.** If the Customer receives Equipment and/or Software in error, the Customer will promptly notify Harris and Harris will provide return instructions, pay shipping costs (provided Harris' instructions are followed) and provide a Return Material Authorization (RMA). Customer will retain the Equipment's original packing material for use in return shipment to Harris.
- c. **Defective Equipment.** Equipment is provided with either Harris' standard equipment warranty or the manufacturer's standard equipment warranty. Upon discovery of a defect or other warranty-related problem, Customer shall promptly contact Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued an RMA, including a form which Customer must fill out describing the nature of the Equipment defect.
- d. **Other Reasons.** If Customer desires to return Equipment for other reasons, Customer must contact Harris for a RMA. Harris' customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer's request, an RMA will be issued. Customer will not return any Equipment without an RMA. Equipment being returned may be subject to restocking and other charges. **CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.**
- e. **Upon Receipt of a Return Authorization.** RMA numbers must appear on each individual package being returned. Customer is responsible for ensuring the safe return of Equipment for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without a valid RMA number. All Equipment being returned for credit must be returned in a timely manner and in good condition. If Equipment show evidence of damage, wear and tear, or if components or accessories are missing, then Harris at its sole judgment may reduce any credit agreed to prior to receipt of the Equipment.

11. Limited Warranty.

- a. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty will commence on the Date of Acceptance of the individual item of Equipment and Software and will terminate after 12 months. Written notice of any defects will be given to Harris upon discovery and Harris will promptly correct such defects by repair or replacement, at its option, without charge. Harris uses new and reconditioned parts to complete repairs and replacements under the terms of this warranty. Defective articles will not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris will determinate, in its sole discretion, existence and cause of the claimed defect. Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:
 - i. Acts of God.
 - ii. Physical impact, crash or foreign object damage.
 - iii. Improper installation, use, maintenance, storage, modification or alteration by the Customer or its Customer.
 - iv. The Customer's (or its customer's) operation of the Equipment delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect.
 - v. Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use.)
 - vi. Equipment or Software subjected to misuse, detrimental exposure or negligence.
- b. Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.

- c. For purposes of Harris' warranties for Equipment and Software media, a "defect" is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, misuse or lack of care in operation, maintenance or handling. Customer's written notice of the defect must include a description of the defect with detailed information reasonably sufficient for Harris to identify the defect and determine its probable cause. Components or parts that Customer claims to be defective must be available to Harris for inspection and testing. Customer may not return defective Equipment, components or parts without first obtaining an RMA and instructions from Harris. Customer is solely responsible for U.S. Customs and Border Protection clearance or permissions for all replacement parts.
- d. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD IN THE CASE OF SOFTWARE. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.
- e. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE. IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECTED TO NEGLECT, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.
- f. HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE WILL INCREASE OR EXTEND ANY HARRIS WARRANTY.

12. Repairs. To repair any Wireless products Equipment after the 12-month warranty has expired, Customer may call 1-800-358-5297 to obtain an RMA number and a quote for the estimated cost for repair.

- a. **Repair Policy.** To affect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory with a written description of the failure mode. Out-of-warranty repairs apply to any Equipment and/or Software whose standard 12-month warranty has expired, no Maintenance Agreement has been purchased and paid for, and/or any Equipment and/or Software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under 11.a above. Equipment and/or Software should not be returned to the Harris' factory without an RMA. Call 1-800-358-5297 to obtain an RMA number.

- b. **Support Policy.** Harris provides free help desk support throughout the warranty period and Maintenance Agreement of purchased Equipment and/or Software. Technical support is available Monday through Friday, during normal business hours (Eastern Time) excluding holidays, via the help desk support center at 1-800-358-5297.

13. Software License.

- a. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The Software furnished with the Equipment will be of the latest generation available at the time of shipment of the Equipment. Harris is under no obligation to supply updates to the Software except where expressly agreed to by the parties in writing.
 - b. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.
 - c. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title or rights to the Software. All rights in patents, copyrights and trade secrets in relation to the Software will continue to be vested in Harris or its licensor.
 - d. Customer will keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and having such individuals agree in writing to the obligations contained herein. In addition, Customer will employ its best efforts to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and will treat the Software with the same care as its own confidential information.
 - e. The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly agreed to by the parties in writing.
 - f. Customer acknowledges that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor will be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, Customer agrees that if Harris or its licensor should waive any breach of any provision of this Agreement, it will not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement. If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal.
- 14. Availability Discontinued/Last Time Buy.** Harris makes no representation about the continued availability of the Equipment and Software. Harris reserves the right, in its sole discretion, with or without notice, without incurring any liability to Customer or otherwise whether in contract or tort, to discontinue manufacturing or selling any Equipment and Software at any time or from time to time. Harris may within its sole discretion provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need ("last time buy") within 30 days of Customer's receipt of notice from Harris. Customer's last time buy rights are limited to products available in Harris' inventory at the time of Customer's request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to

Customer that the Equipment has been discontinued or for a period of 90 days after notice to Customer that the Software has been discontinued.

15. Intellectual Property Indemnification.

- a. In the event any Equipment to be furnished under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it will, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation will be effective only if Customer will have made all payments then due and if Harris is notified promptly of said allegation in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris will pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that the Equipment or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement Agreement prohibit the use of the product, Harris will at its sole option and its own expense, either:
 - i. Procure for Customer the right to continue using the Equipment;
 - ii. Replace it with a substantially equivalent non-infringing equipment;
 - iii. Modify it so it becomes non-infringing but substantially equivalent; or
 - iv. If none of the above is reasonably available, terminate the Customer's right to use the Equipment and return to the Customer a pro-rata portion of the price originally paid by Customer to Harris represented by the remaining useful life of the Equipment as a percentage of the total useful life.
- b. The foregoing indemnity does not apply to the following:
 - i. Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer;
 - ii. Infringement resulting from changes or modifications made to or from the Equipment by the Customer;
 - iii. Any settlements of a claim, suit, or proceeding made without Harris' written consent; and
 - iv. Any Equipment to be furnished under this Agreement which is to be delivered to the United States Government.
- c. The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished under this Agreement.
- d. In the event any Equipment to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer will, to the fullest extent permitted by applicable law, defend and hold Harris harmless to the same extent and subject to the same requirements as set forth in (a) and (b) above. Should the Customer be the United States Government, the Customer agrees to incorporate FAR 52.227-1, Authorization and Consent, in any Purchase Order or Contract.

16. Technical Data and Inventions.

- a. Unless specifically agreed to by Harris and expressly identified and priced in the Agreement as a separate item or items to be delivered by Harris, the sale of Equipment, Software and Services under the Agreement confers on Customer no right in, license under, access to, or entitlement of any kind to any of Harris' technical data including, but not limited to design,

process technology, software and drawings, or to any of Harris' inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof arose out of work performed under or in connection with the Agreement, and irrespective of whether Customer has paid or is obligated to pay Harris for any part of the design or development of the Equipment, Software or Services.

- b. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris' performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.
- c. Customer will not violate Harris' copyright of documents or Software or disclose Harris' confidential or proprietary data to others without Harris' written permission.
- d. All Inventions are and shall at all times remain Harris's confidential information. All rights, title and interest in and to the Inventions, including all intellectual property rights, remain vested in Harris, its suppliers or licensors, subject only to the license grant below. "Inventions" shall mean and include all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, specifications, designs, methods, devices, systems, reports, studies, computer software (in object or source code), programming and other documentation, flow charts, diagrams and all other information or tangible material of any nature whatsoever (in any medium and in any stage of development or completion) included in or resulting from the work contemplated hereunder, that are conceived, designed, practiced, prepared, produced or developed by Harris or any of its personnel during the course of performance of any Work.

17. Excusable Delay.

- a. Harris will be excused from performance under the Agreement and will not be liable to Customer for delay in performance attributable, in whole or in part, to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature, Customer's fault or negligence or where compliance with any applicable environmental law or regulation by Harris is not reasonably technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.
- b. In the event of an excusable delay, Harris will make commercially reasonable efforts to notify Customer of the nature and extent of such delay and (1) Harris will be entitled to a schedule an extension on at least a day-for-day basis, and (2) if the delay is caused by Customer's fault or negligence, Harris will be entitled to an equitable adjustment in price under the Agreement.

18. Termination. Either party may terminate this Agreement if the other party defaults in a material respect under this Agreement and fails to cure such default within thirty (30) days after receiving written notice from the other party of such default. If Harris terminates this Agreement based on the Customer's breach, then Harris will be entitled to damages, including any lost profits Harris would have realized, had Harris been permitted to perform in accordance with the Agreement. Customer also will be liable for all costs to Harris resulting from Harris' attempt to enforce its rights hereunder, including, but not limited to collection agency fees, attorney fees, court costs, etc.

19. Export and Re-Export Restrictions.

- a. Customer acknowledges that the Equipment and Software sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada. Customer will, to the fullest extent permitted by applicable law defend and hold Harris harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section 19. The Customer will supply to the Harris on a timely basis all necessary information and documentation requested by Harris in order to permit the Harris to export the Equipment, Software and/or Services with respect to any Purchase Order issued by the Customer hereunder, in accordance with the terms of this Agreement.
- b. To the extent any technical data is exchanged between the parties, the receiving party represents and warrants that no technical data furnished to it by the disclosing party shall be disclosed to any foreign nation, firm, or country, including foreign nationals, employed by or associated with the receiving party, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR), including the requirement for obtaining any export license if applicable. The receiving party shall first obtain the written consent of the disclosing party prior to submitting any request for authority to export any such technical data. The receiving party will, to the fullest extent permitted by applicable law defend and hold the disclosing party harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the receiving party to comply with this Section 19 or with the ITAR and EAR.
- c. Harris will not provide, or be responsible for obtaining any U.S. Government export licenses/approvals to provide any technical information, data or technical services to Customer or Customer's representatives, consultants or agents who are "foreign persons" as defined in the ITAR. Customer has the sole responsibility for obtaining necessary U.S. Government export licenses/approvals for any transfer of Equipment, Software or Services to Customer hereunder to Customer's representatives, consultants or agents who are such "foreign persons." Further, Harris will not be responsible for late delivery, delay or nonperformance under this Agreement due to the U.S. Government's delay or denial of any license that is Customer's responsibility to obtain.

20. Compliance with Waste Recycling Laws. Customer acknowledges and agrees that the supply of the Equipment by Harris to the Customer, and the resale or re-supply of the Equipment by the Customer, may give rise to obligations for Harris and the Customer under applicable environmental laws or regulations as defined herein. The Customer will be responsible for the collection, recycling, reuse and disposal of the Equipment in compliance with such Environmental Laws. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive as defined hereinafter. "WEEE Directive" means the European Union Directive on Waste Electrical Equipment and will include any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority. Harris may arrange for services, paid for by Customer, to recycle or dispose of Harris manufactured products in compliance with the Environmental Laws. The Customer will to the fullest extent permitted by applicable law defend and hold Harris harmless against all expenses, costs, claims, liabilities or damage of any nature incurred by any of them relating to the collection, recycling, reuse and disposal of any Equipment or otherwise arising in connection with their respective obligations under the Environmental Laws, or by reason of any failure or alleged failure by the Customer to comply with its obligations under the Environmental Laws. The Customer will provide

Harris with such compliance plans or other documents and information that Harris may reasonably request to enable Harris and its affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of their respective obligations under this Section and/or the Environmental Laws.

- 21. Limitation of Liability.** NOT WITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES WILL HARRIS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY). IN NO EVENT WILL HARRIS' LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED HEREUNDER. THIS SECTION WILL SURVIVE THE TERM OR EXPIRATION OF THIS AGREEMENT. CUSTOMER AGREES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HOLD HARMLESS HARRIS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR SOFTWARE.
- 22. Applicable Law, Venue, and Jurisdiction.** The Agreement, and any disputes related thereto, will be governed by and interpreted in accordance with the laws of the State of Florida, USA, without regard to conflict of law principles. The parties specifically exclude the application of the United Nations' Convention on Contracts for the International Sale of Goods to the Agreement, to the contractual relationship created under the Agreement, and to the construction, validity, enforcement, and interpretation of the Agreement. The parties agree that the exclusive venue for any action arising out of or related to the Agreement will be in the courts with the appropriate jurisdiction located in Brevard County, Florida, and each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of the Agreement will be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.
- 23. Jury Waiver.** Customer and Harris further agree, to the extent permitted by law, to waive all rights to a trial by jury of any action relating to the dispute or interpretation of the agreement, whether sounding in contract, tort, or otherwise. The parties specifically acknowledge that this waiver is made knowingly and voluntarily after an adequate opportunity to negotiate its terms and that such waiver is material consideration for the sale and purchase contemplated hereby.
- 24. Assumption of Risk.** Each party hereto acknowledges (a) the risks of its undertakings hereunder, (b) the uncertainty of the benefits and obligations hereunder, and (c) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party's opinion will be the basis of that party's decision to enter into the Agreement.
- 25. Reliance on Counsel and Other Advisors.** Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into the Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of the Agreement, and the Agreement will not be construed against either party as the drafter.

26. Compliance with Applicable Laws. Customer warrants that Customer will comply with any and all applicable U.S. federal, state and local laws, and will operate in good faith to comply with other laws and regulations and industry best practices, applicable to such party's performance hereunder, and will promptly act to correct any noncompliance once identified.

27. General Provisions.

- a. **Publicity.** Neither party will, without the prior written consent of the other party: (a) issue any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or (b) in any manner advertise or publish the fact of this Agreement.
- b. **Disputes.** The parties will to the fullest extent practical resolve disputes through collaborative procedures. To that end, any and all disputes between the parties will be quickly addressed to prevent such disputes from causing contractual or performance problems.
- c. **Assignment.** Customer will not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.
- d. **Enforceability.** If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which will continue in full force and effect.
- e. **No Waiver.** Waiver or failure by Harris to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any terms or condition herein, will not be a future waiver of any such right, or be a waiver of any other term, condition or remedy contained herein.
- f. **Headings.** Headings in this Agreement are provided for the convenience only and do not affect this Agreement's construction or interpretation.
- g. **Orders Issued under Government Prime or Subcontracts.** In the event this Agreement relates to a U.S. federal government prime contract or subcontract, nothing contained in this Agreement will be construed to authorize the waiver of any provision of law as prescribed in Federal Acquisition Regulation (FAR) Part 12, or terms as set forth in the current version of FAR 52.244-6, Subcontracts for Commercial Items, if applicable.
- h. **Notices.** All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile, if confirmed within three (3) business days by one of the other methods herein, at the addresses or facsimile numbers indicated or to such other addresses or facsimile numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to Harris Corporation, PO Box 37, Mail Stop: R5/11A, Melbourne, FL 32902, Attention: Contracts Manager, or email to wpg@harris.com.
- i. **English Language.** The parties confirm that it is their wish that this Agreement, as well as any other documents relating hereto including notices, have been and will be drawn up in English only.
- j. **GSA.** All purchase orders under General Services Administration (GSA) Schedule #GS-35F-0283J are subject to the GSA Terms and Conditions which will supersede all other terms and conditions provided.

- k. Survivability.** The following provisions shall survive the completion or termination of this Agreement: Section 3 (Restricted Use), Section 11 (Limited Warranty), Section 13 (Software License), Section 15 (Intellectual Property Indemnification), Section 19 (Export and Re-export Restrictions), Section 21 (Limitation of Liability), Section 22 (Applicable Law, Venue and Jurisdiction), Section 23 (Jury Waiver), and Section 27 (General Provisions).
- 28. Entire Agreement.** The Agreement supersedes all previous proposals, negotiations, conversations, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms, will be binding unless made in writing and signed by duly authorized representatives of both parties.

Harris GCSD

Customer

Signature

Signature

Name

Name

Title

Title

Date

Date



Please Remit Payments:
 Harris Corporation, GCSD
 Citibank Delaware
 P.O. Box 7247 - LB 6759
 Philadelphia, PA 19170-6759 USA

Invoice	INV6779-02239
Date	10/13/2009
Page:	1

Invoice

Bill To:

Chicago Police Department
 James Washburn
 3340 W. Fillmore Ave
 james.washburn@chicagopolice.org
 Chicago IL 60624

Ship To:

SGT James Washburn
 Chicago Police Dept
 3340 W. Fillmore Ave
 Chicago IL 60624

Purchase Order No.	Customer ID		Salesperson	Shipping Method	Pmt Terms		Harris Ord No.
15457	CPB-CHGIL-001		WPG3	BEST WAY	Net 30	6/8/2009	ORD6779-01271
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1		AJ-W-UG 3049	AmberJack-X or G to AmberJack-W Upgrade Serial Number		\$18,000.00	\$18,000.00
		x	SPUR900	Handheld Passive D/F Tool		\$12,000.00	\$0.00

All above items received in good
working order

X J. Washburn

2ND SHIPMENT, THIS OK.

BAL. \$12,000.

HARRIS CORP - WIRELESS PRODUCTS GROUP
 P.O. BOX 9800, M/S R6-11A
 MELBOURNE, FL 32902-9800
 PH: 800-350-5297, FAX: 321-309-7437, wpg@harris.com

Subtotal	\$18,000.00
Deposit	\$0.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$18,000.00



Quote	QTE6779-01929
Date	12/22/2008
Page:	1

Quotation

Bill To:

Chicago Police Department
Sgt. Jim Washburn
james.washburn@chicagopolice.org

312-746-7922

Ship To:

Sgt. Jim Washburn
james.washburn@chicagopolice.org
312-746-7922

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req'd Ship Date	Master
	CPB-CHGIL-001	WPG2		Nel 30	0/0/0000	2
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	STINGRAY II - UP	SlingRay II - Upgrade	EA		\$65,000.00	\$65,000.00
1	STINGRAY II-IDEN-SW	SlingRay II IDEN Software Package	EA		\$22,000.00	\$22,000.00
1	PA-KIT-30W IDEN 800	PA-KIT-30W Single Band IDEN 800	EA		\$14,000.00	\$14,000.00
1	PA-KIT-30W DUAL-BAND	PA-KIT-30W Dual-Band CONUS 850/1900	EA		\$17,500.00	\$17,500.00
1	PA-KIT-30W 2100	PA-KIT-30W Single Band 2100 MHz	EA		\$16,000.00	\$16,000.00
1	AJ-W-UG	AmberJack-X or G to AmberJack-W Upgrade (Wideband)	EA		\$18,000.00	\$18,000.00
1	SPURDOG	Handheld Passive DF Tool	EA		\$12,000.00	\$12,000.00
	NOTE	Delivery will be 120 days ARO unless otherwise stated. Please see attached Terms and Conditions.	*			\$

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437,wpg@harris.com

Approved By:

Subtotal	\$164,50
Misc	
Tax	
Freight	
Trade Discount	
Purchase Price	\$164,50

HARRIS Corporation
Government Communication Systems Division
Terms and Conditions of Sale
For
Wireless Equipment, Software and Services

1. DEFINITIONS

In addition to the terms defined elsewhere the following terms used herein have the following meanings:

- A. "Agreement" means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale Wireless Equipment, Software and Services are incorporated, all as acknowledged by Harris on its standard acknowledgement form;
- B. "Customer" means the purchaser of Equipment, Software, or Services from Harris;
- C. "Date of Acceptance" means the date when the Customer receives an item of Equipment, Software and/or Services unless Customer otherwise notifies Harris in writing that the Equipment, Software and/or Services was delivered in a defective condition.
- D. "Equipment" means any hardware, including components, and excludes any Software or Services;
- E. "Harris" means Harris Corporation, acting through its Government Communications Systems Division;
- F. "Maintenance Agreement" means a separate agreement for maintenance of the items procured hereunder; such services are not included in the Agreement;
- G. "Purchase Order" means the Customer's purchase order as acknowledged by Harris on its standard acknowledgement form;
- H. "Purchase Price" means the purchase price as identified in the Purchase Order;
- I. "Quote" means the price quotation of Harris itemizing the purchase price and includes all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any maintenance agreement specifically included in the purchase price;
- J. "Services" means, training, maintenance support, or other services to be provided to Customer as part of the Agreement;
- K. "Software" means software and firmware, including all copies provided to Customer.

2. PROPOSAL/QUOTE VALIDITY

Prices quoted are binding upon Harris for 30 days from the date of Quote. At expiration, Harris reserves the right to adjust its prices or extend the validity period.

3. ACCEPTANCE - MODIFICATION OF TERMS.

This Agreement constitutes Customer's acceptance of Harris' offer and such acceptance is expressly made conditional on Customer's assent to the terms and conditions contained in this Agreement. The Agreement will be deemed accepted by Customer upon the first to occur (i) Customer's issuance of the Purchase Order; or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer is rejected unless expressly approved in writing by Harris. No communication from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris reasonably objects thereto, will be binding upon Harris unless such different or additional terms are incorporated into a writing signed by both Harris and Customer, making express reference to the Agreement.

4. TAXES

All prices are exclusive of all taxes, use, excise, and other taxes, duties, or charges. Unless evidence of tax exempt status is provided by Customer, Customer will pay, or upon receipt of invoice from Harris, will reimburse Harris within a reasonable time after receipt of notification for, all such taxes or charges levied or imposed on Customer, or required to be collected by Harris as a result of this transaction or any part thereof.

5. CHANGES/CANCELLATION

Except as otherwise provided herein, change and/or cancellation of a Purchase Order in whole or in part by Customer will be effective only with specific written approval of Harris and may be subject to Harris' reasonable change and/or cancellation charges.

6. DELIVERY

Harris shall have the right to make, and Customer agrees to accept, shipments in more than one lot, and payment for each lot shall be due accordingly.

7. FREIGHT CHARGES AND TRANSPORTATION INSURANCE

Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and are inclusive of freight charges.

8. TITLE AND RISK OF LOSS

Title to and risk of loss for Equipment and Software media sold under the Agreement shall pass to Customer at the F.O.B. Destination

9. PAYMENT TERMS

- A. Payment for an invoice is due within thirty (30) days from the date of the invoice. Late payment shall be accrued interest at either the lower of one half percent per month or the highest rate allowed by law, to the outstanding balance due.
- (i) Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services to be delivered. Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Orders.
 - (ii) Domestic Purchase Orders for Maintenance Agreements require full payment of the Purchase Price prior to the start of the term of the Maintenance Agreement or Harris' obligation to perform.
 - (iii) International Purchase Orders are for shipments of Equipment, Software and/or Services to be performed outside the continental United States and Canada. Harris will submit an invoice after it has received a copy of an approved export license; Harris will not ship any Equipment, Software nor perform any Services under the Purchase Order until it receives full payment of the Purchase Price of the Purchase Order.

10. ANNUAL MAINTENANCE AGREEMENT

Upon expiration of warranty period, Customer can execute a separate maintenance agreement with Harris for Equipment and/or Software. Such maintenance agreements are available for a percentage of the original Purchase Prices of the Equipment and/or Software. Annual maintenance agreements include:

- A. Customer telephone support during normal business hours (Monday through Friday, Eastern Standard Time).
- B. Additional twelve (12) month warranty on Equipment, with respect to the Equipment Maintenance Agreement.
- C. For Software maintenance agreements it includes notification of and timely access to Software upgrades as defined in the maintenance agreement.

11. EQUIPMENT RETURN POLICY

- A. Equipment Damaged in Shipment. Upon receipt of shipments, Customer must open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivering carrier within 48 hours and request an inspection. After notifying the freight carrier, Customer promptly shall contact Harris for further instructions. Damaged Equipment shall not be returned without Harris' prior authorization.
- B. Items Shipped in Error. If the Equipment Customer receives is not what the Customer ordered, Customer will promptly notify the Harris responsible for the fulfillment of the Purchase Order. Customer agrees not to discard packing material. Harris will issue a return authorization.
- C. Defective Equipment. If the Equipment Customer receives is defective, it is covered under the Harris or manufacturer's standard equipment warranty. Upon discovery of a warranty problem, Customer promptly must contact the Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued a return authorization, including a form Customer must fill out describing the nature of the Equipment defect.
- D. Other Reasons. If Customer needs to return Equipment for other reasons, Customer must contact Harris for a return authorization. Harris' customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer's request, a return authorization will be issued. Customer agrees not to return any Equipment without a return authorization. Equipment being returned is subject to restocking and other charges. CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.
- E. Upon Receipt of a Return Authorization. Return authorization numbers must appear on each individual package being returned. Customer is responsible for insuring the return for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without return authorization numbers. All Equipment being returned for credit must be returned in a timely manner and in good condition. Harris will inspect Equipment returned. If there is damage, wear and tear, or if there are missing components or accessories, Harris may charge Customer repair/refurbishment.

12. LIMITED WARRANTY

- A. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty shall commence on the Date of Acceptance of the individual item of Equipment or Software and terminate 12 months thereafter. Written notice of any defects shall be given to Harris upon discovery and Harris shall promptly correct such defects by repair or replacement, at its option, without charge, either FOB Harris' plant or service in the field. Harris uses new and reconditioned parts to satisfy warranty repairs and replacements under the terms of this warranty. Defective articles shall not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris shall have the right of final determination as to the existence and cause of any claimed defect.

Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:

- (i) Acts of God.
- (ii) Physical impact, crash or foreign object damage.
- (iii) Improper maintenance, storage, modification or alteration by the Customer or its Customer.
- (iv) The Customer's or its Customer operation of the items delivered under this Agreement with any accessory, equipment or part specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, part was not a cause of the defect.
- (v) Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use).
- (vi) Equipment or Software subjected to misuse or detrimental exposure or negligence;
- (v) Defects caused by improper storage, use, installation or maintenance;

Note: Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.

- C. For purposes of Harris' warranties for Equipment and Software media, a defect is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, lack of care in operation, maintenance or handling. The written notice of claim of defect must include a description of the defect with detailed information, which will enable Harris to identify the defect and determine its probable cause. Components that Customer claims to be defective must be available to Harris for inspection and test. No defective Equipment or parts are to be returned without first receiving written authorization and instructions from Harris. Customs clearance for all replacement parts under the warranty or otherwise will be Customer's sole responsibility.
- C. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD, IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD, IN THE CASE OF SOFTWARE MEDIA. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.
- D. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE MEDIA, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE AND IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECTED TO NEGLECT, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.
- E. THIS LIMITED WARRANTY CONSTITUTES HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-COMFORMING EQUIPMENT, SERVICES, AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE SHALL INCREASE OR EXTEND ANY HARRIS WARRANTY. THE TOTAL LIABILITY OF HARRIS AND ITS LICENSORS UNDER THIS WARRANTY SHALL IN ANY EVENT BE SUBJECT TO THE LIMITATIONS IN THIS SECTION.

13. REPAIRS

To repair any Wireless products after the 12 month warranty has expired, call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number and an estimated cost for repair.

- (i) **Repair Policy** - To effect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory with a written description of the failure mode. Out of warranty repairs apply to any equipment and/or software whose standard 12-month warranty has expired, no maintenance agreement has been purchased and paid for, and/or any equipment and/or software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under 1 above.

Equipment and/or Software should not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number.

- (ii) **Support Policy** - Harris provides free help desk support throughout the warranty period and maintenance agreement of purchased Wireless Equipment and/or Software. Technical support is available during normal business hours EST, Monday through Friday via the help desk support center at 1-800-358-5297.

14. SOFTWARE LICENSE

- A. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The Software furnished with the Equipment shall be of the latest generation available at the time of shipment of the Equipment. Harris is under no obligation to supply updates to the Software except where expressly so stated in writing.
- B. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.
- C. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title to the Software. All rights in patents, copyrights and trade secrets in relation to the Software shall continue to be vested in Harris or its licensor.
- (i) Customer shall keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and shall have such individuals agree in writing to the obligations contained herein. In addition, Customer shall employ reasonable measures to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and shall treat such with not lesser care than its own confidential information.
 - a. The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly stated in writing.
 - b. Customer agrees that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor shall be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, Customer agrees that if Harris or its licensor should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal.

15. DISCONTINUED AVAILABILITY/LAST TIME BUY

Customer acknowledges that Harris has made no representation about the continued availability of the Equipment and Software listed in the Agreement. Harris reserves the right, in its absolute discretion, with or without notice, without incurring any liability to Customer or otherwise, whether in contract or tort, to discontinue manufacturing or selling any of the Equipment and Software listed in the Agreement at any time or from time to time. Harris may within its discretion provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need ("last time buy") within thirty (30) days of notice. Customer's last time buy rights are limited to products available in Harris' inventory at the time of Customer's request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to Customer that the Equipment has been discontinued or for a period of ninety (90) days after notice to Customer that the Software has been discontinued.

16. INTELLECTUAL PROPERTY INDEMNIFICATION

(1) In the event any Equipment to be furnished under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it shall, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation shall be effective only if Customer shall have made all payments then due and if Harris is notified of said allegation promptly in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris shall pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that its Equipment or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement Agreement prohibit the use of the product, Harris shall at its sole option and its own expense, either: (a) Procure for Customer the right to continue using the Equipment; or (b) Replace it with a substantially equivalent non-infringing equipment; or (c) Modify it so it becomes non-infringing but substantially equivalent; or (d) If none of the above is reasonably available, terminate the Customer's right to use the Equipment and return to the Customer a pro-rata portion of the price originally paid by Customer to Harris represented by the remaining useful life of the Equipment as a percentage of the total useful life.

The foregoing indemnity does not apply to the following: (1) Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer; (2) Infringement resulting from changes or modifications made to or from the Equipment by the Customer; (3) Any settlements of a claim, suit, or proceeding made without Harris' written consent; and, (4) Any Equipment to be furnished under this Agreement which is to be delivered to the United States Government.

The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished under this Agreement.

(2) In the event any Equipment to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer agrees to defend, indemnify and hold Harris harmless to the same extent and subject to the same requirements as set forth in Harris' indemnification of Customer as set forth in (1) above.

17. TECHNICAL DATA AND INVENTION

- A. Unless specifically agreed to by Harris and identified and priced in the Agreement as a separate item or items to be delivered by Harris (and in that event, except an identified and priced), the sale of Equipment, Software and Services under the Agreement confers on Customer no right in, license under, access to, or entitlement of any kind to any of Harris' technical data including, but not limited to design, process technology, software and drawings, or to any of Harris' inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof arose out of work performed under or in connection with the Agreement, and irrespective of whether Customer has paid or is obligated to pay Harris for any part of the design or development of the Equipment, Software or Services.
- B. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris' performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.
- C. Customer shall not violate Harris' copyright of documents or Software or without Harris' written permission disclose Harris' confidential or proprietary data to others.

18. EXCUSABLE DELAY

- A. Harris will be excused from performance under the Agreement and not be liable to Customer for delay in performance attributable in whole or in part to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature, Customer's fault or negligence or where compliance with any applicable environmental law or regulation by Harris is not reasonably technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.
- B. In the event of an excusable delay, Harris will make reasonable efforts to notify Customer of the nature and extent of such delay and (1) Harris will be entitled to a schedule an extension on at least a day-for-day basis, and (2) if the delay is caused by Customer's fault or negligence, Harris will be entitled to an equitable adjustment in price under the Agreement.

19. EXPORT AND RE-EXPORT RESTRICTIONS

Customer acknowledges that the Equipment and Software sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada. Customer shall defend, indemnify and hold Harris harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section. The Customer shall supply to the Harris on a timely basis all necessary information and documentation requested by Harris in order to permit the Harris to export the Equipment, Software and/or Services with respect to any Purchase Order issued by the Customer hereunder, in accordance with the terms of this Agreement.

20. COMPLIANCE WITH WASTE RECYCLING LAWS

Customer acknowledges and agrees that the supply of the Equipment by Harris to the Customer, and the resale or re-supply of the Equipment by the Customer, may give rise to obligations for Harris and the Customer under the Environmental Laws as hereinafter defined. The Customer shall be responsible for the collection, recycling, reuse and disposal of the Equipment in compliance with the Environmental Laws. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and these terms and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive as defined hereinafter. "WEEE Directive" means the EU Directive on Waste Electrical Equipment and shall include any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances, permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority. Harris may arrange for services, paid for by Customer, to recycle or dispose of Harris manufactured products in compliance with the Environmental Laws. The Customer shall indemnify and hold Harris and each of its affiliates harmless against all expenses, costs, claims, liabilities or damage of any nature incurred by any of them relating to the collection, recycling, reuse and disposal of any Equipment or otherwise arising in connection with their respective obligations under the Environmental Laws, or by reason of any failure or alleged failure by the Customer to comply with its obligations under the Environmental Laws. The Customer shall provide Harris with such compliance plans or other documents and information that Harris may reasonably request to enable Harris and its affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of their respective obligations under this Section and the Environmental Laws.

21. LIMITATION OF LIABILITY

CUSTOMER IS EXPRESSLY NOTIFIED THAT UNDER NO CIRCUMSTANCES SHALL HARRIS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PARTY, INCLUDING THIRD PARTIES, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY). IN NO EVENT SHALL HARRIS' LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED HEREUNDER. THIS SECTION SHALL SURVIVE THE TERM OR EXPIRATION OF THIS AGREEMENT. CUSTOMER AGREES TO INDEMNIFY HARRIS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR SOFTWARE.

22. APPLICABLE LAW, VENUE, AND JURISDICTION

The Agreement, and any disputes related thereto, shall be governed by and interpreted in accordance with the laws of the State of Florida, USA, regardless of any conflict of law principles requiring the application of any other law. The parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to the Agreement, to the contractual relationship created under the Agreement, and to the construction, validity, enforcement, and interpretation of the Agreement. The parties agree that the exclusive venue for any action arising out of or related to the Agreement shall be in the courts with the appropriate jurisdiction located in Brevard County, Florida, and each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of the Agreement shall be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.

23. JURY WAIVER

CUSTOMER AND HARRIS FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION RELATING TO THE DISPUTE OR INTERPRETATION OF THE AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. THE PARTIES SPECIFICALLY ACKNOWLEDGE THAT THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY AFTER AN ADEQUATE OPPORTUNITY TO NEGOTIATE ITS TERMS AND THAT SUCH WAIVER IS MATERIAL CONSIDERATION FOR THE SALE AND PURCHASE CONTEMPLATED HEREBY.

24. ASSUMPTION OF RISK

Each party hereto acknowledges (a) the risks of its undertakings hereunder, (b) the uncertainty of the benefits and obligations hereunder, and (c) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party's opinion shall be the basis of that party's decision to enter into the Agreement.

25. RELIANCE ON COUNSEL AND OTHER ADVISORS

Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into the Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of the Agreement, and the Agreement shall not be construed against either party as the drafter.

26. COMPLIANCE WITH APPLICABLE LAWS

Customer warrants that Customer shall comply with any and all applicable US federal and state laws, and shall operate in good faith to comply with other laws and regulations and industry best practices, applicable to such party's performance hereunder, and shall promptly act to correct any noncompliance once identified.

27. GENERAL PROVISIONS

- A. Publicity. Neither party will, without the prior written consent of the other party: (a) make any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or (b) in any manner advertise or publish the fact of this Agreement.
- B. Default. If Customer defaults in any of Customer's obligations hereunder, including, but not limiting to failure to pay all sums when due, Customer will be liable for all costs to Harris resulting from Harris' attempt to enforce its rights hereunder, including, but not limited to collection agency fees, attorney fees, court costs, etc.

- C. Assignment. Customer shall not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.
- D. Enforceability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which shall continue in full force and effect.
- E. No Waiver. Waiver or failure by Harris to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any terms or condition herein, will not be a future waiver of any such right, or be a waiver of any other term, condition or remedy contained herein.
- F. Notices. All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile, if confirmed within three (3) business days by one of the other methods herein, at the addresses or facsimile numbers indicated or to such other addresses or facsimile numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to Harris Corporation, PO Box 371, MS: RS/LIA, Melbourne, FL 32902 Attention: Contracts Manager.
- G. English Language. The Parties confirm that it is their wish that this Agreement, as well as any other documents relating hereto including notices, have been and shall be drawn up in English only.
- H. GSA. All purchase orders under GSA Schedule #GS-35B-0283 are subject to the GSA Terms and Conditions which will supersede all other Terms and Conditions provided.

28. CLAUSES INCORPORATED BY REFERENCE

The following Federal Acquisition Regulations/Defense Federal Acquisition Supplement ("FAR/DFARS") clauses are incorporated herein by reference, to the extent these clauses are applicable, with the same force and effect as if they are included in full text: 52.219-8 Utilization of Small Business Concerns, 52.222-26 Equal Opportunity, 52.222-35 Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era and other eligible Veterans, 52.222-36 Affirmative Action for Workers With Disabilities, 52.222-39 Notification of Employees Rights Concerning Payment of Union Dues or Fees, 52.247-64 Preference For Privately Owned U.S. Flag Commercial Vessels, 252.225-7014 Preference for Domestic Specialty Metals, Alternate I, 252.247-7023 Transportation of Supplies by Sea, and 252.247-7024 Notification of Transportation of Supplies by Sea.

29. ENTIRE AGREEMENT

The Agreement supersedes all previous proposals, negotiations, conversations, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms, will be binding unless made in writing and signed by duly authorized representatives of both parties.

HARRIS

Please Remit Payments:
 Harris Corporation, GCSD
 Cilibank Delaware
 P.O. Box 7247 - LB 6759
 Philadelphia, PA 19170-6759 USA

Invoice	INV6779-02186
Date	8/20/2009
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Invoice

Bill To:

Chicago Police Department
 Sgt. Jim Washburn
 james.washburn@
 chicagopolice.org
 3340 W. Fillmore Ave.
 Chicago, IL 60624

Original Invoice

Ship To:

Sgt. Jim Washburn
 james.washburn@
 chicagopolice.org
 3340 W. Fillmore Ave.
 Chicago, IL 60624

For TRACKING
 PURPOSES.

Purchase Order No.	Customer ID	Salesperson	Shipping Method	Pmt. Term	Ord. No.
15457	CPB-CHGIL-001	WPG2		Net 30	9-01271
Ordered	Shipped	B/O	Item Number	Description	Unit Price
1	1		STINGRAY II - UP 2046	SlingRay II - Upgrade Serial Number	\$65,000.00
1	1		2009523-101	Laptop PC	\$0.00
1	1		STINGRAY II-IDEN-SW 2046	SlingRay II IDEN Software Package Serial Number	\$22,000.00
1	1		PA-KIT-30W IDEN 800	PA-KIT-30W Single Band IDEN 800	\$14,000.00
1	1		PA-KIT-30W DUAL-BAN	PA-KIT-30W Dual-Band CONUS 850/1900	\$17,500.00
1	1		PA-KIT-30W 2100	PA-KIT-30W Single Band 2100 MHz	\$16,000.00
1	1		AJ-W-UG	AmberJack X or G to AmberJack-W Upgrade	\$18,000.00
1	1		SPURDOG	Handheld Passive DF Tool	\$12,000.00

All above items received in good
 working order EXCEPT highlighted
 ITEMS

X J. Wash
 GADGETS PENDING

HARRIS CORP - WIRELESS PRODUCTS GROUP
 P.O. BOX 9800, M/S R5-11A
 MELBOURNE, FL 32902-9800
 PH: 800-358-6297, FAX: 321-309-7437, wpg@harris.com

Subtotal	\$134,500.00
Deposit	\$0.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$134,500.00



Quote	QTE6779-01929
Date	12/22/2008
Page	1

Quotation

Bill To:

Chicago Police Department
Sgt. Jim Washburn
james.washburn@chicagopolice.org

312-746-7922

Ship To:

Sgt. Jim Washburn
james.washburn@chicagopolice.org
312-746-7922

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No
	CPB-CHGIL-001	WPG2		Net 30	0/0/0000	2,411
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	STINGRAY II - UP	StingRay II - Upgrade	EA		\$65,000.00	\$65,000.00
1	STINGRAY II-IDEN-SW	StingRay II iDEN Software Package	EA		\$22,000.00	\$22,000.00
1	PA-KIT-30W IDEN 800	PA-KIT-30W Single Band iDEN 800	EA		\$14,000.00	\$14,000.00
1	PA-KIT-30W DUAL-BAND	PA-KIT-30W Dual-Band CONUS 850/1900	EA		\$17,500.00	\$17,500.00
1	PA-KIT-30W 2100	PA-KIT-30W Single Band 2100 MHz	EA		\$16,000.00	\$16,000.00
1	AJ-W-UG	AmberJack-X or G to AmberJack-W Upgrade (WideB	EA		\$18,000.00	\$18,000.00
1	SPURDOG	Handheld Passive DF Tool	EA		\$12,000.00	\$12,000.00
	NOTE	Delivery will be 120 days ARO unless otherwise stated. Please see attached Terms and Conditions.	*			\$0.00

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Approved By:

Subtotal	\$164,500.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$164,500.00

HARRIS Corporation
Government Communication Systems Division
Terms and Conditions of Sale
For
Wireless Equipment, Software and Services

1. DEFINITIONS

In addition to the terms defined elsewhere the following terms used herein have the following meanings:

- A. "Agreement" means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated, all as acknowledged by Harris on its standard acknowledgement form;
- B. "Customer" means the purchaser of Equipment, Software, or Services from Harris;
- C. "Date of Acceptance" means the date when the Customer receives an item of Equipment, Software and/or Services unless Customer otherwise notifies Harris in writing that the Equipment, Software and/or Services was delivered in a defective condition;
- D. "Equipment" means any hardware, including components, and excludes any Software or Services;
- E. "Harris" means Harris Corporation, acting through its Government Communications Systems Division;
- F. "Maintenance Agreement" means a separate agreement for maintenance of the items procured hereunder; such services are not included in this Agreement;
- G. "Purchase Order" means the Customer's purchase order as acknowledged by Harris on its standard acknowledgement form;
- H. "Purchase Price" means the purchase price as identified in the Purchase Order;
- I. "Quote" means the price quotation of Harris itemizing the purchase price and includes all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any maintenance agreement specifically included in the purchase price;
- J. "Services" means, training, maintenance support, or other services to be provided to Customer as part of the Agreement;
- K. "Software" means software and firmware, including all copies provided to Customer.

2. PROPOSAL/QUOTE VALIDITY

Prices quoted are binding upon Harris for 30 days from the date of Quote. At expiration, Harris reserves the right to adjust its prices or extend the validity period.

3. ACCEPTANCE – MODIFICATION OF TERMS.

This Agreement constitutes Customer's acceptance of Harris' offer and such acceptance is expressly made conditional on Customer's assent to the terms and conditions contained in this Agreement. The Agreement will be deemed accepted by Customer upon the first to occur (i) Customer's issuance of the Purchase Order; or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer are rejected unless expressly approved in writing by Harris. No communication from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris seasonably objects thereto, will be binding upon Harris unless such different or additional terms are incorporated into a writing signed by both Harris and Customer, making express reference to the Agreement.

4. TAXES

All prices are exclusive of all sales, use, excise, and other taxes, duties, or charges. Unless evidence of tax exempt status is provided by Customer, Customer will pay, or upon receipt of invoice from Harris, will reimburse Harris within a reasonable time after receipt of notification for, all such taxes or charges levied or imposed on Customer, or required to be collected by Harris as a result of this transaction or any part thereof.

5. CHANGES/CANCELLATION

Except as otherwise provided herein, change and/or cancellation of a Purchase Order in whole or in part by Customer will be effective only with specific written approval of Harris and may be subject to Harris' reasonable change and/or cancellation charges.

6. DELIVERY

Harris shall have the right to make, and Customer agrees to accept, shipments in more than one lot, and payment for each lot shall be due accordingly.

7. FREIGHT CHARGES AND TRANSPORTATION INSURANCE

Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and are inclusive of freight charges.

8. TITLE AND RISK OF LOSS

Title to and risk of loss for Equipment and Software media sold under the Agreement shall pass to Customer at the F.O.B. Destination

9. PAYMENT TERMS

- A. Payment for an invoice is due within thirty (30) days from the date of the invoice. Late payment shall be accrued interest at either the lower of one and half percent per month or the highest rate allowed by law, to the outstanding balance due.
- (i) Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services to be delivered or Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Orders.
 - (ii) Domestic Purchase Orders for Maintenance Agreements require full payment of the Purchase Price prior to the start of the term of the Maintenance Agreement or Harris' obligation to perform.
 - (iii) International Purchase Orders are for shipments of Equipment, Software and/or Services to be performed outside the continental United States and Canada. Harris will submit an invoice after it has receipt of an approved export license; Harris will not ship any Equipment, Software nor perform any Services under the Purchase Order until it receives full payment of the Purchase Price of the Purchase Order.

10. ANNUAL MAINTENANCE AGREEMENT

Upon expiration of warranty period, Customer can execute a separate maintenance agreement with Harris for Equipment and/or Software. Such maintenance agreements are available for a percentage of the original Purchase Prices of the Equipment and/or Software. Annual maintenance agreements include:

- A. Customer telephone support during normal business hours (Monday through Friday, Eastern Standard Time).
- B. Additional twelve (12) month warranty on Equipment, with respect to the Equipment Maintenance Agreement.
- C. For Software maintenance agreements it includes notification of and free access to Software upgrades as defined in the maintenance agreement.

11. EQUIPMENT RETURN POLICY

- A. Equipment Damaged in Shipment. Upon receipt of shipments, Customer must open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivering carrier within 48 hours and request an inspection. After notifying the freight carrier, Customer promptly shall contact Harris for further instructions. Damaged Equipment shall not be returned without Harris' prior authorization.
- B. Items Shipped in Error. If the Equipment Customer receives is not what the Customer ordered, Customer will promptly notify the Harris responsible for the fulfillment of the Purchase Order. Customer agrees not to discard packing material. Harris will issue a return authorization.
- C. Defective Equipment. If the Equipment Customer receives is defective, it is covered under the Harris or manufacturer's standard equipment warranty. Upon discovery of a warranty problem, Customer promptly must contact the Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued a return authorization, including a form. Customer must fill out describing the nature of the Equipment defect.
- D. Other Reasons. If Customer needs to return Equipment for other reasons, Customer must contact Harris for a return authorization. Harris' customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer's request, a return authorization will be issued. Customer agrees not to return any Equipment without a return authorization. Equipment being returned is subject to restocking and other charges. CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.
- E. Upon Receipt of a Return Authorization. Return authorization numbers must appear on each individual package being returned. Customer is responsible for insuring the return for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without return authorization numbers. All Equipment being returned for credit must be returned in a timely manner and in good condition. Harris will inspect all Equipment returned. If there is damage, wear and tear, or if there are missing components or accessories, Harris may charge Customer for repair/refurbishment.

12. LIMITED WARRANTY

- A. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty shall commence on the Date of Acceptance of the individual item of Equipment and Software and terminate 12 months thereafter. Written notice of any defects shall be given to Harris upon discovery and Harris shall promptly correct such defects by repair or replacement, at its option, without charge, either FOB Harris' plant or service in the field. Harris uses new and reconditioned parts to satisfy warranty repairs and replacements under the terms of this warranty. Defective articles shall not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris shall have the right of final determination as to the existence and cause of any claimed defect.

Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:

- (i) Acts of God.
- (ii) Physical impact, crash or foreign object damage.
- (iii) Improper maintenance, storage, modification or alteration by the Customer or its Customer.
- (iv) The Customer's or its Customer operation of the items delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect.
- (v) Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use.)
- (vi) Equipment or Software subjected to misuse or detrimental exposure or negligence;
- (v) Defects caused by improper storage, use, installation or maintenance;

Note: Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.

- B. For purposes of Harris' warranties for Equipment and Software media, a defect is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, lack of care in operation, maintenance or handling. The written notice of claim of defect must include a description of the defect with detailed information, which will enable Harris to identify the defect and determine its probable cause. Components that Customer claims to be defective must be available to Harris for inspection and test. No defective Equipment or parts are to be returned without first receiving written authorization and instructions from Harris. Customs clearance for all replacement parts under the warranty or otherwise will be Customer's sole responsibility.
- C. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD, IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD, IN THE CASE OF SOFTWARE MEDIA. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.
- D. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE MEDIA, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE AND IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECTED TO NEGLECT, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.
- E. THIS LIMITED WARRANTY CONSTITUTES HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE SHALL INCREASE OR EXTEND ANY HARRIS WARRANTY. THE TOTAL LIABILITY OF HARRIS AND ITS LICENSORS UNDER THIS WARRANTY SHALL IN ANY EVENT BE SUBJECT TO THE LIMITATIONS IN THIS SECTION.

13. REPAIRS

To repair any Wireless products after the 12 month warranty has expired, call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number and an estimated cost for repair.

- (i) **Repair Policy** - To affect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory with a written description of the failure mode. Out of warranty repairs apply to any equipment and/or software whose standard 12- month warranty has expired, no maintenance agreement has been purchased and paid for, and/or any equipment and/or software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under I above.

Equipment and/or Software should not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number.

- (ii) **Support Policy** - Harris provides free help desk support throughout the warranty period and maintenance agreement of purchased Wireless Equipment and/or Software. Technical support is available during normal business hours EST, Monday through Friday via the help desk support center at 1-800-358-5297.

14. SOFTWARE LICENSE

- A. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The Software furnished with the Equipment shall be of the latest generation available at the time of shipment of the Equipment. Harris is under no obligation to supply updates to the Software except where expressly so stated in writing.
- B. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.
- C. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title to the Software. All rights in patents, copyrights and trade secrets in relation to the Software shall continue to be vested in Harris or its licensor.
 - (i) Customer shall keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and shall have such individuals agree in writing to the obligations contained herein. In addition, Customer shall employ reasonable measures to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and shall treat such with not lesser care than its own confidential information.
 - a. The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly stated in writing.
 - b. Customer agrees that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor shall be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, Customer agrees that if Harris or its licensor should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal

15. DISCONTINUED AVAILABILITY/LAST TIME BUY

Customer acknowledges that Harris has made no representation about the continued availability of the Equipment and Software listed in the Agreement. Harris reserves the right, in its absolute discretion, with or without notice, without incurring any liability to Customer or otherwise, whether in contract or tort, to discontinue manufacturing or selling any of the Equipment and Software listed in the Agreement at any time or from time to time. Harris may within its discretion provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need ("last time buy") within thirty (30) days of notice. Customer's last time buy rights are limited to products available in Harris' inventory at the time of Customer's request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to Customer that the Equipment has been discontinued or for a period of ninety (90) days after notice to Customer that the Software has been discontinued.

16. INTELLECTUAL PROPERTY INDEMNIFICATION

(I) In the event any Equipment to be furnished under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it shall, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation shall be effective only if Customer shall have made all payments then due and if Harris is notified of said allegation promptly in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris shall pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that the Equipment or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement Agreement prohibit the use of the product, Harris shall at its sole option and its own expense, either: (a) Procure for Customer the right to continue using the Equipment; or (b) Replace it with a substantially equivalent non-infringing equipment; or (c) Modify it so it becomes non-infringing but substantially equivalent; or (d) If none of the above is reasonably available, terminate the Customer's right to use the Equipment and return to the Customer a pro-rata portion of the price originally paid by Customer to Harris represented by the remaining useful life of the Equipment as a percentage of the total useful life.

The foregoing indemnity does not apply to the following: (1) Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer; (2) Infringement resulting from changes or modifications made to or from the Equipment by the Customer; (3) Any settlements of a claim, suit, or proceeding made without Harris' written consent; and, (4) Any Equipment to be furnished under this Agreement which is to be delivered to the United States Government.

The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished under this Agreement.

(II) In the event any Equipment to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer agrees to defend, indemnify and hold Harris harmless to the same extent and subject to the same requirements as set forth in Harris' indemnification of Customer as set forth in (I) above.

17. TECHNICAL DATA AND INVENTION

- A. Unless specifically agreed to by Harris and identified and priced in the Agreement as a separate item or items to be delivered by Harris (and in that event, except so identified and priced), the sale of Equipment, Software and Services under the Agreement confers on Customer no right in, license under, access to, or entitlement of any kind to any of Harris' technical data including, but not limited to design, process technology, software and drawings, or to any of Harris' inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof arose out of work performed under or in connection with the Agreement, and irrespective of whether Customer has paid or is obligated to pay Harris for any part of the design or development of the Equipment, Software or Services.
- B. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris' performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.
- C. Customer shall not violate Harris' copyright of documents or Software or without Harris' written permission disclose Harris' confidential or proprietary data to others.

18. EXCUSABLE DELAY

- A. Harris will be excused from performance under the Agreement and not be liable to Customer for delay in performance attributable in whole or in part to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature, Customer's fault or negligence or where compliance with any applicable environmental law or regulation by Harris is not reasonably technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.
- B. In the event of an excusable delay, Harris will make reasonable efforts to notify Customer of the nature and extent of such delay and (1) Harris will be entitled to a schedule an extension on at least a day-for-day basis, and (2) if the delay is caused by Customer's fault or negligence, Harris will be entitled to an equitable adjustment in price under the Agreement.

19. EXPORT AND RE-EXPORT RESTRICTIONS

Customer acknowledges that the Equipment and Software sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada. Customer shall defend, indemnify and hold Harris harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section. The Customer shall supply to the Harris on a timely basis all necessary information and documentation requested by Harris in order to permit the Harris to export the Equipment, Software and/or Services with respect to any Purchase Order issued by the Customer hereunder, in accordance with the terms of this Agreement.

20. COMPLIANCE WITH WASTE RECYCLING LAWS

Customer acknowledges and agrees that the supply of the Equipment by Harris to the Customer, and the resale or re-supply of the Equipment by the Customer, may give rise to obligations for Harris and the Customer under the Environmental Laws as hereinafter defined. The Customer shall be responsible for the collection, recycling, reuse and disposal of the Equipment in compliance with the Environmental Laws. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and these terms and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive as defined hereinafter. "WEEE Directive" means the EU Directive on Waste Electrical Equipment and shall include any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority. Harris may arrange for services, paid for by Customer, to recycle or dispose of Harris manufactured products in compliance with the Environmental Laws. The Customer shall indemnify and hold Harris and each of its affiliates harmless against all expenses, costs, claims, liabilities or damage of any nature incurred by any of them relating to the collection, recycling, reuse and disposal of any Equipment or otherwise arising in connection with their respective obligations under the Environmental Laws, or by reason of any failure or alleged failure by the Customer to comply with its obligations under the Environmental Laws. The Customer shall provide Harris with such compliance plans or other documents and information that Harris may reasonably request to enable Harris and its affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of their respective obligations under this Section and the Environmental Laws.

21. LIMITATION OF LIABILITY

CUSTOMER IS EXPRESSLY NOTIFIED THAT UNDER NO CIRCUMSTANCES SHALL HARRIS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PARTY, INCLUDING THIRD PARTIES, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY). IN NO EVENT SHALL HARRIS' LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED HEREUNDER. THIS SECTION SHALL SURVIVE THE TERM OR EXPIRATION OF THIS AGREEMENT. CUSTOMER AGREES TO INDEMNIFY HARRIS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR SOFTWARE.

22. APPLICABLE LAW, VENUE, AND JURISDICTION

The Agreement, and any disputes related thereto, shall be governed by and interpreted in accordance with the laws of the State of Florida, USA, regardless of any conflict of law principles requiring the application of any other law. The parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to the Agreement, to the contractual relationship created under the Agreement, and to the construction, validity, enforcement, and interpretation of the Agreement. The parties agree that the exclusive venue for any action arising out of or related to the Agreement shall be in the courts with the appropriate jurisdiction located in Brevard County, Florida, and each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of the Agreement shall be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.

23. JURY WAIVER

CUSTOMER AND HARRIS FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION RELATING TO THE DISPUTE OR INTERPRETATION OF THE AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. THE PARTIES SPECIFICALLY ACKNOWLEDGE THAT THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY AFTER AN ADEQUATE OPPORTUNITY TO NEGOTIATE ITS TERMS AND THAT SUCH WAIVER IS MATERIAL CONSIDERATION FOR THE SALE AND PURCHASE CONTEMPLATED HEREBY.

24. ASSUMPTION OF RISK

Each party hereto acknowledges (a) the risks of its undertakings hereunder, (b) the uncertainty of the benefits and obligations hereunder, and (c) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party's opinion shall be the basis of that party's decision to enter into the Agreement.

25. RELIANCE ON COUNSEL AND OTHER ADVISORS

Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into the Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of the Agreement, and the Agreement shall not be construed against either party as the drafter.

26. COMPLIANCE WITH APPLICABLE LAWS

Customer warrants that Customer shall comply with any and all applicable US federal and state laws, and shall operate in good faith to comply with other laws and regulations and industry best practices, applicable to such party's performance hereunder, and shall promptly act to correct any noncompliance once identified.

27. GENERAL PROVISIONS

- A. Publicity. Neither party will, without the prior written consent of the other party: (a) make any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or (b) in any manner advertise or publish the fact of this Agreement.
- B. Default. If Customer defaults in any of Customer's obligations hereunder, including, but not limiting to failure to pay all sums when due, Customer will be liable for all costs to Harris resulting from Harris' attempt to enforce its rights hereunder, including, but not limited to collection agency fees, attorney fees, court costs, etc.

- C. Assignment. Customer shall not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.
- D. Enforceability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which shall continue in full force and effect.
- E. No Waiver. Waiver or failure by Harris to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any terms or condition herein, will not be a future waiver of any such right, or be a waiver of any other term, condition or remedy contained herein.
- F. Notices. All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile, if confirmed within three (3) business days by one of the other methods herein, at the addresses or facsimile numbers indicated or to such other addresses or facsimile numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to Harris Corporation, PO Box 37, MS: R5/11A, Melbourne, FL 32902 Attention: Contracts Manager.
- G. English Language. The Parties confirm that it is their wish that this Agreement, as well as any other documents relating hereto including notices, have been and shall be drawn up in English only.
- H. GSA. All purchase orders under GSA Schedule #GS-35F-0283J are subject to the GSA Terms and Conditions which will supersede all other Terms and Conditions provided.

28. CLAUSES INCORPORATED BY REFERENCE

The following Federal Acquisition Regulations/Defense Federal Acquisition Supplement ("FAR/DFARS") clauses are incorporated herein by reference, to the extent these clauses are applicable, with the same force and effect as if they are included in full text: 52.219-8 Utilization of Small Business Concerns, 52.222-26 Equal Opportunity, 52.222-35 Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era and other eligible Veterans, 52.222-36 Affirmative Action for Workers With Disabilities, 52.222-39 Notification of Employees Rights Concerning Payment of Union Dues or Fees, 52.247-64 Preference For Privately Owned U.S. Flag Commercial Vessels, 252.225-7014 Preference for Domestic Specialty Metals, Alternate I, 252.247-7023 Transportation of Supplies by Sea, and 252.247-7024 Notification of Transportation of Supplies by Sea.

29. ENTIRE AGREEMENT

The Agreement supersedes all previous proposals, negotiations, conversations, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms, will be binding unless made in writing and signed by duly authorized representatives of both parties.

TO: _____
FROM: Sgt. Jim Washburn
DATE: 29 JUL 09



BUREAU OF INVESTIGATIVE SERVICES
ORGANIZED CRIME DIVISION
3340 W. FILLMORE, ROOM 2180
CHICAGO, IL 60624
FAX: 312-746-7278
TX: 312-746-7922

SUBJECT: Bailment Agreement

THIS FACSIMILE CONSISTS OF 3 Pages, Including Cover Page



BAILMENT AGREEMENT

EQUIPMENT BAILMENT AGREEMENT made this date of July 29, 2009 between Harris Corporation, Government Communications Systems Division, with its principal office in Melbourne, FL, hereinafter referred to as "the Lender", and CHICAGO POLICE DEPARTMENT with its principal office 3340 W. FILMORE AVE, CHICAGO, IL 60624 hereinafter referred to as "the Bailee".

The Lender hereby agrees to loan to the Bailee AMBERJACK-X SN 443, hereinafter referred to as the "Equipment," subject to the following terms and conditions:

Section 1. Use of Equipment.

The Bailee shall hold the equipment in trust for and subject to the security interest of the Lender; to be used by the Bailee, without expense to Lender or Bailee, for the sole purpose of supporting the demonstrations in the pursuit of Lender's opportunities. Bailee expressly agrees that the Equipment will not be used for any other purpose without prior written authorization from Lender.

Section 2. Term of Agreement.

The loan period shall run from shipment date JULY 29, 2009 through return date AUGUST 31, 2009, unless otherwise extended through the mutual written consent of the parties hereto or terminated by either party.

Section 3. Location of Equipment.

The Equipment is to be retained in the Bailee's possession at the Bailee's place of business or at such facility as is required to support the demonstrations in the pursuit of Lender's opportunities. The Lender will bear the expense of shipping the Equipment from the Lender to the Bailee, and at the conclusion of the term, the Bailee agrees to bear the expense of shipping the Equipment back to the Lender.

Section 4. Ownership of Equipment.

Title to the Equipment shall remain vested always in the Lender; Bailee shall have no claims towards ownership unless transferred to the Bailee by sale through the Lender's established sales procedures. The Bailee shall have only the right to retain or sell the possession of said Equipment pursuant to the conditions of those procedures. The Bailee shall give the Lender immediate notice of any claim, levy, lien, or legal process issued against the Equipment. This agreement does not address the sale of this equipment.



Section 5. Risk of Loss Damage.

Bailee shall be liable for loss or damage to the property up to the agreed to unit value of \$24,300.

Section 6. Export.

The Bailee represents and warrants that no technical data furnished to it by the Lender shall be disclosed to any foreign nation, firm, or country, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulation (ITAR) or the Export Administration Regulation (EAR), including the requirement for obtaining any export license if applicable. The Bailee shall first obtain the written consent of the Lender prior to submitting any request for authority to export any such technical data. The Bailee shall indemnify and hold the Lender harmless for all claims, demands, damages, costs, fines, attorney's fees, and all other expenses arising from failure of the Bailee to comply with this clause or the ITAR and EAR.

Section 7. Taxes and Duties.

Except for the State of Florida, any present or future Federal, State, or local taxes and duties, including any foreign country, with respect to the Equipment in Bailee's possession shall be the responsibility of the Bailee. The Bailee shall indemnify the Lender for any such taxes and duties which are actually paid by the Lender together with any interest penalty which accrues thereto; provided, that the Lender shall promptly advise the Bailee of any such taxes and duties asserted to be due, and the Bailee may make such objective thereto, file such protests and otherwise take such actions as the Bailee deems advisable in the circumstances, and the Lender shall cooperate with the Bailee in connection therewith.

IN WITNESS WHEREOF, the parties hereto have extended this Agreement the day and year first above written.

HARRIS CORPORATION
Government Communications Systems Division

By: _____

Title: Customer Service Manager

Date:

By: _____

Title: Sergeant/OCD

Date: 29 Jul 09



WPG AmberJack Upgrade Request

July 29, 2009

Company:	Chicago Police Department
First Name:	James
Last Name:	Washburn
Telephone:	312-747-7922
Email Address:	James.washburn@chicagopolice.org
PO#:	
Return Street Address 1:	3340 W. Fillmore
Return Street Address 2:	Room 2180
Return City:	Chicago
Return State/Province:	IL
Return Zip/Postal Code:	60624
Product (s) requiring upgrade	AMBERJACK - TO AMBERJACK -
Serial Number(s)	

WPG Solutions

407 John Rodes Boulevard
Melbourne, FL USA 32934

1-888-358-5297
www.wpg.harris.com



AmberJack-X (3123330-101)		
Check List		
QTY	Description	Part Number
1	AmberJack-X Chassis	AJ-X
1	Cable Assy, DBDF (Gossamer)	3120098-101
1	Cable Assy, (StingRay)	3099547-101
1	Accessory Kit	3087886-101
2	Eyebolt, Swivel	47621
1	Tool, Eyebolt	47641/94882
1	Webbing Assy	8834T661
2	Fuse	270-1005
1	Carrying Case w/Keys	NPN
1	3-Way Splitter	DC15A-3J1



HARRIS CORPORATION

Wireless Products Group
407 John Rodes Boulevard
Melbourne, Florida 32934

July 29, 2009

WPG AMBERJACK UPGRADE SHIPPING INSTRUCTIONS

- Please send your AmberJack(s) to the address below and be sure to include the completed Upgrade form to ensure a quick turnaround of the equipment. If you haven't already done so, also email a copy of your completed form to susan.mccreery@harris.com or fax to 321-409-6975.

Return unit to address:

Harris Corporation -WPG
407 John Rodes Boulevard
Melbourne, Florida 32934

Attn: [REDACTED]
[REDACTED]

Shipping charge number listed below. Please be sure and place 6779-4001 in the reference section of the waybill.

FED EX: 273895442 (Reference: 6779-4001)



WPG AmberJack Upgrade Request

July 29, 2009

Company:	
First Name:	
Last Name:	
Telephone:	
Email Address:	
PO#:	
Return Street Address 1:	
Return Street Address 2:	
Return City:	
Return State/Province:	
Return Zip/Postal Code:	
Product(s) requiring upgrade	AMBERJACK - TO AMBERJACK -
Serial Number(s)	

WPG Solutions

407 John Rodes Boulevard
Melbourne, FL USA 32934

1-888-358-5297
www.wpg.harris.com



Please Remit Payments:
 Harris Corporation, GCSD
 Citibank Delaware
 P.O. Box 7247 - LB 6759
 Philadelphia, PA 19170-6759 USA

Invoice	INV6779-02239
Date	10/13/2009
Page	1

Invoice

Bill To:

Chicago Police Department
 James Washburn
 3340 W. Fillmore Ave
 james.washburn@chicagopolice.
 org
 Chicago IL 60624

Ship To:

SGT James Washburn
 Chicago Police Dept
 3340 W. Fillmore Ave
 Chicago IL 60624

Original Invoice

Purchase Order No.	Customer ID		Salesperson	Shipping Method	Pmt Terms		Harris Ord No.
15457	CPB-CHGIL-001		WPG3	BEST WAY	Net 30	6/8/2009	ORD6779-01271
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1		AJ-W-UG 3049	AmberJack-X or G to AmberJack-W Upgrade Serial Number		\$18,000.00	\$18,000.00
		1	SPURDOG	Handheld Passive DF Tool		\$12,000.00	\$0.00

HARRIS CORP - WIRELESS PRODUCTS GROUP
 P.O. BOX 9800, M/S R5-11A
 MELBOURNE, FL 32902-9800
 PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Subtotal	\$18,000.00
Deposit	\$0.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$18,000.00



SHIPPER

1. SHIPMENT NO. 157 AJ UP 48	PARTIAL	FINAL	2. CONTRACT NUMBER/P.O. NUMBER 15457	3. SUPPLEMENTS & CHANGE ORDERS			4. PROJECT NUMBER 6779-4001
5. SHIPMENT VIA ATF - FEDEX - ON			7969 8173 5214	PREPAID XX	COLLECT	6. DATE SHIPPED 28-Sep-09	7. PAGE OF 1 1
8. SHIPMENT INITIATED BY JRUBEL R5/11A X7320/DBRUDER R5/11A X7421		9. SHIPMENT AUTHORIZED BY DWHEELER R5/11A X7432					10. ACCEPTANCE POINT
11. PRIME CONTRACTOR HARRIS CORPORATION, GCSD P.O. BOX 37 MELBOURNE, FL 32902				12. PRIME CONTRACT ADMINISTERED BY			
13. SHIPPED FROM (IF OTHER THAN 11) HARRIS CORPORATION, GCSD 407 NORTH JOHN RODES BLVD MELBOURNE, FL 32934				14. PAYMENT WILL BE MADE BY			
15. SHIPPED TO CHICAGO POLICE DEPT 3340 W. FILLMORE AVE CHICAGO, IL 60624				16. MARKED FOR ATTN: SGT. JAMES WASHBURN PHONE #: 312-746-7922 FAX #:			
17. ITEM NO.	18. STOCK / PART NUMBER	DESCRIPTION		19. UNIT PRICE	20. EXTENDED PRICE	21. QUANTITY SHIPPED	22. UNIT
001	AJ-W-UP AMBERJACK-W-UPGRADE (L) S/N 3049			\$18,000.00	\$18,000.00	1	EA
AFTER THE FACT SHIPPER DATED 29 SEPT 2009 PARTS WERE SHIPPED AS DATED ABOVE							
23. REASON FOR SHIPMENT CONTRACTUAL				24. HARRIS SHIPPING INSPECTOR JNE - Q333	25. CUSTOMER INSPECTION 26-Sep-09	26. DIMENSIONS 25 X 25 X 13	27. PACKAGED BY EJP
28. APPROPRIATION NUMBER H-817-B		29. EQUIPMENT CODE	30. BILLING CODE			DATE 28-Sep-09	31. TYPED BY VLR
32. I CERTIFY THAT THE ITEMS LISTED HEREIN HAVE BEEN INSPECTED AND OR ACCEPTED BY ME OR UNDER MY SUPERVISION AS NOTED.				33. NUMBER OF PIECES 1 CTN	34. WEIGHT 52#		
SIGNATURE OF AUTHORIZED CUSTOMER/GOVERNMENT REPRESENTATIVE H-817-B (REV 10/00)				DATE 1271V			

R10-0424-07271

Chicago Police Department
Organized Crime Division

PURCHASE ORDER

DATE:
P.O. #

3/9/2009
15457

3340 W. Fillmore Ave.
Chicago, IL 60624
Phone: 312-747-7922
james.washburn@chicagopolice.org

Delivery date = 7/9/09

VENDOR:
Harris Corporation
Wireless Products Group
P.O. Box 9800
Melbourne, FL 32902-9800
800-358-5297

SHIP TO:
Sgt. James Washburn
Chicago Police Department
3340 W. Fillmore Ave.
Chicago, IL 60624
312-746-7922

 COPY

ITEM NUMBER	DELIVERY DATE	SHIPPING TERMS
	ASAP	

ITEM NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL
STINGRAY II-UP	StingRay II Upgrade	1	65,000.00	65,000.00
STINGRAY II-IDEN-SW	StingRay II IDEN software Package	1	22,000.00	22,000.00
PA-KIT-30W IDEN 800	PA-KIT-30W Single Band IDEN 800	1	14,000.00	14,000.00
PA-KIT-30W DUAL BAND	PA-KIT-30W Dual-Band Conus 850/900	1	17,500.00	17,500.00
PA-KIT-30W 2100	PA-KIT-30W Single Band 2100 mhz	1	16,000.00	16,000.00
AJ-W-UG	AmberJack-X or G to AmberJack-W	1	18,000.00	18,000.00
SUPERDOG	Handheld Passive DF Tool	1	12,000.00	12,000.00

SUBTOTAL \$ 164,500.00
TAX RATE NA
TAX

TOTAL \$ 164,500.00

Other Comments or Special Instructions:

Per our discussion with Lin Vinson, a "loaner" Sting Ray II will be supplied while our StingRay is being upgraded

Sergeant James Washburn #1765

Authorized by

9-Mar-09

Date

If you have any questions about this purchase order, please contact
[Name, Phone #, E-mail, Phone, Fax]



Please Remit Payments:
Harris Corporation, GCSD
Citicorp - Delaware
P.O. Box 7247 - LB-6759
Philadelphia, PA 19170-6759 USA

Invoice	INV6779-02239
Date	10/13/2009
Page	1

Invoice

Bill To:

Chicago Police Department
James Washburn
3340 W. Fillmore Ave
james.washburn@chicagopolice.org
Chicago IL 60624

Ship To:

SGT James Washburn
Chicago Police Dept
3340 W. Fillmore Ave
Chicago IL 60624

Purchase Order No.	Customer ID		Salesperson	Shipping Method	Pmt Terms		Harris Ord No.
15457	CPB-CHGIL-001		WPG3	BEST WAY	Nel 30	6/9/2009	ORD6779-01271
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	AJ-W-UG	3049	AmberJack-X or G to AmberJack-W Upgrade Serial Number		\$18,000.00	\$18,000.00
		SPURDOG		Handheld Passive DF Tool		\$12,000.00	\$0.00

All above items received in good
working order

J. Washburn

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Subtotal	\$18,000.00
Deposit	\$0.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$18,000.00



Quote	QTE6779-02485
Date	4/26/2010
Page:	1

Quotation

BILL To:

Chicago Police Bureau of Investigative Services
Attn: Denise Elmazi
Sayers as Agent for
Technology Finance LLC
Mt. Prospect IL 60056
1150 Feehanville Drive

SHIP To:

Sgt. Jim Washburn
james.washburn@
chicagopolice.org
3340 W. Fillmore Ave.
Chicago, IL 60624

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	CPB-CHGIL-001	WPG3		Net 30	0/0/0000	3,050
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	KINGFISH	KingFish	EA		\$27,800.00	\$27,800.00
1	KF-CDMA-SW	KingFish CDMA Software Package	EA		\$18,100.00	\$18,100.00
1	KF-GSM-SW	KingFish GSM Software Package	EA		\$18,100.00	\$18,100.00
1	KF-IDEN-SW	KingFish iDEN Software Package	EA		\$18,100.00	\$18,100.00
1	2014069-101	Rugged Mini-PC Controller (GD Go Book)	EA		\$5,500.00	\$5,500.00
1	PA-KIT-25W-CONUS	High Powered Filtered 25W PA Kit 800/850/2100 MHz	EA		\$11,500.00	\$11,500.00
1	CONV-2100/1700-W/BP	Band IV - AWS Converter - CONUS	EA		\$19,800.00	\$19,800.00
1	AJ-W	AmberJack Wide Band DF Antenna	EA		\$38,400.00	\$38,400.00
	NOTE	Delivery will be 90 days ARO unless otherwise stated. Prices are subject to change. Quotes are valid 180 days from date of issue. Attached Ts&Cs are applicable to all resultant orders.	*			\$0.00

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Approved By:

Subtotal	\$157,300.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$157,300.00

9. PAYMENT TERMS

- A. Payment for an invoice is due within thirty (30) days from the date of the invoice. Late payment shall be accrued interest at either the lower of one and half percent per month or the highest rate allowed by law, to the outstanding balance due.
- (i) Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services to be delivered or Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Orders.
 - (ii) Domestic Purchase Orders for Maintenance Agreements require full payment of the Purchase Price prior to the start of the term of the Maintenance Agreement or Harris' obligation to perform.
 - (iii) International Purchase Orders are for shipments of Equipment, Software and/or Services to be performed outside the continental United States and Canada. Harris will submit an invoice after it has receipt of an approved export license; Harris will not ship any Equipment, Software nor perform any Services under the Purchase Order until it receives full payment of the Purchase Price of the Purchase Order.

10. ANNUAL MAINTENANCE AGREEMENT

Upon expiration of warranty period, Customer can execute a separate maintenance agreement with Harris for Equipment and/or Software. Such maintenance agreements are available for a percentage of the original Purchase Prices of the Equipment and/or Software. Annual maintenance agreements include:

- A. Customer telephone support during normal business hours (Monday through Friday, Eastern Standard Time).
- B. Additional twelve (12) month warranty on Equipment, with respect to the Equipment Maintenance Agreement.
- C. For Software maintenance agreements it includes notification of and free access to Software upgrades as defined in the maintenance agreement.

11. EQUIPMENT RETURN POLICY

- A. Equipment Damaged in Shipment. Upon receipt of shipments, Customer must open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivering carrier within 48 hours and request an inspection. After notifying the freight carrier, Customer promptly shall contact Harris for further instructions. Damaged Equipment shall not be returned without Harris' prior authorization.
- B. Items Shipped in Error. If the Equipment Customer receives is not what the Customer ordered, Customer will promptly notify the Harris responsible for the fulfillment of the Purchase Order. Customer agrees not to discard packing material. Harris will issue a return authorization.
- C. Defective Equipment. If the Equipment Customer receives is defective, it is covered under the Harris or manufacturer's standard equipment warranty. Upon discovery of a warranty problem, Customer promptly must contact the Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued a return authorization, including a form Customer must fill out describing the nature of the Equipment defect.
- D. Other Reasons. If Customer needs to return Equipment for other reasons, Customer must contact Harris for a return authorization. Harris' customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer's request, a return authorization will be issued. Customer agrees not to return any Equipment without a return authorization. Equipment being returned is subject to restocking and other charges. CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.
- E. Upon Receipt of a Return Authorization, Return authorization numbers must appear on each individual package being returned. Customer is responsible for insuring the return for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without return authorization numbers. All Equipment being returned for credit must be returned in a timely manner and in good condition. Harris will inspect all Equipment returned. If there is damage, wear and tear, or if there are missing components or accessories, Harris may charge Customer for repair/refurbishment.

12. LIMITED WARRANTY

- A. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty shall commence on the Date of Acceptance of the individual items of Equipment and Software and terminate 12 months thereafter. Written notice of any defects shall be given to Harris upon discovery and Harris shall promptly correct such defects by repair or replacement, at its option, without charge, either FOB Harris' plant or service in the field. Harris uses new and reconditioned parts to satisfy warranty repairs and replacements under the terms of this warranty. Defective articles shall not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris shall have the right of final determination as to the existence and cause of any claimed defect.

Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:

- (i) Acts of God.
- (ii) Physical impact, crush or foreign object damage.
- (iii) Improper maintenance, storage, modification or alteration by the Customer or its Customer.
- (iv) The Customer's or its Customer operation of the items delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect.
- (v) Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use).
- (vi) Equipment or Software subjected to misuse or detrimental exposure or negligence;
- (v) Defects caused by improper storage, use, installation or maintenance;

Note: Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.

**Chicago Police Department
Organized Crime Division**

PURCHASE ORDER

DATE:
P.O. #

11/4/2010
10152

3340 W. Fillmore Ave.
Chicago, IL 60624
Phone: 312-747-7922
james.washburn@chicagopolice.org

VENDOR

Harris Corp - Wireless Products Group
p.o. Box 9800 M/S R5-11A
Melbourne, FL
32902-9800
800-358-5297

SHIP TO

Sgt. James Washburn
Chicago Police Department
3340 W. Fillmore Ave.
Chicago, IL 60624
312-746-7922

SHIPPING METHOD	DELIVERY DATE	SHIPPING TERMS
	ASAP	

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
King Fish	King Fish	1	27,800.00	27,800.00
KF-CDMA-SW	King Fish CDMA Software Package	1	18,100.00	18,100.00
KF-GSM-SW	King Fish GSM Software Package	1	18,100.00	18,100.00
KF-IDEN-SW	King Fish IDEN Software Package	1	18,100.00	18,100.00
Z014069-101	Rugged Mini-PC Controller (Go Book)	1	5,500.00	5,500.00
PA-KIT-25W-CONUS	High Powered 25W PA Kit	1	11,500.00	11,500.00
CONV-2100/1700-W/BP	Bond 1V-AWS Converter-CONUS	1	19,800.00	19,800.00
AJ-W	Amber Jack Wide Band DF Antenna	1	38,400.00	38,400.00

Other Comments or Special Instructions

All Equipment per quote# QTE6779-02485
Training Included on Site at Homan Square

SUBTOTAL \$ 157,300.00
TAX RATE NA
Shipping

TOTAL \$157,300.00

Sergeant James Washburn #1765

Authorized by

04 Nov. 2010

If you have any questions about this purchase order, please contact
Sgt. James Washburn, 312-746-7922, FAX 312-746-7278

Chicago Police Department Organized Crime Division

PURCHASE ORDER

DATE:
P.O. #

11/4/2010
10152

3340 W. Fillmore Ave.
Chicago, IL 60624
Phone: 312-747-7922
james.washburn@chicagopolice.org

VENDOR
Harris Corp - Wireless Products Group
p.o. Box 9800 M/S R5-11A
Melbourne, FL
32902-9800
800-358-5297

SHIP TO
Sgt. James Washburn
Chicago Police Department
3340 W. Fillmore Ave.
Chicago, IL 60624
312-746-7922

Sergeant James Washburn #1765
Authorized by

04 Nov. 2010

If you have any questions about this purchase order, please contact
Sgt. James Washburn, 312-746-7922, FAX 312-746-7278



Invoice	INV6779-02738
Date	12/14/2010
Page	1

HARRIS CORP - WIRELESS PRODUCTS GROUP

BOX 9800, M/S R5-11A

MELBOURNE, FL 32902-9800

PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Invoice

BILL To:

Chicago Police Bureau of Investigative Services
James Washburn
3340 W. Fillmore Ave
james.washburn@chicagopolice.org
Chicago IL 60624

Ship To:

Chicago Police Department
Attn: Sgt. James Washburn
3340 W. Fillmore Ave.
1-312-746-7922
Chicago IL 60624

Purchase Order No.	Customer ID		Salesperson	Shipping Method	Pmt Terms		Harris Ord No.
10152	CPB-CHGIL-001		WPG3	BEST WAY	Net 30	2/2/2011	ORD6779-01635
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	KINGFISH	601	KingFish Serial Number		\$27,800.00	\$27,800.00
1	1	KF-CDMA-SW	601	KingFish CDMA Software Package Serial Number		\$18,100.00	\$18,100.00
1	1	KF-GSM-SW	601	KingFish GSM Software Package Serial Number		\$18,100.00	\$18,100.00
1	1	KF-IDEN-SW	601	KingFish iDEN Software Package Serial Number		\$18,100.00	\$18,100.00
1	1	2014069-101	601	Rugged Mini-PC Controller (GD Go Book) Serial Number		\$5,500.00	\$5,500.00
1	1	PA-KIT-25W-CONUS	S/N: 1123	High Powered Filtered 25W PA Kit-800/85		\$11,500.00	\$11,500.00
1	1	CONV-2100/1700-W/BF	S/N: 1027	Band IV - AWS Converter - CONUS		\$19,800.00	\$19,800.00
1	1	AJ-W	488	AmberJack Wide Band DF Antenna Serial Number		\$38,400.00	\$38,400.00

Permit Payment To:

Subtotal	\$157,300.00
Deposit	\$0.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$157,300.00

Please reference the invoice number with your payment.



SHIPPER

1. SHIPMENT NO.	2. REFERENCE #	3. CONTRACT NUMBER/P.O. NUMBER	4. SUPPLEMENTS & CHANGE ORDERS	5. PROJECT/ACTIVITY or DEPT	
	CHICAGO 152	10152		6779-X953	
6. SHIPPED VIA ATF - FEDEX - SAVER		** SEE BELOW	7. PAYMENT TERMS PREPAID	8. DATE SHIPPED 6-Dec-10	
9. SHIPMENT INITIATED BY JULIE L. JORDAN (SHARON.COM/309-7320)		10. SHIPMENT AUTHORIZED BY JOHNNIE L. JORDAN (SHARON.COM/309-7310)	11. ACCEPTANCE POINT FOB DESTINATION	12. PAGE OF 1 1	
13. PRIME CONTRACTOR HARRIS CORPORATION, GCSD P.O. BOX 37 MELBOURNE, FL 32902		14. PRIME CONTRACT ADMINISTERED BY			
15. SHIPPED FROM/ OTHER THAN 11. HARRIS CORPORATION, GCSD 407 N. JOHN RODES BLVD MELBOURNE, FL 32934		16. PAYMENT WILL BE MADE BY			
17. SHIPPED TO CHICAGO POLICE DEPT., 3340 W. FILLMORE AVE. CHICAGO, IL 60624		18. MAILED TO ATTN: SGT JAMES WASHBURN RMA: PHONE: 312-746-7922 FAX:			
19. ITEM NO.	20. DESCRIPTION	21. QTY TO SHIP	22. UNIT OF MEASURE	23. UNIT PRICE	24. EXTENDED PRICE
001	KINGFISH S/N 601	1	EA	\$27,800.00	\$27,800.00
002	KF-CDMA-SW KINGFISH CDMA SW PACKAGE	1	EA	\$18,100.00	\$18,100.00
003	KF-GSM-SW KINGFISH GSM SW PACKAGE	1	EA	\$18,100.00	\$18,100.00
004	KF-IDEN-SW KINGFISH IDEN SW PACKAGE	1	EA	\$18,100.00	\$18,100.00
005	2014069-101 GO BOOK	1	EA	\$5,500.00	\$5,500.00
J6	PA-KIT-25W-CONUS S/N 1123	1	EA	\$11,500.00	\$11,500.00
007	CONV-2100/1700-W/BP BAND I CONV S/N 1027	1	EA	\$19,800.00	\$19,800.00
008	AJ-W AMBERJACK-W S/N 488	1	EA	\$38,400.00	\$38,400.00
DIMS & TRACKING #'s: 1 CTN - 21 x 21 x 9 @ 12# - 7941 8497 2046 1 CTN - 25 x 22 x 13 @ 42# - 7941 8497 2127 1 CTN - 25 x 22 x 13 @ 42# - 7941 8497 2219 1 CTN - 25 x 25 x 13 @ 46# - 7941 8497 2399 1 CTN - 19 x 12 x 23 @ 35# - 7941 8497 2491					
AFTER THE FACT SHIPPER DATED 07 DEC 10 - PARTS WERE SHIPPED AS DATED ABOVE.					
25. EXPORT INFO		COUNTRY OF ORIGIN: TOTAL VALUE OF SHIPMENT (USD): LICENSE NUMBER: EXP DATE: LODGED:		AES XTN: AES/ITN: INCO: ENTRY NUMBER:	
26. REASON FOR SHIPMENT CONTRACTUAL				27. PACKAGED BY MM 6-Dec-10	
28. SHIPPING INSPECTOR TUDOLPH 049		29. DIMENSIONS ** SEE ABOVE		30. SHIPPED BY MM 7-Dec-10	
31. CHOOSE ONE				32. NUMBER OF PIECES 5 CTNS	
SIGNATURE: 4617-8 (REV C/09)		DATE		33. WEIGHT (pounds) 177#	
R11-0566					

Wes

Bonine, Julie

From: [REDACTED]
Sent: Thursday, November 04, 2010 1:12 PM
To: [REDACTED]
Cc:
Subject: FW: Purchase Order
Attachments: Tech Lab king fish.pdf; 02485_CHICAGO PD.pdf

QTE 02485 attached.

Can you please let me know an ETA for this customer?

Thanks

[REDACTED]
Sales Support / Customer Service

Advanced Programs & Technology
Harris Corporation, GCS
[REDACTED]

www.premier.harris.com/wng
[REDACTED]

*Wila
covering all
by end of
pre/other/
conv't*

From: Washburn, James R. [mailto:James.Washburn@chicagopolice.org]
Sent: Thursday, November 04, 2010 12:35 PM
To: McCreery, Susan
Subject: Purchase Order

Susan

Attached is the Purchase Order for the King fish

Sgt. James Washburn
Chicago Police Department
Organized Crime Division
312-746-7922 Office
312-287-2334 Cell



BAILMENT AGREEMENT

EQUIPMENT BAILMENT AGREEMENT made this date of **July 7, 2011** between Harris Corporation, Government Communications Systems Division, with its principal office in Melbourne, FL, hereinafter referred to as "the Lender", and **CHICAGO POLICE DEPARTMENT** with its principal office **3340 W. FILLMORE AVE. CHICAGO, IL 60643** hereinafter referred to as "the Bailee".

The Lender hereby agrees to loan to the Bailee **KINGFISH S/N 0501** hereinafter referred to as the "Equipment," subject to the following terms and conditions:

Section 1. Use of Equipment.

The Bailee shall hold the equipment in trust for and subject to the security interest of the Lender; to be used by the Bailee, without expense to Lender or Bailee, for the sole purpose of supporting the demonstrations in the pursuit of Lender's opportunities. Bailee expressly agrees that the Equipment will not be used for any other purpose without prior written authorization from Lender.

Section 2. Term of Agreement.

The loan period shall run from shipment date **JULY 7, 2011** through return date **SEPTEMBER 7, 2011**, unless otherwise extended through the mutual written consent of the parties hereto or terminated by either party.

Section 3. Location of Equipment.

The Equipment is to be retained in the Bailee's possession at the Bailee's place of business or at such facility as is required to support demonstrations or at such a location required to fight crime.

Section 4. Ownership of Equipment.

Title to the Equipment shall remain vested always in the Lender; Bailee shall have no claims towards ownership unless transferred to the Bailee by sale through the Lender's established sales procedures. The Bailee shall have only the right to retain or sell the possession of said Equipment pursuant to the conditions of those procedures. The Bailee shall give the Lender immediate notice of any claim, levy, lien, or legal process issued against the Equipment. **This agreement does not address the sale of this equipment.**

Section 5. Risk of Loss Damage.

Bailee shall be liable for loss or damage to the property up to the agreed to unit value of **\$27,800**.



Section 6. Export.

The Bailee represents and warrants that no technical data furnished to it by the Lender shall be disclosed to any foreign nation, firm, or country, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulation (ITAR) or the Export Administration Regulation (EAR), including the requirement for obtaining any export license if applicable. The Bailee shall first obtain the written consent of the Lender prior to submitting any request for authority to export any such technical data. The Bailee shall indemnify and hold the Lender harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the Bailee to comply with this clause or the ITAR and EAR.

Section 7. Taxes and Duties.

Except for the State of Florida, any present or future Federal, State, or local taxes and duties, including any foreign country, with respect to the Equipment in Bailee's possession shall be the responsibility of the Bailee. The Bailee shall indemnify the Lender for any such taxes and duties which are actually paid by the Lender together with any interest penalty which accrues thereto; provided, that the Lender shall promptly advise the Bailee of any such taxes and duties asserted to be due, and the Bailee may make such objective thereto, file such protests and otherwise take such actions as the Bailee deems advisable in the circumstances, and the Lender shall cooperate with the Bailee in connection therewith.

IN WITNESS WHEREOF, the parties hereto have extended this Agreement the day and year first above written.

HARRIS CORPORATION
Government Communications Systems Division

By: _____



Title: Customer Service Manager

Date: 7/07/2011

By: _____

Sgt. James Washburn
james.washburn@chicagopolice.org

Title: _____

Date: _____

Business Development
BA00103



Proof of Delivery

[Close Window](#)

Dear Customer:

This notice serves as proof of delivery for the shipment listed below.

Tracking Number: 1Z6414690343134882
Service: UPS Ground
Weight: 39.00 lbs.
Shipped/Billed On: 08/23/2011
Delivered On: 08/29/2011 15:23
Delivered To: MELBOURNE, FL, US
Signed By: MORRIS
Left At: Dock

Thank you for giving us this opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS: 11/29/2011 11:39 ET

[Print This Page](#)[Close Window](#)

LORI ER
S-TRANSIT II



Proof of Delivery

[Close Window](#)

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number: 126414690343608870
Service: UPS Ground
Weight: 13.00 lbs
Shipped/Billed On: 08/23/2011
Delivered On: 08/29/2011 9:55
Delivered To: MELBOURNE, FL, US
Signed By: MORRIS
Left At: Dock

Thank you for giving us the opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS: 11/29/2011 11:35 ET

[Print This Page](#)[Close Window](#)



Quote	QTE6779-02485
Date	5/18/2010
Page:	1

Quotation

Bill To:

Chicago Police Bureau of Investigative Service
Sgt. Jim Washburn
james.washburn@
chicagopolice.org
Chicago, IL 60624
3340 W. Fillmore Ave.

Ship To:

Sgt. Jim Washburn
james.washburn@
chicagopolice.org
3340 W. Fillmore Ave.
Chicago, IL 60624

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req. Ship Date	Master No.
	CPB-CHGIL-001	WPG3		Net 30	0/0/0000	3,050
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	KINGFISH	KingFish	EA		\$27,800.00	\$27,800.00
1	KF-CDMA-SW	KingFish CDMA Software Package	EA		\$18,100.00	\$18,100.00
1	KF-GSM-SW	KingFish GSM Software Package	EA		\$18,100.00	\$18,100.00
1	KF-IDEN-SW	KingFish iDEN Software Package	EA		\$18,100.00	\$18,100.00
1	2014069-101	Rugged Mini-PC Controller (GD Go Book)	EA		\$5,500.00	\$5,500.00
1	PA-KIT-25W-CONUS	High Powered Filtered 25W PA Kit-800/850/2100 MH	EA		\$11,500.00	\$11,500.00
1	CONV-2100/1700-W/BP	Band IV - AWS Converter - CONUS	EA		\$19,800.00	\$19,800.00
1	AJ-W	AmberJack Wide Band DF Antenna	EA		\$38,400.00	\$38,400.00
	NOTE	Delivery will be 90 days ARO unless otherwise stated. Prices are subject to change. Quotes are valid 180 days from date of issue. Attached Ts&Cs are applicable to all resultant orders.				\$0.00

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Approved By:

Subtotal	\$157,300.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$157,300.00



Quote	QTE6779-03218
Date	9/15/2011
Page:	1

HARRIS CORP - WIRELESS PRODUCTS GROUP

BOX 9800, M/S R5-11A
LUBURNE, FL 32902-9800

PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Quotation

Bill To:	
Chicago Police Bureau of Investigative Services Sgt. Jim Washburn James.washburn@chicagopolice.org Chicago, IL 60624 3340 W. Fillmore Ave.	

Ship To:	
Chicago Police Department Attn: Sgt. James Washburn 3340 W. Fillmore Ave. 1-312-748-7922 Chicago IL 60624	

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	CPB-CHGIL-001	WPG3	BEST WAY	Net 30	0/0/0000	3,897
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
	NOTE	Each additional Maint Agreement provides 12 months of extended hardware warranty and software upgrades. Extended Maint begins when payment is received.	*			\$0.00
	NOTE	Items are pro-rated so that the maint on all the equipment will expire on 12/8/2012. The first 5 units on the quote are pro-rated 14 months, the rest are the usual 12 month price.	*			\$0.00
1	MT-SRII 2046	Maintenance StingRay II	EA		\$25,667.00	\$25,667.00
1	MT-AJW 3049	Maintenance for AmberJack W	EA		\$5,833.00	\$5,833.00
1	MT-HARPC 1095	Maintenance Harpoons CONUS	EA		\$2,333.00	\$2,333.00
1	MT-HARP21 40012	Maintenance Harpoons 2100	EA		\$2,333.00	\$2,333.00
1	MT-HARPI 30018	Maintenance Harpoons IDEN	EA		\$2,333.00	\$2,333.00
1	MT-KF 0801	Maintenance KingFish	EA		\$4,000.00	\$4,000.00
1	MT-AJW 0488	Maintenance for AmberJack W	EA		\$5,000.00	\$5,000.00
1	MT-CONV4CWBP	Maintenance Converter Band 4 CONUS	EA		\$2,700.00	\$2,700.00



Quote	QTE6779-03218
Date	9/15/2011
Page:	2

HARRIS CORP - WIRELESS PRODUCTS GROUP
BOX 9800, M/S R5-11A
WILBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Quotation

Bill To:

Chicago Police Bureau of Investigative Services
Sgt. Jim Washburn
james.washburn@
chicagopolice.org
Chicago, IL 60624
3340 W. Fillmore Ave.

Ship To:

Chicago Police Department
Attn: Sgt. James Washburn
3340 W. Fillmore Ave.
1-312-746-7922
Chicago IL 60624

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No
	CPB-CHGIL-001	WPG3	BEST WAY	Net 30	0/0/0000	3,897

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	MT-25WC	Maintenance 25W PA Kit CONUS	EA		\$1,500.00	\$1,500.00
	1123					
	NOTE	Prices are subject to change. Quotes are valid 180 days from date of issue. Attached T&Cs are applicable to all resultant orders.				\$0.00

Commit Payment To:

[Redacted area for payment information]

Please reference the invoice number with your payment.

Subtotal	\$51,699.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$51,699.00



Quote	QTE6779-03321
Date	11/30/2011
Page:	1

HARRIS CORP - WIRELESS PRODUCTS GROUP

P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800

PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Quotation

Bill To:

Chicago Police Bureau of Investigative Services
Attn: Denise Elmazi
Sayers as Agent for
Technology Finance LLC
1150 Feehanville Drive
Mt. Prospect IL 60056

Ship To:

Chicago Police Bureau of Investigative Services
Chicago Police Department
Attn: Sgt. James Washburn
3340 W. Fillmore Ave.
1-312-746-7922
Chicago IL 60624

DISCLOSURE OF THIS DOCUMENT AND THE INFORMATION IT CONTAINS ARE STRICTLY PROHIBITED BY FEDERAL LAW (18 U.S.C. § 2512). THIS DOCUMENT CONTAINS HARRIS TRADE SECRET AND CONFIDENTIAL BUSINESS OR FINANCIAL INFORMATION EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. THIS DOCUMENT MAY CONTAIN TECHNICAL DATA ACCORDING TO THE DEPARTMENT OF STATE, INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR), 22 CFR CHAPTER 1, SUBCHAPTER M, PARTS 123-130 AND THE DEPARTMENT OF COMMERCE, EXPORT ADMINISTRATION REGULATIONS (EAR), 15 CFR PARTS 730-774. THIS DOCUMENT AND THE INFORMATION IT CONTAINS MAY NOT BE EXPORTED OR SHARED WITH A FOREIGN NATIONAL WITHOUT A VALID EXPORT AUTHORIZATION, BEFORE MAKING OR PERMITTING ANY DISCLOSURE OF THIS DOCUMENT OR THE INFORMATION IT CONTAINS, WHETHER IN FULL OR IN PART, HARRIS SHALL BE GIVEN TIMELY NOTICE AND THE OPPORTUNITY TO CHALLENGE SUCH DISCLOSURE UNDER APPLICABLE LAW.

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No
	CPB-CHGIL-001	WPG3	BEST WAY	Net 30	0/0/0000	4,013
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
	NOTE	Sales Tax has been added to your quote. Please include sales tax on your P.O. or provide one of the following documents: Direct Pay Permit, Tax Exempt Certificate, or Resale Certificate.	*			\$0.00
1	SRAY-II-U-SW	StingRay II U Software [REDACTED]	EA		\$22,000.00	\$22,000.00
	NOTE	Delivery will be 120 days ARO. Prices are subject to change. Quotes are valid 180 days from date of issue. Attached Ts&Cs are applicable to all resultant orders.	*			\$0.00

Term Payment To:

[REDACTED]

Please reference the invoice number with your payment.

Subtotal	\$22,000.00
Misc	\$0.00
Tax	\$2,090.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$24,090.00

**Harris Government Communications Systems Division
Terms and Conditions of Sale for
Wireless Equipment, Software and Services**

Effective Date: February 15, 2011

- 1. Definitions.** In addition to the terms defined elsewhere, the following terms used herein have the following meanings:
 - a. "**Agreement**" means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated.
 - b. "**Customer**" means the purchaser of Equipment, Software, or Services from Harris.
 - c. "**Date of Acceptance**" means the date when the Customer receives an item of Equipment, Software and/or Services in an undamaged or non-defective condition.
 - d. "**Environmental Laws**" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive.
 - e. "**Equipment**" means any hardware, including components, but excluding any Software or Services.
 - f. "**Harris**" means Harris Corporation, acting through its Government Communications Systems Division.
 - g. "**Maintenance Agreement**" means a separate agreement for maintenance of the items procured hereunder; such services are not included in this Agreement.
 - h. "**Purchase Order**" means the Customer's purchase order as acknowledged by Harris.
 - i. "**Purchase Price**" means the purchase price as identified in the Purchase Order.
 - j. "**Quote**" means the price quotation of Harris itemizing the purchase price and all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any Maintenance Agreement specifically included in the purchase price.
 - k. "**Services**" means, training, maintenance support, or other services to be provided to Customer as part of the Agreement.
 - l. "**Software**" means software and firmware, including all copies provided to Customer.
 - m. "**WEEE Directive**" means the European Union Directive on Waste Electrical Equipment and includes any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority
- 2. Proposal/Quote Validity.** Prices quoted are valid for 180 days from the date of Quote. After the expiration of the 180-day period, Harris may modify its prices or extend the validity period.
- 3. Restricted Use.** All Wireless Equipment and/or Software sold by Harris provides the Customer with a capability that is restricted and otherwise controlled under United States Code Title 18 §2512. Use of Equipment is strictly governed by applicable federal, state and local law associated with the intercept and monitoring of oral communications. Harris assumes no liability for any use, misuse or improper use of the Equipment and makes no representations as to Equipment suitability for any specific application. Buyer's right to transfer, sell or assign the Equipment shall be limited to authorized law enforcement and government agencies with the prior written consent of Harris.
 - a. In the event that any of the Equipment or Software purchased under this Agreement is lost or stolen, the Customer shall contact the Harris Help Desk at 1-800-358-5297 within 3 business days. Customer shall provide the Part Number and Serial Number of the Equipment and/or Software and a summary of facts surrounding the incident. Failure to comply with this requirement may result in Harris not accepting future orders from the Customer.

- 4. Acceptance – Modification of Terms.** The Agreement will be deemed accepted by Customer upon the first to occur of (i) Customer's issuance of the Purchase Order; or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer are rejected unless expressly approved in writing by Harris. No communication from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris reasonably objects thereto, will be binding upon Harris unless such different or additional terms are agreed to in writing by both Harris and Customer.
- 5. Taxes.** All prices quoted are exclusive of all applicable sales, use, excise, and other taxes, duties, fees, or charges. Unless evidence of valid tax exempt status and/or resale certificate is provided by Customer prior to shipment, Harris shall add and Customer shall pay all such applicable taxes or charges levied or imposed to the invoice for the Equipment, Software, and/or Services.
- 6. Shipping and Delivery.** Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and include freight charges. Harris may ship Equipment in multiple lots and Customer agrees to accept such multiple shipments and pay for each lot in accordance with the payment terms set forth herein.
- 7. Title and Risk of Loss.** Title to and risk of loss for Equipment and Software media sold under the Agreement will pass to Customer upon receipt of equipment.
- 8. Payment Terms.**
 - a. Payment for an invoice is due within 30 days from the date of the invoice. Late payment will accrue interest to the outstanding balance at the lower of (i) 1.5% per month, or (ii) the highest rate allowed by law.
 - b. Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services to be delivered or Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Orders.
- 9. Annual Maintenance Agreement.** Upon expiration of the warranty period, Customer may execute a separate maintenance agreement with Harris for Equipment. Annual maintenance agreements include:
 - a. Customer telephone support during normal business hours, excluding holidays (Monday through Friday, Eastern Time).
 - b. Additional 12-month warranty on Equipment, with respect to the Equipment Maintenance Agreement.
- 10. Equipment Return Policy.**
 - a. **Equipment Damaged in Shipment.** Upon receipt of shipments, Customer should open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivery carrier within 48 hours and request an inspection from the freight carrier. After notifying the delivery carrier of damage, Customer will promptly contact Harris for further instructions. Damaged Equipment may not be returned without Harris' prior authorization. For Equipment returned under this paragraph the Date of Acceptance shall be adjusted to reflect the date repaired or undamaged Equipment is received.

- b. **Items Shipped in Error.** If the Customer receives Equipment and/or Software in error, the Customer will promptly notify Harris and Harris will provide return instructions, pay shipping costs (provided Harris' instructions are followed) and provide a Return Material Authorization (RMA). Customer will retain the Equipment's original packing material for use in return shipment to Harris.
- c. **Defective Equipment.** Equipment is provided with either Harris' standard equipment warranty or the manufacturer's standard equipment warranty. Upon discovery of a defect or other warranty-related problem, Customer shall promptly contact Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued an RMA, including a form which Customer must fill out describing the nature of the Equipment defect.
- d. **Other Reasons.** If Customer desires to return Equipment for other reasons, Customer must contact Harris for a RMA. Harris' customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer's request, an RMA will be issued. Customer will not return any Equipment without an RMA. Equipment being returned may be subject to restocking and other charges. CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.
- e. **Upon Receipt of a Return Authorization.** RMA numbers must appear on each individual package being returned. Customer is responsible for ensuring the safe return of Equipment for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without a valid RMA number. All Equipment being returned for credit must be returned in a timely manner and in good condition. If Equipment show evidence of damage, wear and tear, or if components or accessories are missing, then Harris at its sole judgment may reduce any credit agreed to prior to receipt of the Equipment.

11. Limited Warranty.

- a. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty will commence on the Date of Acceptance of the individual item of Equipment and Software and will terminate after 12 months. Written notice of any defects will be given to Harris upon discovery and Harris will promptly correct such defects by repair or replacement, at its option, without charge. Harris uses new and reconditioned parts to complete repairs and replacements under the terms of this warranty. Defective articles will not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris will determine, in its sole discretion, existence and cause of the claimed defect. Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:
 - i. Acts of God.
 - ii. Physical impact, crash or foreign object damage.
 - iii. Improper installation, use, maintenance, storage, modification or alteration by the Customer or its Customer.
 - iv. The Customer's (or its customer's) operation of the Equipment delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect.
 - v. Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use.)
 - vi. Equipment or Software subjected to misuse, detrimental exposure or negligence.
- b. Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.

- c. For purposes of Harris' warranties for Equipment and Software media, a "defect" is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, misuse or lack of care in operation, maintenance or handling. Customer's written notice of the defect must include a description of the defect with detailed information reasonably sufficient for Harris to identify the defect and determine its probable cause. Components or parts that Customer claims to be defective must be available to Harris for inspection and testing. Customer may not return defective Equipment, components or parts without first obtaining an RMA and instructions from Harris. Customer is solely responsible for U.S. Customs and Border Protection clearance or permissions for all replacement parts.
- d. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD IN THE CASE OF SOFTWARE. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.
- e. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE. IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECTED TO NEGLECT, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.
- f. HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE WILL INCREASE OR EXTEND ANY HARRIS WARRANTY.

12. Repairs. To repair any Wireless products Equipment after the 12-month warranty has expired, Customer may call 1-800-358-5297 to obtain an RMA number and a quote for the estimated cost for repair.

- a. **Repair Policy.** To affect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory with a written description of the failure mode. Out-of-warranty repairs apply to any Equipment and/or Software whose standard 12-month warranty has expired, no Maintenance Agreement has been purchased and paid for, and/or any Equipment and/or Software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under 11.a above. Equipment and/or Software should not be returned to the Harris' factory without an RMA. Call 1-800-358-5297 to obtain an RMA number.

- b. **Support Policy.** Harris provides free help desk support throughout the warranty period and Maintenance Agreement of purchased Equipment and/or Software. Technical support is available Monday through Friday, during normal business hours (Eastern Time) excluding holidays, via the help desk support center at 1-800-358-5297.

13. Software License.

- a. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The Software furnished with the Equipment will be of the latest generation available at the time of shipment of the Equipment. Harris is under no obligation to supply updates to the Software except where expressly agreed to by the parties in writing.
- b. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.
- c. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title or rights to the Software. All rights in patents, copyrights and trade secrets in relation to the Software will continue to be vested in Harris or its licensor.
- d. Customer will keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and having such individuals agree in writing to the obligations contained herein. In addition, Customer will employ its best efforts to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and will treat the Software with the same care as its own confidential information.
- e. The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly agreed to by the parties in writing.
- f. Customer acknowledges that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor will be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, Customer agrees that if Harris or its licensor should waive any breach of any provision of this Agreement, it will not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement. If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal.

14. Availability Discontinued/Last Time Buy. Harris makes no representation about the continued availability of the Equipment and Software. Harris reserves the right, in its sole discretion, with or without notice, without incurring any liability to Customer or otherwise whether in contract or tort, to discontinue manufacturing or selling any Equipment and Software at any time or from time to time. Harris may within its sole discretion provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need ("last time buy") within 30 days of Customer's receipt of notice from Harris. Customer's last time buy rights are limited to products available in Harris' inventory at the time of Customer's request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to

Customer that the Equipment has been discontinued or for a period of 90 days after notice to Customer that the Software has been discontinued.

15. Intellectual Property Indemnification.

- a. In the event any Equipment to be furnished under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it will, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation will be effective only if Customer will have made all payments then due and if Harris is notified promptly of said allegation in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris will pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that the Equipment or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement Agreement prohibit the use of the product, Harris will at its sole option and its own expense, either:
 - i. Procure for Customer the right to continue using the Equipment;
 - ii. Replace it with a substantially equivalent non-infringing equipment;
 - iii. Modify it so it becomes non-infringing but substantially equivalent; or
 - iv. If none of the above is reasonably available, terminate the Customer's right to use the Equipment and return to the Customer a pro-rata portion of the price originally paid by Customer to Harris represented by the remaining useful life of the Equipment as a percentage of the total useful life.
- b. The foregoing indemnity does not apply to the following:
 - i. Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer;
 - ii. Infringement resulting from changes or modifications made to or from the Equipment by the Customer;
 - iii. Any settlements of a claim, suit, or proceeding made without Harris' written consent; and
 - iv. Any Equipment to be furnished under this Agreement which is to be delivered to the United States Government.
- c. The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished under this Agreement.
- d. In the event any Equipment to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer will, to the fullest extent permitted by applicable law, defend and hold Harris harmless to the same extent and subject to the same requirements as set forth in (a) and (b) above. Should the Customer be the United States Government, the Customer agrees to incorporate FAR 52.227-1, Authorization and Consent, in any Purchase Order or Contract.

16. Technical Data and Inventions.

- a. Unless specifically agreed to by Harris and expressly identified and priced in the Agreement as a separate item or items to be delivered by Harris, the sale of Equipment, Software and Services under the Agreement confers on Customer no right in, license under, access to, or entitlement of any kind to any of Harris' technical data including, but not limited to design,

process technology, software and drawings, or to any of Harris' inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof arose out of work performed under or in connection with the Agreement, and irrespective of whether Customer has paid or is obligated to pay Harris for any part of the design or development of the Equipment, Software or Services.

- b. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris' performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.
- c. Customer will not violate Harris' copyright of documents or Software or disclose Harris' confidential or proprietary data to others without Harris' written permission.
- d. All Inventions are and shall at all times remain Harris's confidential information. All rights, title and interest in and to the Inventions, including all intellectual property rights, remain vested in Harris, its suppliers or licensors, subject only to the license grant below. "Inventions" shall mean and include all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, specifications, designs, methods, devices, systems, reports, studies, computer software (in object or source code), programming and other documentation, flow charts, diagrams and all other information or tangible material of any nature whatsoever (in any medium and in any stage of development or completion) included in or resulting from the work contemplated hereunder, that are conceived, designed, practiced, prepared, produced or developed by Harris or any of its personnel during the course of performance of any Work.

17. Excusable Delay:

- a. Harris will be excused from performance under the Agreement and will not be liable to Customer for delay in performance attributable, in whole or in part, to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature, Customer's fault or negligence or where compliance with any applicable environmental law or regulation by Harris is not reasonably technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.
- b. In the event of an excusable delay, Harris will make commercially reasonable efforts to notify Customer of the nature and extent of such delay and (1) Harris will be entitled to a schedule an extension on at least a day-for-day basis, and (2) if the delay is caused by Customer's fault or negligence, Harris will be entitled to an equitable adjustment in price under the Agreement.

18. Termination. Either party may terminate this Agreement if the other party defaults in a material respect under this Agreement and fails to cure such default within thirty (30) days after receiving written notice from the other party of such default. If Harris terminates this Agreement based on the Customer's breach, then Harris will be entitled to damages, including any lost profits Harris would have realized, had Harris been permitted to perform in accordance with the Agreement. Customer also will be liable for all costs to Harris resulting from Harris' attempt to enforce its rights hereunder, including, but not limited to collection agency fees, attorney fees, court costs, etc.

19. Export and Re-Export Restrictions.

- a. Customer acknowledges that the Equipment and Software sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada. Customer will, to the fullest extent permitted by applicable law defend and hold Harris harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section 19. The Customer will supply to the Harris on a timely basis all necessary information and documentation requested by Harris in order to permit the Harris to export the Equipment, Software and/or Services with respect to any Purchase Order issued by the Customer hereunder, in accordance with the terms of this Agreement.
- b. To the extent any technical data is exchanged between the parties, the receiving party represents and warrants that no technical data furnished to it by the disclosing party shall be disclosed to any foreign nation, firm, or country, including foreign nationals, employed by or associated with the receiving party, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR), including the requirement for obtaining any export license if applicable. The receiving party shall first obtain the written consent of the disclosing party prior to submitting any request for authority to export any such technical data. The receiving party will, to the fullest extent permitted by applicable law defend and hold the disclosing party harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the receiving party to comply with this Section 19 or with the ITAR and EAR.
- c. Harris will not provide, or be responsible for obtaining any U.S. Government export licenses/approvals to provide any technical information, data or technical services to Customer or Customer's representatives, consultants or agents who are "foreign persons" as defined in the ITAR. Customer has the sole responsibility for obtaining necessary U.S. Government export licenses/approvals for any transfer of Equipment, Software or Services to Customer hereunder to Customer's representatives, consultants or agents who are such "foreign persons." Further, Harris will not be responsible for late delivery, delay or nonperformance under this Agreement due to the U.S. Government's delay or denial of any license that is Customer's responsibility to obtain.

- 20. Compliance with Waste Recycling Laws.** Customer acknowledges and agrees that the supply of the Equipment by Harris to the Customer, and the resale or re-supply of the Equipment by the Customer, may give rise to obligations for Harris and the Customer under applicable environmental laws or regulations as defined herein. The Customer will be responsible for the collection, recycling, reuse and disposal of the Equipment in compliance with such Environmental Laws. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive as defined hereinafter. "WEEE Directive" means the European Union Directive on Waste Electrical Equipment and will include any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority. Harris may arrange for services, paid for by Customer, to recycle or dispose of Harris manufactured products in compliance with the Environmental Laws. The Customer will to the fullest extent permitted by applicable law defend and hold Harris harmless against all expenses, costs, claims, liabilities or damage of any nature incurred by any of them relating to the collection, recycling, reuse and disposal of any Equipment or otherwise arising in connection with their respective obligations under the Environmental Laws, or by reason of any failure or alleged failure by the Customer to comply with its obligations under the Environmental Laws. The Customer will provide

Harris with such compliance plans or other documents and information that Harris may reasonably request to enable Harris and its affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of their respective obligations under this Section and/or the Environmental Laws.

21. **Limitation of Liability.** NOT WITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES WILL HARRIS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY). IN NO EVENT WILL HARRIS' LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED HEREUNDER. THIS SECTION WILL SURVIVE THE TERM OR EXPIRATION OF THIS AGREEMENT. CUSTOMER AGREES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HOLD HARMLESS HARRIS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR SOFTWARE.
22. **Applicable Law, Venue, and Jurisdiction.** The Agreement, and any disputes related thereto, will be governed by and interpreted in accordance with the laws of the State of Florida, USA, without regard to conflict of law principles. The parties specifically exclude the application of the United Nations' Convention on Contracts for the International Sale of Goods to the Agreement, to the contractual relationship created under the Agreement, and to the construction, validity, enforcement, and interpretation of the Agreement. The parties agree that the exclusive venue for any action arising out of or related to the Agreement will be in the courts with the appropriate jurisdiction located in Brevard County, Florida, and each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of the Agreement will be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.
23. **Jury Waiver.** Customer and Harris further agree, to the extent permitted by law, to waive all rights to a trial by jury of any action relating to the dispute or interpretation of the agreement, whether sounding in contract, tort, or otherwise. The parties specifically acknowledge that this waiver is made knowingly and voluntarily after an adequate opportunity to negotiate its terms and that such waiver is material consideration for the sale and purchase contemplated hereby.
24. **Assumption of Risk.** Each party hereto acknowledges (a) the risks of its undertakings hereunder, (b) the uncertainty of the benefits and obligations hereunder, and (c) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party's opinion will be the basis of that party's decision to enter into the Agreement.
25. **Reliance on Counsel and Other Advisors.** Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into the Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of the Agreement, and the Agreement will not be construed against either party as the drafter.

26. Compliance with Applicable Laws. Customer warrants that Customer will comply with any and all applicable U.S. federal, state and local laws, and will operate in good faith to comply with other laws and regulations and industry best practices, applicable to such party's performance hereunder, and will promptly act to correct any noncompliance once identified.

27. General Provisions.

- a. **Publicity.** Neither party will, without the prior written consent of the other party: (a) issue any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or (b) in any manner advertise or publish the fact of this Agreement.
- b. **Disputes.** The parties will to the fullest extent practical resolve disputes through collaborative procedures. To that end, any and all disputes between the parties will be quickly addressed to prevent such disputes from causing contractual or performance problems.
- c. **Assignment.** Customer will not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.
- d. **Enforceability.** If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which will continue in full force and effect.
- e. **No Waiver.** Waiver or failure by Harris to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any terms or condition herein, will not be a future waiver of any such right, or be a waiver of any other term, condition or remedy contained herein.
- f. **Headings.** Headings in this Agreement are provided for the convenience only and do not affect this Agreement's construction or interpretation.
- g. **Orders Issued under Government Prime or Subcontracts.** In the event this Agreement relates to a U.S. federal government prime contract or subcontract, nothing contained in this Agreement will be construed to authorize the waiver of any provision of law as prescribed in Federal Acquisition Regulation (FAR) Part 12, or terms as set forth in the current version of FAR 52.244-6, Subcontracts for Commercial Items, if applicable.
- h. **Notices.** All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile, if confirmed within three (3) business days by one of the other methods herein, at the addresses or facsimile numbers indicated or to such other addresses or facsimile numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to Harris Corporation, PO Box 37, Mail Stop: R5/11A, Melbourne, FL 32902, Attention: Contracts Manager, or email to wpg@harris.com.
- i. **English Language.** The parties confirm that it is their wish that this Agreement, as well as any other documents relating hereto including notices, have been and will be drawn up in English only.
- j. **GSA.** All purchase orders under General Services Administration (GSA) Schedule #GS-35F-0283J are subject to the GSA Terms and Conditions which will supersede all other terms and conditions provided.

- k. **Survivability.** The following provisions shall survive the completion or termination of this Agreement: Section 3 (Restricted Use), Section 11 (Limited Warranty), Section 13 (Software License), Section 15 (Intellectual Property Indemnification), Section 19 (Export and Re-export Restrictions), Section 21 (Limitation of Liability), Section 22 (Applicable Law, Venue and Jurisdiction), Section 23 (Jury Waiver), and Section 27 (General Provisions).
28. **Entire Agreement.** The Agreement supersedes all previous proposals, negotiations, conversations, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms, will be binding unless made in writing and signed by duly authorized representatives of both parties.

Harris GCSD

Customer

Signature

Signature

Name

Name

Title

Title

Date

Date

**Software License Key Reactivation Addendum to
Harris Government Communications Systems Division
Terms and Conditions of Sale for
Wireless Equipment, Software and Services**

Effective Date: February 28, 2011

This Addendum (the "Addendum") to the Harris Government Communications Systems Division Terms and Conditions of Sale for Wireless Equipment, Software and Services (the "Agreement") will apply to all Orders received from Customer for Equipment and/or Software purchased under the Agreement. In order to maintain the functionality of the Software purchased under the Agreement, as well as to be eligible for any new Software updates and upgrades, Customer agrees to the following:

1. **Annual Software License Key Reactivation.** Customer will reactivate the Software license key annually on or before the date of the one (1) year anniversary of the Agreement or, if the one (1) year anniversary date falls on a weekend or a federal holiday, on the first business day thereafter. To reactivate the Software license key, Customer must log onto the Harris WPG Internet website at www.premier.harris.com/wpg or contact Harris WPG Customer Support at 1-800-358-5297 to obtain a Software license key to renew the software for one (1) additional year. Customer acknowledges that timely reactivation of the Software license key is solely Customer's responsibility and Harris will not provide advance notification of Customer's annual reactivation deadline. Failure to timely and properly reactivate the Software license key may affect the operation of the Equipment and/or Software.
2. **Annual Certification.** As part of the annual Software license key reactivation process, or as otherwise requested by Harris, Customer will certify (a) that Equipment and/or Software purchased under the Agreement remains in Customer's sole possession; or (b) that Equipment has been lost, stolen, damaged or destroyed. Customer acknowledges and agrees that it will maintain possession of the Equipment at all times. Customer also acknowledges and agrees that if it transfers, sells, leases, conveys or otherwise provides the Equipment to a third party without the prior written permission of Harris, then Customer will void its software license.



HARRIS CORPORATION

Wireless Products Group
407 John Rodes Blvd
Melbourne, FL 32934
321-309-7459

February 20, 2012

Chicago Police Department
Bureau of Investigative Services
Organized Crime Division
3340 W. Fillmore
Chicago, IL 60624

RE: WPG Maintenance Agreement

Dear Jim,

Our records indicate that the Maintenance Agreement on the equipment listed below has recently or will expire soon.

Equipment	Serial number	Date Expired
AmberJack W UP	3049	08/17/2009
StingRay II	2046	07/15/2010
Harpoon (CONUS Dual Band) (850/1900)	1095	07/27/2010
Harpoon (2100 Single Band) (2100)	40012	07/27/2010
Harpoon (iDen Single Band) (800)	30018	08/03/2010
AmberJack W	0488	12/06/2011
KingFish	0601	12/06/2011
2100/1700 Converter W/BP	1027	12/06/2011
Power Amp Kit 25W CONUS	1123	12/06/2011

This maintenance agreement allows you to receive the latest Software releases and Hardware repairs so your equipment will have optimal performance. I've attached a copy of our Maintenance Terms for your review as well as a Sales Quote for your convenience.

If you have recently purchased the Maintenance Agreement on the above mentioned equipment please contact me at your earliest convenience to ensure you have uninterrupted service.

Should you have any questions or concerns feel free to contact me at any time.

Sincerely,

[REDACTED]
Sales Support/Customer Service
Wireless Products Group
Harris Corporation
[REDACTED]

Harris Corporation
Government Communications Systems Division
Wireless Products Group

Maintenance Agreement Terms and Conditions
Effective Date: February 15, 2011

This is a Maintenance Agreement between Harris Corporation, acting through its Government Communications Systems Division, ("Harris") and the Buyer or User of the Equipment (collectively, the "Buyer"). Harris and the Buyer agree as follows:

1. **Definitions.** In addition to the terms defined in the Agreement, capitalized terms used herein have the following meanings:
 - a. "**Agreement**" means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated.
 - b. "**Buyer**" means the purchaser of the Equipment, Software, or Services from Harris.
 - c. "**Date of Acceptance**" means the date when the Customer receives an item of Equipment, Software and/or Services unless Customer otherwise notifies Harris in writing that the Equipment, Software and/or Services was delivered in a defective condition.
 - d. "**Equipment**" means any Harris Wireless Products Group hardware and accessories, including components, but excluding any Software or Services.
 - e. "**Harris**" means Harris Corporation, acting through its Government Communications Systems Division, Wireless Products Group.
 - f. "**Purchase Order**" means the Customer's purchase order as acknowledged by Harris on its standard acknowledgement form.
 - g. "**Purchase Price**" means the purchase price as identified in the Purchase Order.
 - h. "**Quote**" means the price quotation of Harris itemizing the purchase price and includes all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any maintenance agreement specifically included in the purchase price.
 - i. "**Services**" means training, maintenance support, or other services to be provided to Customer as part of the Agreement.
 - j. "**Software**" means software and firmware, including all copies provided to Customer.
 - k. "**User**" means the actual end-user of the Equipment if such person or entity is not the same as the Buyer.
2. **Standard Limited 12-Month Maintenance Agreement.**
 - a. **Scope.** This Maintenance Agreement applies to all Harris Equipment purchased under the Agreement and used for the purposes normally intended, except for Equipment specifically excluded. This Maintenance Agreements also includes:
 - Customer Telephone Support (8 am – 6 pm ET).
 - Warranty on hardware.
 - Notification of and free access to software upgrades as released.
 - b. **Term.** This Maintenance Agreement is valid for one (1) year from the date of Equipment purchase.

Harris Corporation
Government Communications Systems Division
Wireless Products Group

- c. **Repair or Replacement.** Harris will, at its option, repair or replace the defective Equipment or defective part of the Equipment without charge to the Buyer. Buyer must notify Harris in writing of any defect within ten (10) days from the date of Buyer's discovery of the defect. If Harris confirms that a defect exists and Harris is unable to resolve the problem without having the Equipment shipped to Harris, then Harris will, at its option and its cost, repair or replace the defective Equipment or defective part and return the Equipment to the Buyer, provided however, that the repair or replacement is due to a cause covered under this Maintenance Agreement. The foregoing is the sole and exclusive remedy under this Maintenance Agreement.
3. **Items Excluded from this Maintenance Agreement.** The following are not covered under this Maintenance Agreement:
 - a. Defects or failures caused by Buyer or User abuse or misuse of the Equipment.
 - b. Defects or failures caused by unauthorized attempts to repair or alter the Equipment in any way.
 - c. Items of temporary and/or inherently indeterminate life, such as bulbs, fuses, batteries, etc.
4. **Maintenance Agreement Service Warranty.**
 - a. Any repair service performed by Harris under this Agreement is warranted to be free from defects in material or workmanship for sixty (60) days from the date of repair or the remaining term of this Agreement, whichever is longer. All terms and exclusions of this Maintenance Agreement apply to such warranty.
 - b. HARRIS MAKES NO OTHER AGREEMENTS BEYOND THE EXPRESS MAINTENANCE AGREEMENT AS CONTAINED HEREIN. ALL EXPRESS OR IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY ARE EXCLUDED. IN NO EVENT SHALL HARRIS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, ARISING FROM OR RELATING TO THE PERFORMANCE OR NONPERFORMANCE OF THIS MAINTENANCE AGREEMENT OR ANY ACTS OR OMISSIONS RELATED TO THE USE OF ANY EQUIPMENT DELIVERED OR SERVICES FURNISHED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF BENEFICIAL USE, EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY).
5. **Extended Annual Maintenance Agreement.** Upon expiration of the Standard Limited 12-Month Maintenance Agreement as described in Paragraph 2, an Extended Annual Maintenance Agreement may be purchased for the Equipment. Pricing for annual maintenance is available by quote upon written request. Extended Annual Maintenance Agreements will be referenced to the top level serial number of the Equipment for which the original Maintenance Agreement was purchased. Software protocols and peripheral controllers also will be covered under the Extended Annual Maintenance Agreement. However, if an additional software protocol is purchased after the initial purchase of Equipment, the Maintenance Agreement will be extended for one (1) year at no additional cost to the Buyer from the purchase date of the additional protocol.
6. **Payment Terms.** Domestic Purchase Orders for Maintenance Agreements require full payment of the Purchase Price prior to the start of the term of the Maintenance Agreement and of Harris' obligation to perform.
7. **Restricted Use.** The Equipment covered under this Maintenance Agreement is a restricted use item and can only be sold to authorized U.S. government agencies, or other authorized users, pursuant to

Harris Corporation
Government Communications Systems Division
Wireless Products Group

18 U.S.C. § 2510 et seq. Use of Equipment is strictly governed by applicable federal, state and local law associated with the intercept and monitoring of oral communications. Harris assumes no liability for any use, misuse or improper use of the Equipment and makes no representations as to Equipment suitability for any specific application. Buyer's right to transfer, sell or assign the Equipment shall be limited to authorized law enforcement and government agencies with the prior written consent of Harris.

8. **Compliance with Laws.** Buyer shall comply with all applicable federal, state and local laws, regulations, rules and orders related to the use of the Equipment.
9. **U.S. Export License and Transfer Approvals.** Buyer represents and warrants that no technical data furnished related to the Equipment shall be disclosed to any foreign nation, person, firm, or country, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR), including the requirement for obtaining any export license if applicable. Buyer shall first obtain the written consent of Harris prior to submitting any request for authority to export any such technical data. If Buyer receives export controlled information and improperly discloses such information provided Harris properly identified the information as export controlled at the time of Buyer's receipt, Buyer shall to the fullest extent permitted by law indemnify and hold Harris harmless from all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the Buyer to comply with this clause or with the ITAR or EAR, and from any third party claims or noncompliance by Buyer, its agents or employees.
10. **Pricing.** The Equipment is being sold in accordance with the current price list published by Harris. Prices and the terms and conditions of sale are subject to change without notice.
11. **License.** By acceptance of delivery and/or use of the Equipment, the Buyer grants Harris a nonexclusive, nontransferable, worldwide, paid-up license to use the Software and documentation only on the designated Equipment and in conjunction with the Agreement and with Harris' customary business operations. Buyer shall not copy the Software and all Software, manuals and associated documentation remain the property of the Harris or of the Software developer or licensor. No transfer of ownership or rights in technical data, patents, copyrights or trade secrets are expressed or implied.
12. **Rights to Inventions.** All Inventions are and shall at all times remain Harris' Confidential Information. All rights, title and interest in and to the Inventions, including all intellectual property rights, remain vested in Harris, its suppliers or licensors, subject only to the license grant below. For purposes hereof, "Inventions" shall mean and include all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, specifications, designs, methods, devices, systems, reports, studies, computer software (in object or source code), programming and other documentation, flow charts, diagrams and all other information or tangible material of any nature whatsoever (in any medium and in any stage of development or completion) included in or resulting from the Equipment, that are conceived, designed, practiced, prepared, produced or developed by Harris or any of its personnel during the course of Buyer's use of the Equipment.

**Software License Key Reactivation Addendum to
Harris Government Communications Systems Division
Terms and Conditions of Sale for
Wireless Equipment, Software and Services**

Effective Date: February 28, 2011

This Addendum (the "Addendum") to the Harris Government Communications Systems Division Terms and Conditions of Sale for Wireless Equipment, Software and Services (the "Agreement") will apply to all Orders received from Customer for Equipment and/or Software purchased under the Agreement. In order to maintain the functionality of the Software purchased under the Agreement, as well as to be eligible for any new Software updates and upgrades, Customer agrees to the following:

1. Annual Software License Key Reactivation. Customer will reactivate the Software license key annually on or before the date of the one (1) year anniversary of the Agreement or, if the one (1) year anniversary date falls on a weekend or a federal holiday, on the first business day thereafter. To reactivate the Software license key, Customer must log onto the Harris WPG Internet website at www.premier.harris.com/wpg or contact Harris WPG Customer Support at 1-800-358-5297 to obtain a Software license key to renew the software for one (1) additional year. Customer acknowledges that timely reactivation of the Software license key is solely Customer's responsibility and Harris will not provide advance notification of Customer's annual reactivation deadline. Failure to timely and properly reactivate the Software license key may affect the operation of the Equipment and/or Software.
2. Annual Certification. As part of the annual Software license key reactivation process, or as otherwise requested by Harris, Customer will certify (a) that Equipment and/or Software purchased under the Agreement remains in Customer's sole possession; or (b) that Equipment has been lost, stolen, damaged or destroyed. Customer acknowledges and agrees that it will maintain possession of the Equipment at all times. Customer also acknowledges and agrees that if it transfers, sells, leases, conveys or otherwise provides the Equipment to a third party without the prior written permission of Harris, then Customer will void its software license.

**Harris Government Communications Systems Division
Terms and Conditions of Sale for
Wireless Equipment, Software and Services**

Effective Date: February 15, 2011

1. **Definitions.** In addition to the terms defined elsewhere, the following terms used herein have the following meanings:
 - a. "**Agreement**" means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated.
 - b. "**Customer**" means the purchaser of Equipment, Software, or Services from Harris.
 - c. "**Date of Acceptance**" means the date when the Customer receives an item of Equipment, Software and/or Services in an undamaged or non-defective condition.
 - d. "**Environmental Laws**" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive.
 - e. "**Equipment**" means any hardware, including components, but excluding any Software or Services.
 - f. "**Harris**" means Harris Corporation, acting through its Government Communications Systems Division.
 - g. "**Maintenance Agreement**" means a separate agreement for maintenance of the items procured hereunder; such services are not included in this Agreement.
 - h. "**Purchase Order**" means the Customer's purchase order as acknowledged by Harris.
 - i. "**Purchase Price**" means the purchase price as identified in the Purchase Order.
 - j. "**Quote**" means the price quotation of Harris itemizing the purchase price and all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any Maintenance Agreement specifically included in the purchase price.
 - k. "**Services**" means, training, maintenance support, or other services to be provided to Customer as part of the Agreement.
 - l. "**Software**" means software and firmware, including all copies provided to Customer.
 - m. "**WEEE Directive**" means the European Union Directive on Waste Electrical Equipment and includes any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority
2. **Proposal/Quote Validity.** Prices quoted are valid for 180 days from the date of Quote. After the expiration of the 180-day period, Harris may modify its prices or extend the validity period.
3. **Restricted Use.** All Wireless Equipment and/or Software sold by Harris provides the Customer with a capability that is restricted and otherwise controlled under United States Code Title 18 §2512. Use of Equipment is strictly governed by applicable federal, state and local law associated with the intercept and monitoring of oral communications. Harris assumes no liability for any use, misuse or improper use of the Equipment and makes no representations as to Equipment suitability for any specific application. Buyer's right to transfer, sell or assign the Equipment shall be limited to authorized law enforcement and government agencies with the prior written consent of Harris.
 - a. In the event that any of the Equipment or Software purchased under this Agreement is lost or stolen, the Customer shall contact the Harris Help Desk at 1-800-358-5297 within 3 business days. Customer shall provide the Part Number and Serial Number of the Equipment and/or Software and a summary of facts surrounding the incident. Failure to comply with this requirement may result in Harris not accepting future orders from the Customer.

4. **Acceptance – Modification of Terms.** The Agreement will be deemed accepted by Customer upon the first to occur of (i) Customer's issuance of the Purchase Order; or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer are rejected unless expressly approved in writing by Harris. No communication from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris reasonably objects thereto, will be binding upon Harris unless such different or additional terms are agreed to in writing by both Harris and Customer.
5. **Taxes.** All prices quoted are exclusive of all applicable sales, use, excise, and other taxes, duties, fees, or charges. Unless evidence of valid tax exempt status and/or resale certificate is provided by Customer prior to shipment, Harris shall add and Customer shall pay all such applicable taxes or charges levied or imposed to the invoice for the Equipment, Software, and/or Services.
6. **Shipping and Delivery.** Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and include freight charges. Harris may ship Equipment in multiple lots and Customer agrees to accept such multiple shipments and pay for each lot in accordance with the payment terms set forth herein.
7. **Title and Risk of Loss.** Title to and risk of loss for Equipment and Software media sold under the Agreement will pass to Customer upon receipt of equipment.
8. **Payment Terms;**
 - a. Payment for an invoice is due within 30 days from the date of the invoice. Late payment will accrue interest to the outstanding balance at the lower of (i) 1.5% per month, or (ii) the highest rate allowed by law.
 - b. Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services to be delivered or Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Orders.
9. **Annual Maintenance Agreement.** Upon expiration of the warranty period, Customer may execute a separate maintenance agreement with Harris for Equipment. Annual maintenance agreements include:
 - a. Customer telephone support during normal business hours, excluding holidays (Monday through Friday, Eastern Time).
 - b. Additional 12-month warranty on Equipment, with respect to the Equipment Maintenance Agreement.
10. **Equipment Return Policy.**
 - a. **Equipment Damaged in Shipment.** Upon receipt of shipments, Customer should open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivery carrier within 48 hours and request an inspection from the freight carrier. After notifying the delivery carrier of damage, Customer will promptly contact Harris for further instructions. Damaged Equipment may not be returned without Harris' prior authorization. For Equipment returned under this paragraph the Date of Acceptance shall be adjusted to reflect the date repaired or undamaged Equipment is received.

- b. **Items Shipped in Error.** If the Customer receives Equipment and/or Software in error, the Customer will promptly notify Harris and Harris will provide return instructions, pay shipping costs (provided Harris' instructions are followed) and provide a Return Material Authorization (RMA). Customer will retain the Equipment's original packing material for use in return shipment to Harris.
- c. **Defective Equipment.** Equipment is provided with either Harris' standard equipment warranty or the manufacturer's standard equipment warranty. Upon discovery of a defect or other warranty-related problem, Customer shall promptly contact Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued an RMA, including a form which Customer must fill out describing the nature of the Equipment defect.
- d. **Other Reasons.** If Customer desires to return Equipment for other reasons, Customer must contact Harris for a RMA. Harris' customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer's request, an RMA will be issued. Customer will not return any Equipment without an RMA. Equipment being returned may be subject to restocking and other charges. CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.
- e. **Upon Receipt of a Return Authorization.** RMA numbers must appear on each individual package being returned. Customer is responsible for ensuring the safe return of Equipment for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without a valid RMA number. All Equipment being returned for credit must be returned in a timely manner and in good condition. If Equipment show evidence of damage, wear and tear, or if components or accessories are missing, then Harris at its sole judgment may reduce any credit agreed to prior to receipt of the Equipment.

11. Limited Warranty.

- a. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty will commence on the Date of Acceptance of the individual item of Equipment and Software and will terminate after 12 months. Written notice of any defects will be given to Harris upon discovery and Harris will promptly correct such defects by repair or replacement, at its option, without charge. Harris uses new and reconditioned parts to complete repairs and replacements under the terms of this warranty. Defective articles will not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris will determine, in its sole discretion, existence and cause of the claimed defect. Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:
 - i. Acts of God.
 - ii. Physical impact, crash or foreign object damage.
 - iii. Improper installation, use, maintenance, storage, modification or alteration by the Customer or its Customer.
 - iv. The Customer's (or its customer's) operation of the Equipment delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect.
 - v. Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use.)
 - vi. Equipment or Software subjected to misuse, detrimental exposure or negligence.
- b. Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.

- c. For purposes of Harris' warranties for Equipment and Software media, a "defect" is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, misuse or lack of care in operation, maintenance or handling. Customer's written notice of the defect must include a description of the defect with detailed information reasonably sufficient for Harris to identify the defect and determine its probable cause. Components or parts that Customer claims to be defective must be available to Harris for inspection and testing. Customer may not return defective Equipment, components or parts without first obtaining an RMA and instructions from Harris. Customer is solely responsible for U.S. Customs and Border Protection clearance or permissions for all replacement parts.
- d. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD IN THE CASE OF SOFTWARE. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.
- e. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE. IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECTED TO NEGLECT, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.
- f. HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE WILL INCREASE OR EXTEND ANY HARRIS WARRANTY.

12. Repairs. To repair any Wireless products Equipment after the 12-month warranty has expired, Customer may call 1-800-358-5297 to obtain an RMA number and a quote for the estimated cost for repair.

- a. **Repair Policy.** To affect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory with a written description of the failure mode. Out-of-warranty repairs apply to any Equipment and/or Software whose standard 12-month warranty has expired, no Maintenance Agreement has been purchased and paid for, and/or any Equipment and/or Software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under 11.a above. Equipment and/or Software should not be returned to the Harris' factory without an RMA. Call 1-800-358-5297 to obtain an RMA number.

- b. **Support Policy.** Harris provides free help desk support throughout the warranty period and Maintenance Agreement of purchased Equipment and/or Software. Technical support is available Monday through Friday, during normal business hours (Eastern Time) excluding holidays, via the help desk support center at 1-800-358-5297.

13. Software License.

- a. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferrable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The Software furnished with the Equipment will be of the latest generation available at the time of shipment of the Equipment. Harris is under no obligation to supply updates to the Software except where expressly agreed to by the parties in writing.
- b. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.
- c. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title or rights to the Software. All rights in patents, copyrights and trade secrets in relation to the Software will continue to be vested in Harris or its licensor.
- d. Customer will keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and having such individuals agree in writing to the obligations contained herein. In addition, Customer will employ its best efforts to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and will treat the Software with the same care as its own confidential information.
- e. The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly agreed to by the parties in writing.
- f. Customer acknowledges that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor will be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, Customer agrees that if Harris or its licensor should waive any breach of any provision of this Agreement, it will not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement. If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal.

14. Availability Discontinued/Last Time Buy. Harris makes no representation about the continued availability of the Equipment and Software. Harris reserves the right, in its sole discretion, with or without notice, without incurring any liability to Customer or otherwise whether in contract or tort, to discontinue manufacturing or selling any Equipment and Software at any time or from time to time. Harris may within its sole discretion provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need ("last time buy") within 30 days of Customer's receipt of notice from Harris. Customer's last time buy rights are limited to products available in Harris' inventory at the time of Customer's request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to

Customer that the Equipment has been discontinued or for a period of 90 days after notice to Customer that the Software has been discontinued.

15. Intellectual Property Indemnification.

- a. In the event any Equipment to be furnished under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it will, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation will be effective only if Customer will have made all payments then due and if Harris is notified promptly of said allegation in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris will pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that the Equipment or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement Agreement prohibit the use of the product, Harris will at its sole option and its own expense, either:
 - i. Procure for Customer the right to continue using the Equipment;
 - ii. Replace it with a substantially equivalent non-infringing equipment;
 - iii. Modify it so it becomes non-infringing but substantially equivalent; or
 - iv. If none of the above is reasonably available, terminate the Customer's right to use the Equipment and return to the Customer a pro-rata portion of the price originally paid by Customer to Harris represented by the remaining useful life of the Equipment as a percentage of the total useful life.
- b. The foregoing indemnity does not apply to the following:
 - i. Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer;
 - ii. Infringement resulting from changes or modifications made to or from the Equipment by the Customer;
 - iii. Any settlements of a claim, suit, or proceeding made without Harris' written consent; and
 - iv. Any Equipment to be furnished under this Agreement which is to be delivered to the United States Government.
- c. The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished under this Agreement.
- d. In the event any Equipment to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer will, to the fullest extent permitted by applicable law, defend and hold Harris harmless to the same extent and subject to the same requirements as set forth in (a) and (b) above. Should the Customer be the United States Government, the Customer agrees to incorporate FAR 52.227-1, Authorization and Consent, in any Purchase Order or Contract.

16. Technical Data and Inventions.

- a. Unless specifically agreed to by Harris and expressly identified and priced in the Agreement as a separate item or items to be delivered by Harris, the sale of Equipment, Software and Services under the Agreement confers on Customer no right in, license under, access to, or entitlement of any kind to any of Harris' technical data including, but not limited to design,

process technology, software and drawings, or to any of Harris' inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof arose out of work performed under or in connection with the Agreement, and irrespective of whether Customer has paid or is obligated to pay Harris for any part of the design or development of the Equipment, Software or Services.

- b. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris' performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.
- c. Customer will not violate Harris' copyright of documents or Software or disclose Harris' confidential or proprietary data to others without Harris' written permission.
- d. All Inventions are and shall at all times remain Harris's confidential information. All rights, title and interest in and to the Inventions, including all intellectual property rights, remain vested in Harris, its suppliers or licensors, subject only to the license grant below. "Inventions" shall mean and include all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, specifications, designs, methods, devices, systems, reports, studies, computer software (in object or source code), programming and other documentation, flow charts, diagrams and all other information or tangible material of any nature whatsoever (in any medium and in any stage of development or completion) included in or resulting from the work contemplated hereunder, that are conceived, designed, practiced, prepared, produced or developed by Harris or any of its personnel during the course of performance of any Work.

17. Excusable Delay.

- a. Harris will be excused from performance under the Agreement and will not be liable to Customer for delay in performance attributable, in whole or in part, to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature, Customer's fault or negligence or where compliance with any applicable environmental law or regulation by Harris is not reasonably technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.
- b. In the event of an excusable delay, Harris will make commercially reasonable efforts to notify Customer of the nature and extent of such delay and (1) Harris will be entitled to a schedule an extension on at least a day-for-day basis, and (2) if the delay is caused by Customer's fault or negligence, Harris will be entitled to an equitable adjustment in price under the Agreement.

18. Termination. Either party may terminate this Agreement if the other party defaults in a material respect under this Agreement and fails to cure such default within thirty (30) days after receiving written notice from the other party of such default. If Harris terminates this Agreement based on the Customer's breach, then Harris will be entitled to damages, including any lost profits Harris would have realized, had Harris been permitted to perform in accordance with the Agreement. Customer also will be liable for all costs to Harris resulting from Harris' attempt to enforce its rights hereunder, including, but not limited to collection agency fees, attorney fees, court costs, etc.

19. Export and Re-Export Restrictions.

- a. Customer acknowledges that the Equipment and Software sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada. Customer will, to the fullest extent permitted by applicable law defend and hold Harris harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section 19. The Customer will supply to the Harris on a timely basis all necessary information and documentation requested by Harris in order to permit the Harris to export the Equipment, Software and/or Services with respect to any Purchase Order issued by the Customer hereunder, in accordance with the terms of this Agreement.
- b. To the extent any technical data is exchanged between the parties, the receiving party represents and warrants that no technical data furnished to it by the disclosing party shall be disclosed to any foreign nation, firm, or country, including foreign nationals, employed by or associated with the receiving party, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR), including the requirement for obtaining any export license if applicable. The receiving party shall first obtain the written consent of the disclosing party prior to submitting any request for authority to export any such technical data. The receiving party will, to the fullest extent permitted by applicable law defend and hold the disclosing party harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the receiving party to comply with this Section 19 or with the ITAR and EAR.
- c. Harris will not provide, or be responsible for obtaining any U.S. Government export licenses/approvals to provide any technical information, data or technical services to Customer or Customer's representatives, consultants or agents who are "foreign persons" as defined in the ITAR. Customer has the sole responsibility for obtaining necessary U.S. Government export licenses/approvals for any transfer of Equipment, Software or Services to Customer hereunder to Customer's representatives, consultants or agents who are such "foreign persons." Further, Harris will not be responsible for late delivery, delay or nonperformance under this Agreement due to the U.S. Government's delay or denial of any license that is Customer's responsibility to obtain.

- 20. Compliance with Waste Recycling Laws.** Customer acknowledges and agrees that the supply of the Equipment by Harris to the Customer, and the resale or re-supply of the Equipment by the Customer, may give rise to obligations for Harris and the Customer under applicable environmental laws or regulations as defined herein. The Customer will be responsible for the collection, recycling, reuse and disposal of the Equipment in compliance with such Environmental Laws. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive as defined hereinafter. "WEEE Directive" means the European Union Directive on Waste Electrical Equipment and will include any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority. Harris may arrange for services, paid for by Customer, to recycle or dispose of Harris manufactured products in compliance with the Environmental Laws. The Customer will to the fullest extent permitted by applicable law defend and hold Harris harmless against all expenses, costs, claims, liabilities or damage of any nature incurred by any of them relating to the collection, recycling, reuse and disposal of any Equipment or otherwise arising in connection with their respective obligations under the Environmental Laws, or by reason of any failure or alleged failure by the Customer to comply with its obligations under the Environmental Laws. The Customer will provide

Harris with such compliance plans or other documents and information that Harris may reasonably request to enable Harris and its affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of their respective obligations under this Section and/or the Environmental Laws.

21. **Limitation of Liability.** NOT WITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES WILL HARRIS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY). IN NO EVENT WILL HARRIS' LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED HEREUNDER. THIS SECTION WILL SURVIVE THE TERM OR EXPIRATION OF THIS AGREEMENT. CUSTOMER AGREES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HOLD HARMLESS HARRIS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR SOFTWARE.
22. **Applicable Law, Venue, and Jurisdiction.** The Agreement, and any disputes related thereto, will be governed by and interpreted in accordance with the laws of the State of Florida, USA, without regard to conflict of law principles. The parties specifically exclude the application of the United Nations' Convention on Contracts for the International Sale of Goods to the Agreement, to the contractual relationship created under the Agreement, and to the construction, validity, enforcement, and interpretation of the Agreement. The parties agree that the exclusive venue for any action arising out of or related to the Agreement will be in the courts with the appropriate jurisdiction located in Brevard County, Florida, and each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of the Agreement will be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.
23. **Jury Waiver.** Customer and Harris further agree, to the extent permitted by law, to waive all rights to a trial by jury of any action relating to the dispute or interpretation of the agreement, whether sounding in contract, tort, or otherwise. The parties specifically acknowledge that this waiver is made knowingly and voluntarily after an adequate opportunity to negotiate its terms and that such waiver is material consideration for the sale and purchase contemplated hereby.
24. **Assumption of Risk.** Each party hereto acknowledges (a) the risks of its undertakings hereunder, (b) the uncertainty of the benefits and obligations hereunder, and (c) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party's opinion will be the basis of that party's decision to enter into the Agreement.
25. **Reliance on Counsel and Other Advisors.** Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into the Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of the Agreement, and the Agreement will not be construed against either party as the drafter.

26. Compliance with Applicable Laws. Customer warrants that Customer will comply with any and all applicable U.S. federal, state and local laws, and will operate in good faith to comply with other laws and regulations and industry best practices, applicable to such party's performance hereunder, and will promptly act to correct any noncompliance once identified.

27. General Provisions.

- a. **Publicity.** Neither party will, without the prior written consent of the other party: (a) issue any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or (b) in any manner advertise or publish the fact of this Agreement.
- b. **Disputes.** The parties will to the fullest extent practical resolve disputes through collaborative procedures. To that end, any and all disputes between the parties will be quickly addressed to prevent such disputes from causing contractual or performance problems.
- c. **Assignment.** Customer will not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.
- d. **Enforceability.** If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which will continue in full force and effect.
- e. **No Waiver.** Waiver or failure by Harris to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any terms or condition herein, will not be a future waiver of any such right, or be a waiver of any other term, condition or remedy contained herein.
- f. **Headings.** Headings in this Agreement are provided for the convenience only and do not affect this Agreement's construction or interpretation.
- g. **Orders Issued under Government Prime or Subcontracts.** In the event this Agreement relates to a U.S. federal government prime contract or subcontract, nothing contained in this Agreement will be construed to authorize the waiver of any provision of law as prescribed in Federal Acquisition Regulation (FAR) Part 12, or terms as set forth in the current version of FAR 52.244-6, Subcontracts for Commercial Items, if applicable.
- h. **Notices.** All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile, if confirmed within three (3) business days by one of the other methods herein, at the addresses or facsimile numbers indicated or to such other addresses or facsimile numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to Harris Corporation, PO Box 37, Mail Stop: R5/11A, Melbourne, FL 32902, Attention: Contracts Manager, or email to wpg@harris.com.
- i. **English Language.** The parties confirm that it is their wish that this Agreement, as well as any other documents relating hereto including notices, have been and will be drawn up in English only.
- j. **GSA.** All purchase orders under General Services Administration (GSA) Schedule #GS-35F-0283J are subject to the GSA Terms and Conditions which will supersede all other terms and conditions provided.

- k. **Survivability.** The following provisions shall survive the completion or termination of this Agreement: Section 3 (Restricted Use), Section 11 (Limited Warranty), Section 13 (Software License), Section 15 (Intellectual Property Indemnification), Section 19 (Export and Re-export Restrictions), Section 21 (Limitation of Liability), Section 22 (Applicable Law, Venue and Jurisdiction), Section 23 (Jury Waiver), and Section 27 (General Provisions).
- 28. Entire Agreement.** The Agreement supersedes all previous proposals, negotiations, conversations, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms, will be binding unless made in writing and signed by duly authorized representatives of both parties.

Harris GCSD

Customer

Signature

Name

Title

Date

Signature

Name

Title

Date



Harris Proprietary

Quote	QTE6779-03321
Date	4/11/2012
Page:	1

HARRIS CORP - WIRELESS PRODUCTS GROUP

PO BOX 9800, M/S R5-11A
BOURNE, FL 32902-0800

PH: 800-368-5297, FAX: 321-309-7437, wpg@harris.com

Quotation

Bill To:

Chicago Police Department
 Sgt. Jim Washburn
 James.washburn@
 chicagopolice.org
 3340 W. Fillmore Ave.
 Chicago, IL 60624

Ship To:

Chicago Police Department
 Attn: Sgt. James Washburn
 3340 W. Fillmore Ave.
 Chicago IL 60624

DISCLOSURE OF THIS DOCUMENT AND THE INFORMATION IT CONTAINS ARE STRICTLY PROHIBITED BY FEDERAL LAW (18 U.S.C. § 2812). THIS DOCUMENT CONTAINS HARRIS TRADE SECRET AND CONFIDENTIAL BUSINESS OR FINANCIAL INFORMATION EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. THIS DOCUMENT MAY CONTAIN TECHNICAL DATA ACCORDING TO THE DEPARTMENT OF STATE, INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR), 22 CFR CHAPTER 1, SUBCHAPTER M, PARTS 12A-130) AND THE DEPARTMENT OF COMMERCE, EXPORT ADMINISTRATION REGULATIONS (EAR), 15 CFR PARTS 730-774. THIS DOCUMENT AND THE INFORMATION IT CONTAINS MAY NOT BE EXPORTED OR SHARED WITH A FOREIGN NATIONAL WITHOUT A VALID EXPORT AUTHORIZATION. BEFORE MAKING OR PERMITTING ANY DISCLOSURE OF THIS DOCUMENT OR THE INFORMATION IT CONTAINS, WHETHER IN FULL OR IN PART, HARRIS SHALL BE GIVEN TIMELY NOTICE AND THE OPPORTUNITY TO CHALLENGE SUCH DISCLOSURE UNDER APPLICABLE LAW.

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No
	CPB-CHGIL-001	WPG5	BEST WAY	Net 30	0/0/0000	4,015
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	SRAY-II-U-SW	StingRay II U Software	EA	*	\$22,000.00	\$22,000.00
		NOTE				\$0.00
		Delivery will be 90 days ARO. Prices are subject to change. Quotes are valid 180 days from date of issue. Attached Ts&Cs are applicable to all resultant orders.				

Credit Payment To:

[REDACTED]

Subtotal	\$22,000.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$22,000.00

**Software License Key Reactivation Addendum to
Harris Government Communications Systems Division
Terms and Conditions of Sale for
Wireless Equipment, Software and Services**

Effective Date: February 28, 2011

This Addendum (the "Addendum") to the Harris Government Communications Systems Division Terms and Conditions of Sale for Wireless Equipment, Software and Services (the "Agreement") will apply to all Orders received from Customer for Equipment and/or Software purchased under the Agreement. In order to maintain the functionality of the Software purchased under the Agreement, as well as to be eligible for any new Software updates and upgrades, Customer agrees to the following:

1. Annual Software License Key Reactivation. Customer will reactivate the Software license key annually on or before the date of the one (1) year anniversary of the Agreement or, if the one (1) year anniversary date falls on a weekend or a federal holiday, on the first business day thereafter. To reactivate the Software license key, Customer must log onto the Harris WPG Internet website at www.premier.harris.com/wpg or contact Harris WPG Customer Support at 1-800-358-5297 to obtain a Software license key to renew the software for one (1) additional year. Customer acknowledges that timely reactivation of the Software license key is solely Customer's responsibility and Harris will not provide advance notification of Customer's annual reactivation deadline. Failure to timely and properly reactivate the Software license key may affect the operation of the Equipment and/or Software.
2. Annual Certification. As part of the annual Software license key reactivation process, or as otherwise requested by Harris, Customer will certify (a) that Equipment and/or Software purchased under the Agreement remains in Customer's sole possession; or (b) that Equipment has been lost, stolen, damaged or destroyed. Customer acknowledges and agrees that it will maintain possession of the Equipment at all times. Customer also acknowledges and agrees that if it transfers, sells, leases, conveys or otherwise provides the Equipment to a third party without the prior written permission of Harris, then Customer will void its software license.

**Harris Government Communications Systems Division
Terms and Conditions of Sale for
Wireless Equipment, Software and Services**

Effective Date: February 15, 2011

- 1. Definitions.** In addition to the terms defined elsewhere, the following terms used herein have the following meanings:
 - a. **"Agreement"** means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated.
 - b. **"Customer"** means the purchaser of Equipment, Software, or Services from Harris.
 - c. **"Date of Acceptance"** means the date when the Customer receives an item of Equipment, Software and/or Services in an undamaged or non-defective condition.
 - d. **"Environmental Laws"** means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive.
 - e. **"Equipment"** means any hardware, including components, but excluding any Software or Services.
 - f. **"Harris"** means Harris Corporation, acting through its Government Communications Systems Division.
 - g. **"Maintenance Agreement"** means a separate agreement for maintenance of the items procured hereunder; such services are not included in this Agreement.
 - h. **"Purchase Order"** means the Customer's purchase order as acknowledged by Harris.
 - i. **"Purchase Price"** means the purchase price as identified in the Purchase Order.
 - j. **"Quote"** means the price quotation of Harris itemizing the purchase price and all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any Maintenance Agreement specifically included in the purchase price.
 - k. **"Services"** means, training, maintenance support, or other services to be provided to Customer as part of the Agreement.
 - l. **"Software"** means software and firmware, including all copies provided to Customer.
 - m. **"WEEE Directive"** means the European Union Directive on Waste Electrical Equipment and includes any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority
- 2. Proposal/Quote Validity.** Prices quoted are valid for 180 days from the date of Quote. After the expiration of the 180-day period, Harris may modify its prices or extend the validity period.
- 3. Restricted Use.** All Wireless Equipment and/or Software sold by Harris provides the Customer with a capability that is restricted and otherwise controlled under United States Code Title 18 §2512. Use of Equipment is strictly governed by applicable federal, state and local law associated with the intercept and monitoring of oral communications. Harris assumes no liability for any use, misuse or improper use of the Equipment and makes no representations as to Equipment suitability for any specific application. Buyer's right to transfer, sell or assign the Equipment shall be limited to authorized law enforcement and government agencies with the prior written consent of Harris.
 - a. In the event that any of the Equipment or Software purchased under this Agreement is lost or stolen, the Customer shall contact the Harris Help Desk at 1-800-358-5297 within 3 business days. Customer shall provide the Part Number and Serial Number of the Equipment and/or Software and a summary of facts surrounding the incident. Failure to comply with this requirement may result in Harris not accepting future orders from the Customer.

- 4. Acceptance – Modification of Terms.** The Agreement will be deemed accepted by Customer upon the first to occur of (i) Customer's issuance of the Purchase Order; or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer are rejected unless expressly approved in writing by Harris. No communication from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris reasonably objects thereto, will be binding upon Harris unless such different or additional terms are agreed to in writing by both Harris and Customer.
- 5. Taxes.** All prices quoted are exclusive of all applicable sales, use, excise, and other taxes, duties, fees, or charges. Unless evidence of valid tax exempt status and/or resale certificate is provided by Customer prior to shipment, Harris shall add and Customer shall pay all such applicable taxes or charges levied or imposed to the invoice for the Equipment, Software, and/or Services.
- 6. Shipping and Delivery.** Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and include freight charges. Harris may ship Equipment in multiple lots and Customer agrees to accept such multiple shipments and pay for each lot in accordance with the payment terms set forth herein.
- 7. Title and Risk of Loss.** Title to and risk of loss for Equipment and Software media sold under the Agreement will pass to Customer upon receipt of equipment.
- 8. Payment Terms.**
 - a. Payment for an invoice is due within 30 days from the date of the invoice. Late payment will accrue interest to the outstanding balance at the lower of (i) 1.5% per month, or (ii) the highest rate allowed by law.
 - b. Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services to be delivered or Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Orders.
- 9. Annual Maintenance Agreement.** Upon expiration of the warranty period, Customer may execute a separate maintenance agreement with Harris for Equipment. Annual maintenance agreements include:
 - a. Customer telephone support during normal business hours, excluding holidays (Monday through Friday, Eastern Time).
 - b. Additional 12-month warranty on Equipment, with respect to the Equipment Maintenance Agreement.
- 10. Equipment Return Policy.**
 - a. **Equipment Damaged in Shipment.** Upon receipt of shipments, Customer should open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivery carrier within 48 hours and request an inspection from the freight carrier. After notifying the delivery carrier of damage, Customer will promptly contact Harris for further instructions. Damaged Equipment may not be returned without Harris' prior authorization. For Equipment returned under this paragraph the Date of Acceptance shall be adjusted to reflect the date repaired or undamaged Equipment is received.

- b. **Items Shipped in Error.** If the Customer receives Equipment and/or Software in error, the Customer will promptly notify Harris and Harris will provide return instructions, pay shipping costs (provided Harris' instructions are followed) and provide a Return Material Authorization (RMA). Customer will retain the Equipment's original packing material for use in return shipment to Harris.
- c. **Defective Equipment.** Equipment is provided with either Harris' standard equipment warranty or the manufacturer's standard equipment warranty. Upon discovery of a defect or other warranty-related problem, Customer shall promptly contact Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued an RMA, including a form which Customer must fill out describing the nature of the Equipment defect.
- d. **Other Reasons.** If Customer desires to return Equipment for other reasons, Customer must contact Harris for a RMA. Harris' customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer's request, an RMA will be issued. Customer will not return any Equipment without an RMA. Equipment being returned may be subject to restocking and other charges. **CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.**
- e. **Upon Receipt of a Return Authorization.** RMA numbers must appear on each individual package being returned. Customer is responsible for ensuring the safe return of Equipment for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without a valid RMA number. All Equipment being returned for credit must be returned in a timely manner and in good condition. If Equipment show evidence of damage, wear and tear, or if components or accessories are missing, then Harris at its sole judgment may reduce any credit agreed to prior to receipt of the Equipment.

11. Limited Warranty.

- a. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty will commence on the Date of Acceptance of the individual item of Equipment and Software and will terminate after 12 months. Written notice of any defects will be given to Harris upon discovery and Harris will promptly correct such defects by repair or replacement, at its option, without charge. Harris uses new and reconditioned parts to complete repairs and replacements under the terms of this warranty. Defective articles will not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris will determinate, in its sole discretion, existence and cause of the claimed defect. Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:
 - i. Acts of God.
 - ii. Physical impact, crash or foreign object damage.
 - iii. Improper installation, use, maintenance, storage, modification or alteration by the Customer or its Customer.
 - iv. The Customer's (or its customer's) operation of the Equipment delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect.
 - v. Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use.)
 - vi. Equipment or Software subjected to misuse, detrimental exposure or negligence.
- b. Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.

- c. For purposes of Harris' warranties for Equipment and Software media, a "defect" is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, misuse or lack of care in operation, maintenance or handling. Customer's written notice of the defect must include a description of the defect with detailed information reasonably sufficient for Harris to identify the defect and determine its probable cause. Components or parts that Customer claims to be defective must be available to Harris for inspection and testing. Customer may not return defective Equipment, components or parts without first obtaining an RMA and instructions from Harris. Customer is solely responsible for U.S. Customs and Border Protection clearance or permissions for all replacement parts.
- d. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD IN THE CASE OF SOFTWARE. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.
- e. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE. IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECTED TO NEGLECT, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.
- f. HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE, THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE WILL INCREASE OR EXTEND ANY HARRIS WARRANTY.

12. Repairs. To repair any Wireless products Equipment after the 12-month warranty has expired, Customer may call 1-800-358-5297 to obtain an RMA number and a quote for the estimated cost for repair.

- a. **Repair Policy.** To affect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory with a written description of the failure mode. Out-of-warranty repairs apply to any Equipment and/or Software whose standard 12-month warranty has expired, no Maintenance Agreement has been purchased and paid for, and/or any Equipment and/or Software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under 11.a above. Equipment and/or Software should not be returned to the Harris' factory without an RMA. Call 1-800-358-5297 to obtain an RMA number.

- b. **Support Policy:** Harris provides free help desk support throughout the warranty period and Maintenance Agreement of purchased Equipment and/or Software. Technical support is available Monday through Friday, during normal business hours (Eastern Time) excluding holidays, via the help desk support center at 1-800-358-5297.

13. Software License.

- a. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The Software furnished with the Equipment will be of the latest generation available at the time of shipment of the Equipment. Harris is under no obligation to supply updates to the Software except where expressly agreed to by the parties in writing.
- b. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.
- c. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title or rights to the Software. All rights in patents, copyrights and trade secrets in relation to the Software will continue to be vested in Harris or its licensor.
- d. Customer will keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and having such individuals agree in writing to the obligations contained herein. In addition, Customer will employ its best efforts to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and will treat the Software with the same care as its own confidential information.
- e. The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly agreed to by the parties in writing.
- f. Customer acknowledges that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor will be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, Customer agrees that if Harris or its licensor should waive any breach of any provision of this Agreement, it will not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement. If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal.

14. Availability Discontinued/Last Time Buy. Harris makes no representation about the continued availability of the Equipment and Software. Harris reserves the right, in its sole discretion, with or without notice, without incurring any liability to Customer or otherwise whether in contract or tort, to discontinue manufacturing or selling any Equipment and Software at any time or from time to time. Harris may within its sole discretion provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need ("last time buy") within 30 days of Customer's receipt of notice from Harris. Customer's last time buy rights are limited to products available in Harris' inventory at the time of Customer's request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to

Customer that the Equipment has been discontinued or for a period of 90 days after notice to Customer that the Software has been discontinued.

15. Intellectual Property Indemnification.

- a. In the event any Equipment to be furnished under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it will, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation will be effective only if Customer will have made all payments then due and if Harris is notified promptly of said allegation in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris will pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that the Equipment or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement Agreement prohibit the use of the product, Harris will at its sole option and its own expense, either:
 - i. Procure for Customer the right to continue using the Equipment;
 - ii. Replace it with a substantially equivalent non-infringing equipment;
 - iii. Modify it so it becomes non-infringing but substantially equivalent; or
 - iv. If none of the above is reasonably available, terminate the Customer's right to use the Equipment and return to the Customer a pro-rata portion of the price originally paid by Customer to Harris represented by the remaining useful life of the Equipment as a percentage of the total useful life.
- b. The foregoing indemnity does not apply to the following:
 - i. Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer;
 - ii. Infringement resulting from changes or modifications made to or from the Equipment by the Customer;
 - iii. Any settlements of a claim, suit, or proceeding made without Harris' written consent; and
 - iv. Any Equipment to be furnished under this Agreement which is to be delivered to the United States Government.
- c. The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished under this Agreement.
- d. In the event any Equipment to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer will, to the fullest extent permitted by applicable law, defend and hold Harris harmless to the same extent and subject to the same requirements as set forth in (a) and (b) above. Should the Customer be the United States Government, the Customer agrees to incorporate FAR 52.227-1, Authorization and Consent, in any Purchase Order or Contract.

16. Technical Data and Inventions.

- a. Unless specifically agreed to by Harris and expressly identified and priced in the Agreement as a separate item or items to be delivered by Harris, the sale of Equipment, Software and Services under the Agreement confers on Customer no right in, license under, access to, or entitlement of any kind to any of Harris' technical data including, but not limited to design,

process technology, software and drawings, or to any of Harris' inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof arose out of work performed under or in connection with the Agreement, and irrespective of whether Customer has paid or is obligated to pay Harris for any part of the design or development of the Equipment, Software or Services.

- b. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris' performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.
- c. Customer will not violate Harris' copyright of documents or Software or disclose Harris' confidential or proprietary data to others without Harris' written permission.
- d. All Inventions are and shall at all times remain Harris's confidential information. All rights, title and interest in and to the Inventions, including all intellectual property rights, remain vested in Harris, its suppliers or licensors, subject only to the license grant below. "Inventions" shall mean and include all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, specifications, designs, methods, devices, systems, reports, studies, computer software (in object or source code), programming and other documentation, flow charts, diagrams and all other information or tangible material of any nature whatsoever (in any medium and in any stage of development or completion) included in or resulting from the work contemplated hereunder, that are conceived, designed, practiced, prepared, produced or developed by Harris or any of its personnel during the course of performance of any Work.

17. Excusable Delay.

- a. Harris will be excused from performance under the Agreement and will not be liable to Customer for delay in performance attributable, in whole or in part, to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature, Customer's fault or negligence or where compliance with any applicable environmental law or regulation by Harris is not reasonably technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.
- b. In the event of an excusable delay, Harris will make commercially reasonable efforts to notify Customer of the nature and extent of such delay and (1) Harris will be entitled to a schedule an extension on at least a day-for-day basis, and (2) if the delay is caused by Customer's fault or negligence, Harris will be entitled to an equitable adjustment in price under the Agreement.

18. Termination. Either party may terminate this Agreement if the other party defaults in a material respect under this Agreement and fails to cure such default within thirty (30) days after receiving written notice from the other party of such default. If Harris terminates this Agreement based on the Customer's breach, then Harris will be entitled to damages, including any lost profits Harris would have realized, had Harris been permitted to perform in accordance with the Agreement. Customer also will be liable for all costs to Harris resulting from Harris' attempt to enforce its rights hereunder, including, but not limited to collection agency fees, attorney fees, court costs, etc.

19. Export and Re-Export Restrictions.

- a. Customer acknowledges that the Equipment and Software sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada. Customer will, to the fullest extent permitted by applicable law defend and hold Harris harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section 19. The Customer will supply to the Harris on a timely basis all necessary information and documentation requested by Harris in order to permit the Harris to export the Equipment, Software and/or Services with respect to any Purchase Order issued by the Customer hereunder, in accordance with the terms of this Agreement.
- b. To the extent any technical data is exchanged between the parties, the receiving party represents and warrants that no technical data furnished to it by the disclosing party shall be disclosed to any foreign nation, firm, or country, including foreign nationals, employed by or associated with the receiving party, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR), including the requirement for obtaining any export license if applicable. The receiving party shall first obtain the written consent of the disclosing party prior to submitting any request for authority to export any such technical data. The receiving party will, to the fullest extent permitted by applicable law defend and hold the disclosing party harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the receiving party to comply with this Section 19 or with the ITAR and EAR.
- c. Harris will not provide, or be responsible for obtaining any U.S. Government export licenses/approvals to provide any technical information, data or technical services to Customer or Customer's representatives, consultants or agents who are "foreign persons" as defined in the ITAR. Customer has the sole responsibility for obtaining necessary U.S. Government export licenses/approvals for any transfer of Equipment, Software or Services to Customer hereunder to Customer's representatives, consultants or agents who are such "foreign persons." Further, Harris will not be responsible for late delivery, delay or nonperformance under this Agreement due to the U.S. Government's delay or denial of any license that is Customer's responsibility to obtain.

20. Compliance with Waste Recycling Laws. Customer acknowledges and agrees that the supply of the Equipment by Harris to the Customer, and the resale or re-supply of the Equipment by the Customer, may give rise to obligations for Harris and the Customer under applicable environmental laws or regulations as defined herein. The Customer will be responsible for the collection, recycling, reuse and disposal of the Equipment in compliance with such Environmental Laws. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive as defined hereinafter. "WEEE Directive" means the European Union Directive on Waste Electrical Equipment and will include any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority. Harris may arrange for services, paid for by Customer, to recycle or dispose of Harris manufactured products in compliance with the Environmental Laws. The Customer will to the fullest extent permitted by applicable law defend and hold Harris harmless against all expenses, costs, claims, liabilities or damage of any nature incurred by any of them relating to the collection, recycling, reuse and disposal of any Equipment or otherwise arising in connection with their respective obligations under the Environmental Laws, or by reason of any failure or alleged failure by the Customer to comply with its obligations under the Environmental Laws. The Customer will provide

Harris with such compliance plans or other documents and information that Harris may reasonably request to enable Harris and its affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of their respective obligations under this Section and/or the Environmental Laws.

- 21. Limitation of Liability.** NOT WITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES WILL HARRIS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY). IN NO EVENT WILL HARRIS' LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED HEREUNDER. THIS SECTION WILL SURVIVE THE TERM OR EXPIRATION OF THIS AGREEMENT. CUSTOMER AGREES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HOLD HARMLESS HARRIS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR SOFTWARE.
- 22. Applicable Law, Venue, and Jurisdiction.** The Agreement, and any disputes related thereto, will be governed by and interpreted in accordance with the laws of the State of Florida, USA, without regard to conflict of law principles. The parties specifically exclude the application of the United Nations' Convention on Contracts for the International Sale of Goods to the Agreement, to the contractual relationship created under the Agreement, and to the construction, validity, enforcement, and interpretation of the Agreement. The parties agree that the exclusive venue for any action arising out of or related to the Agreement will be in the courts with the appropriate jurisdiction located in Brevard County, Florida, and each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of the Agreement will be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.
- 23. Jury Waiver.** Customer and Harris further agree, to the extent permitted by law, to waive all rights to a trial by jury of any action relating to the dispute or interpretation of the agreement, whether sounding in contract, tort, or otherwise. The parties specifically acknowledge that this waiver is made knowingly and voluntarily after an adequate opportunity to negotiate its terms and that such waiver is material consideration for the sale and purchase contemplated hereby.
- 24. Assumption of Risk.** Each party hereto acknowledges (a) the risks of its undertakings hereunder, (b) the uncertainty of the benefits and obligations hereunder, and (c) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party's opinion will be the basis of that party's decision to enter into the Agreement.
- 25. Reliance on Counsel and Other Advisors.** Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into the Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of the Agreement, and the Agreement will not be construed against either party as the drafter.

26. Compliance with Applicable Laws. Customer warrants that Customer will comply with any and all applicable U.S. federal, state and local laws, and will operate in good faith to comply with other laws and regulations and industry best practices, applicable to such party's performance hereunder, and will promptly act to correct any noncompliance once identified.

27. General Provisions.

- a. **Publicity.** Neither party will, without the prior written consent of the other party: (a) issue any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or (b) in any manner advertise or publish the fact of this Agreement.
- b. **Disputes.** The parties will to the fullest extent practical resolve disputes through collaborative procedures. To that end, any and all disputes between the parties will be quickly addressed to prevent such disputes from causing contractual or performance problems.
- c. **Assignment.** Customer will not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.
- d. **Enforceability.** If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which will continue in full force and effect.
- e. **No Waiver.** Waiver or failure by Harris to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any terms or condition herein, will not be a future waiver of any such right, or be a waiver of any other term, condition or remedy contained herein.
- f. **Headings.** Headings in this Agreement are provided for the convenience only and do not affect this Agreement's construction or interpretation.
- g. **Orders Issued under Government Prime or Subcontracts.** In the event this Agreement relates to a U.S. federal government prime contract or subcontract, nothing contained in this Agreement will be construed to authorize the waiver of any provision of law as prescribed in Federal Acquisition Regulation (FAR) Part 12, or terms as set forth in the current version of FAR 52.244-6, Subcontracts for Commercial Items, if applicable.
- h. **Notices.** All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile, if confirmed within three (3) business days by one of the other methods herein, at the addresses or facsimile numbers indicated or to such other addresses or facsimile numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to Harris Corporation, PO Box 37, Mail Stop: R5/11A, Melbourne, FL 32902, Attention: Contracts Manager, or email to wpg@harris.com.
- i. **English Language.** The parties confirm that it is their wish that this Agreement, as well as any other documents relating hereto including notices, have been and will be drawn up in English only.
- j. **GSA.** All purchase orders under General Services Administration (GSA) Schedule #GS-35F-0283J are subject to the GSA Terms and Conditions which will supersede all other terms and conditions provided.

- k. **Survivability.** The following provisions shall survive the completion or termination of this Agreement: Section 3 (Restricted Use), Section 11 (Limited Warranty), Section 13 (Software License), Section 15 (Intellectual Property Indemnification), Section 19 (Export and Re-export Restrictions), Section 21 (Limitation of Liability), Section 22 (Applicable Law, Venue and Jurisdiction), Section 23 (Jury Waiver), and Section 27 (General Provisions).
28. **Entire Agreement.** The Agreement supersedes all previous proposals, negotiations, conversations, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms, will be binding unless made in writing and signed by duly authorized representatives of both parties.

Harris GCSD

Customer

Signature _____

Name _____

Title _____

Date _____

Signature _____

Name _____

Title _____

Date _____



Please Remit Payments:
Harris Corporation, GCSD
Citibank Delaware
P.O. Box 7247 - LB 6759
Philadelphia, PA 19170-6759 USA

Invoice	INV6779-02239
Date	10/13/2009
Page:	1

Invoice

Bill To:

Chicago Police Department
James Washburn
3340 W. Fillmore Ave
james.washburn@chicagopolice.
org
Chicago IL 60624

Ship To:

SGT James Washburn
Chicago Police Dept
3340 W. Fillmore Ave
Chicago IL 60624

Purchase Order No.	Customer ID	Salesperson	Shipping Method	Pmt Terms	Req Ship Date	Harris Ord. No.	
15457	CPB-CH3IL-001	WPG3	BEST WAY	Net 30	8/8/2009	ORD6779-01271	
Ordered	Shipped	B/IQ	Item Number	Description	Discount	Unit Price	Ext. Price
1	1		AJ-W-UG 3049	AmberJack-X or G to AmberJack-W Upgrade Serial Number		\$18,000.00	\$18,000.00
			SPURDOC	Handheld Passive DF Tool		\$12,000.00	\$0.00

2ND SHIPMENT THIS CK.

BAL. \$12,000.

All above items received in good
working order
J. Washburn

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Subtotal	\$18,000.00
Deposit	\$0.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$18,000.00



Quote	QTE6779-01929
Date	12/22/2008
Page:	1

Quotation

Bill To:

Chicago Police Department
Sgt. Jim Washburn
james.washburn@
chicagopolice.org

312-746-7922

Ship To:

Sgt. Jim Washburn
james.washburn@
chicagopolice.org
312-746-7922

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms		Req Ship Date	Master No.
				Net 30	0/0/0000		
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price	
1	STINGRAY II - UP	StingRay II - Upgrade	EA		\$65,000.00	\$65,000.00	
1	STINGRAY II-IDEN-SW	StingRay II IDEN Software Package	EA		\$22,000.00	\$22,000.00	
1	PA-KIT-30W IDEN 800	PA-KIT-30W Single Band IDEN 800	EA		\$14,000.00	\$14,000.00	
1	PA-KIT-30W DUAL-BAND	PA-KIT-30W Dual-Band CONUS 850/1900	EA		\$17,500.00	\$17,500.00	
1	PA-KIT-30W 2100	PA-KIT-30W Single Band 2100 MHz	EA		\$16,000.00	\$16,000.00	
1	AJ-W-UG	AmberJack-X or G to AmberJack-W Upgrade (WideB	EA		\$18,000.00	\$18,000.00	
1	SPURDOG	Handheld Passive DF Tool	EA		\$12,000.00	\$12,000.00	
	NOTE	Delivery will be 120 days ARO unless otherwise stated. Please see attached Terms and Conditions.	*				\$0.00

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437,wpg@harris.com

Approved By:

Subtotal	\$164,500.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$164,500.00

HARRIS Corporation
Government Communication Systems Division
Terms and Conditions of Sale
For
Wireless Equipment, Software and Services

1. DEFINITIONS

In addition to the terms defined elsewhere, the following terms used herein have the following meanings:

- A. "Agreement" means the instrument of contracting, such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated, all as acknowledged by Harris on its standard acknowledgement form;
- B. "Customer" means the purchaser of Equipment, Software, or Services from Harris;
- C. "Date of Acceptance" means the date when the Customer receives an item of Equipment, Software and/or Services unless Customer otherwise notifies Harris in writing that the Equipment, Software and/or Services was delivered in a defective condition;
- D. "Equipment" means any hardware, including components, and excludes any Software or Services;
- E. "Harris" means Harris Corporation, acting through its Government Communications Systems Division;
- F. "Maintenance Agreement" means a separate agreement for maintenance of the items procured hereunder; such services are not included in this Agreement;
- G. "Purchase Order" means the Customer's purchase order as acknowledged by Harris on its standard acknowledgement form;
- H. "Purchase Price" means the purchase price as identified in the Purchase Order;
- I. "Quote" means the price quotation of Harris itemizing the purchase price and includes all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any maintenance agreement specifically included in the purchase price;
- J. "Services" means, training, maintenance support, or other services to be provided to Customer as part of the Agreement;
- K. "Software" means software and documentation, including all copies provided to Customer;

2. PROPOSAL/QUOTE VALIDITY

Prices quoted are binding upon Harris for 30 days from the date of Quote. At expiration, Harris reserves the right to adjust its prices or extend the validity period.

3. ACCEPTANCE - MODIFICATION OF TERMS

This Agreement constitutes Customer's acceptance of Harris' offer and such acceptance is expressly made conditional on Customer's assent to the terms and conditions contained in this Agreement. The Agreement will be deemed accepted by Customer upon the first to occur (i) Customer's issuance of the Purchase Order, or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer are rejected unless expressly approved in writing by Harris. No communication from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris reasonably objects thereto, will be binding upon Harris unless such different or additional terms are incorporated into a writing signed by both Harris and Customer, making express reference to the Agreement.

4. TAXES

All prices are exclusive of all sales, use, excise, and other taxes, duties, or charges. Unless evidence of tax exempt status is provided by Customer, Customer will pay, or upon receipt of invoice from Harris, will reimburse Harris within a reasonable time after receipt of notification for, all such taxes or charges levied or imposed on Customer, or required to be collected by Harris as a result of this transaction or any part thereof.

5. CHANGES/CANCELLATION

Except as otherwise provided herein, change and/or cancellation of a Purchase Order in whole or in part by Customer will be effective only with specific written approval of Harris and may be subject to Harris' reasonable change and/or cancellation charges.

6. DELIVERY

Harris shall have the right to make, and Customer agrees to accept, shipments in more than one lot, and payment for each lot shall be due accordingly.

7. FREIGHT CHARGES AND TRANSPORTATION INSURANCE

Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and are inclusive of freight charges.

8. TITLE AND RISK OF LOSS

Title to and risk of loss for Equipment and Software media sold under the Agreement shall pass to Customer at the F.O.B. Destination

9. PAYMENT TERMS

- A. Payment for an invoice is due within thirty (30) days from the date of the invoice. Late payment shall be accrued interest at either the lower of one and half percent per month or the highest rate allowed by law, to the outstanding balance due.
- (i) Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services to be delivered or Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Orders.
 - (ii) Domestic Purchase Orders for Maintenance Agreements require full payment of the Purchase Price prior to the start of the term of the Maintenance Agreement or Harris' obligation to perform.
 - (iii) International Purchase Orders are for shipments of Equipment, Software and/or Services to be performed outside the continental United States and Canada. Harris will submit an invoice after it has receipt of an approved export license; Harris will not ship any Equipment, Software nor perform any Services under the Purchase Order until it receives full payment of the Purchase Price of the Purchase Order.

10. ANNUAL MAINTENANCE AGREEMENT

Upon expiration of warranty period, Customer can execute a separate maintenance agreement with Harris for Equipment and/or Software. Such maintenance agreements are available for a percentage of the original Purchase Prices of the Equipment and/or Software. Annual maintenance agreements include:

- A. Customer telephone support during normal business hours (Monday through Friday, Eastern Standard Time).
- B. Additional twelve (12) month warranty on Equipment, with respect to the Equipment Maintenance Agreement.
- C. For Software maintenance agreements it includes notification of and free access to Software upgrades as defined in the maintenance agreement.

11. EQUIPMENT RETURN POLICY

- A. Equipment Damaged in Shipment. Upon receipt of shipments, Customer must open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivering carrier within 48 hours and request an inspection. After notifying the freight carrier, Customer promptly shall contact Harris for further instructions. Damaged Equipment shall not be returned without Harris' prior authorization.
- B. Items Shipped in Error. If the Equipment Customer receives is not what the Customer ordered, Customer will promptly notify the Harris responsible for the fulfillment of the Purchase Order. Customer agrees not to discard packing material. Harris will issue a return authorization.
- C. Defective Equipment. If the Equipment Customer receives is defective, it is covered under the Harris or manufacturer's standard equipment warranty. Upon discovery of a warranty problem, Customer promptly must contact the Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued a return authorization, including a form Customer must fill out describing the nature of the Equipment defect.
- D. Other Reasons. If Customer needs to return Equipment for other reasons, Customer must contact Harris for a return authorization. Harris' customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer's request, a return authorization will be issued. Customer agrees not to return any Equipment without a return authorization. Equipment being returned is subject to restocking and other charges. **CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.**
- E. Upon Receipt of a Return Authorization, Return authorization numbers must appear on each individual package being returned. Customer is responsible for insuring the return for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without return authorization numbers. All Equipment being returned for credit must be returned in a timely manner and in good condition. Harris will inspect all Equipment returned. If there is damage, wear and tear, or if there are missing components or accessories, Harris may charge Customer for repair/refurbishment.

12. LIMITED WARRANTY

- A. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty shall commence on the Date of Acceptance of the individual items of Equipment and Software and terminate 12 months thereafter. Written notice of any defects shall be given to Harris upon discovery and Harris shall promptly correct such defects by repair or replacement, at its option, without charge, either FOB Harris' plant or service in the field. Harris uses new and reconditioned parts to satisfy warranty repairs and replacements under the terms of this warranty. Defective articles shall not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris shall have the right of final determination as to the existence and cause of any claimed defect.

Specifically excluded from the terms of this Limited Warranty are any defects which occurs as a result of:

- (i) Acts of God.
- (ii) Physical impact, crash or foreign object damage.
- (iii) Improper maintenance, storage, modification or alteration by the Customer or its Customer.
- (iv) The Customer's or its Customer operation of the items delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect.
- (v) Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use).
- (vi) Equipment or Software subjected to misuse or detrimental exposure or negligence;
- (vii) Defects caused by improper storage, use, installation or maintenance;

Note: Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.

- B. For purposes of Harris' warranties for Equipment and Software media, a defect is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, lack of care in operation, maintenance or handling. The written notice of claim of defect must include a description of the defect with detailed information, which will enable Harris to identify the defect and determine its probable cause. Components that Customer claims to be defective must be available to Harris for inspection and test. No defective Equipment or parts are to be returned without first receiving written authorization and instructions from Harris. Customs clearance for all replacement parts under the warranty or otherwise will be Customer's sole responsibility.
- C. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD, IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD, IN THE CASE OF SOFTWARE MEDIA, NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.
- D. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE MEDIA, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE AND IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECT TO NEGLECT, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.
- E. THIS LIMITED WARRANTY CONSTITUTES HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE SHALL INCREASE OR EXTEND ANY HARRIS WARRANTY. THE TOTAL LIABILITY OF HARRIS AND ITS LICENSORS UNDER THIS WARRANTY SHALL, IN ANY EVENT, BE SUBJECT TO THE LIMITATIONS IN THIS SECTION.

13. REPAIRS

To repair any Wireless products after the 12 month warranty has expired, call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number and an estimated cost for repair.

- (i) Repair Policy - To effect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory with a written description of the failure mode. Out of warranty repairs apply to any equipment and/or software whose standard 12-month warranty has expired, no maintenance agreement has been purchased and paid for, and/or any equipment and/or software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under I above.

Equipment and/or Software should not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number.

- (ii) Support Policy - Harris provides free help desk support throughout the warranty period and maintenance agreement of purchased Wireless Equipment and/or Software. Technical support is available during normal business hours EST, Monday through Friday via the help desk support center at 1-800-358-5297.

14. SOFTWARE LICENSE

- A. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The Software furnished with the Equipment shall be of the latest generation available at the time of shipment of the Equipment. Harris is under no obligation to supply updates to the Software except where expressly so stated in writing.
- B. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.
- C. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title to the Software. All rights in patents, copyrights and trade secrets in relation to the Software shall continue to be vested in Harris or its licensor.
- (i) Customer shall keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and shall have such individuals agree in writing to the obligations contained herein. In addition, Customer shall employ reasonable measures to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and shall treat such with no lesser care than its own confidential information.
- (a) The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly stated in writing.
- (b) Customer agrees that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor shall be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, Customer agrees that if Harris or its licensor should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal.

15. DISCONTINUED AVAILABILITY/LAST TIME BUY

Customer acknowledges that Harris has made no representation about the continued availability of the Equipment and Software listed in the Agreement. Harris reserves the right, in its absolute discretion, with or without notice, without incurring any liability to Customer or otherwise, whether in contract or tort, to discontinue manufacturing or selling any of the Equipment and Software listed in the Agreement at any time or from time to time. Harris may within its discretion provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need ("last time buy") within thirty (30) days of notice. Customer's last time buy rights are limited to products available in Harris' inventory at the time of Customer's request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to Customer that the Equipment has been discontinued or for a period of ninety (90) days after notice to Customer that the Software has been discontinued.

16. INTELLECTUAL PROPERTY INDEMNIFICATION

(I) In the event any Equipment to be furnished under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it shall, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation shall be effective only if Customer shall have made all payments then due and if Harris is notified of said allegation promptly in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris shall pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that its Equipment or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement Agreement prohibit the use of the product, Harris shall at its sole option and its own expense, either: (a) Procure for Customer the right to continue using the Equipment; or (b) Replace it with a substantially equivalent non-infringing equipment; or (c) Modify it so it becomes non-infringing but substantially equivalent; or (d) If none of the above is reasonably available, terminate the Customer's right to use the Equipment and return to the Customer a pro-rata portion of the price originally paid by Customer to Harris represented by the remaining useful life of the equipment as a percentage of the total useful life.

The foregoing indemnity does not apply to the following: (1) Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer; (2) Infringement resulting from changes or modifications made to or from the Equipment by the Customer; (3) Any settlements of a claim, suit, or proceeding made without Harris' written consent; and, (4) Any Equipment to be furnished under this Agreement which is to be delivered to the United States Government.

The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished under this Agreement.

(II) In the event any Equipment to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer agrees to defend, indemnify and hold Harris harmless to the same extent and subject to the same requirements as set forth in Harris' indemnification of Customer as set forth in (I) above.

17. TECHNICAL DATA AND INVENTION

- A. Unless specifically agreed to by Harris and identified and priced in the Agreement as a separate item or items to be delivered by Harris (and in that event, except so identified and priced), the sale of Equipment, Software and Services under the Agreement conveys on Customer no right in, license under, access to, or entitlement of any kind to any of Harris' technical data including, but not limited to design, process technology, software and drawings, or to any of Harris' inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof arose out of work performed under or in connection with the Agreement, and irrespective of whether Customer has paid or is obligated to pay Harris for any part of the design or development of the Equipment, Software or Services.
- B. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris' performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.
- C. Customer shall not violate Harris' copyright of documents or Software or without Harris' written permission disclose Harris' confidential or proprietary data to others.

18. EXCUSABLE DELAY

- A. Harris will be excused from performance under the Agreement and not be liable to Customer for delay in performance attributable in whole or in part to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature, Customer's fault or negligence or where compliance with any applicable environmental law or regulation by Harris is not reasonably technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.
- B. In the event of an excusable delay, Harris will make reasonable efforts to notify Customer of the nature and extent of such delay and (1) Harris will be entitled to a schedule an extension on at least a day-for-day basis, and (2) if the delay is caused by Customer's fault or negligence, Harris will be entitled to an equitable adjustment in price under the Agreement.

19. EXPORT AND RE-EXPORT RESTRICTIONS

Customer acknowledges that the Equipment and Software sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada. Customer shall defend, indemnify and hold Harris harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section. The Customer shall supply to the Harris on a timely basis all necessary information and documentation requested by Harris in order to permit the Harris to export the Equipment, Software and/or Services with respect to any Purchase Order issued by the Customer hereunder, in accordance with the terms of this Agreement.

20. COMPLIANCE WITH WASTE RECYCLING LAWS

Customer acknowledges and agrees that the supply of the Equipment by Harris to the Customer, and the resale or re-supply of the Equipment by the Customer, may give rise to obligations for Harris and the Customer under the Environmental Laws as hereinafter defined. The Customer shall be responsible for the collection, recycling, reuse and disposal of the Equipment in compliance with the Environmental Laws. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and these terms and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive as defined hereinafter; "WEEE Directive" means the EU Directive on Waste Electrical Equipment and shall include any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances, permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority. Harris may arrange for services, paid for by Customer, to recycle or dispose of Harris manufactured products in compliance with the Environmental Laws. The Customer shall indemnify and hold Harris and each of its affiliates harmless against all expenses, costs, claims, liabilities or damage of any nature incurred by any of them relating to the collection, recycling, reuse and disposal of any Equipment or otherwise arising in connection with their respective obligations under the Environmental Laws, or by reason of any failure or alleged failure by the Customer to comply with its obligations under the Environmental Laws. The Customer shall provide Harris with such compliance plans or other documents and information that Harris may reasonably request to enable Harris and its affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of their respective obligations under this Section and the Environmental Laws.

21. LIMITATION OF LIABILITY

CUSTOMER IS EXPRESSLY NOTIFIED THAT UNDER NO CIRCUMSTANCES SHALL HARRIS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PARTY, INCLUDING THIRD PARTIES, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR "TORT" (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY). IN NO EVENT SHALL HARRIS' LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED HEREUNDER. THIS SECTION SHALL SURVIVE THE TERM OR EXPIRATION OF THIS AGREEMENT. CUSTOMER AGREES TO INDEMNIFY HARRIS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR SOFTWARE.

22. APPLICABLE LAW, VENUE, AND JURISDICTION

The Agreement, and any disputes related thereto, shall be governed by and interpreted in accordance with the laws of the State of Florida, USA, regardless of any conflict of law principles requiring the application of any other law. The parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to the Agreement, to the contractual relationship created under the Agreement, and to the construction, validity, enforcement, and interpretation of the Agreement. The parties agree that the exclusive venue for any action arising out of or related to the Agreement shall be in the courts with the appropriate jurisdiction located in Brevard County, Florida, and each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of the Agreement shall be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.

23. JURY WAIVER

CUSTOMER AND HARRIS FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION RELATING TO THE DISPUTE OR INTERPRETATION OF THE AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. THE PARTIES SPECIFICALLY ACKNOWLEDGE THAT THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY AFTER AN ADEQUATE OPPORTUNITY TO NEGOTIATE ITS TERMS AND THAT SUCH WAIVER IS MATERIAL CONSIDERATION FOR THE SALE AND PURCHASE CONTEMPLATED HEREBY.

24. ASSUMPTION OF RISK

Each party hereto acknowledges (a) the risks of its undertakings hereunder, (b) the uncertainty of the benefits and obligations hereunder, and (c) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party's opinion shall be the basis of that party's decision to enter into the Agreement.

25. RELIANCE ON COUNSEL, AND OTHER ADVISORS

Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into the Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of the Agreement, and the Agreement shall not be construed against either party as the drafter.

26. COMPLIANCE WITH APPLICABLE LAWS

Customer warrants that Customer shall comply with any and all applicable US federal and state laws, and shall operate in good faith to comply with other laws and regulations and industry best practices, applicable to such party's performance hereunder, and shall promptly act to correct any noncompliance once identified.

27. GENERAL PROVISIONS

- A. **Publicity.** Neither party will, without the prior written consent of the other party: (a) make any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or (b) in any manner advertise or publish the fact of this Agreement;
- B. **Default.** If Customer defaults in any of Customer's obligations hereunder, including, but not limited to failure to pay all sums when due, Customer will be liable for all costs to Harris resulting from Harris' attempt to enforce its rights hereunder, including, but not limited to collection agency fees, attorney fees, court costs, etc.

- C. Assignment: Customer shall not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.
- D. Enforceability: If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which shall continue in full force and effect.
- E. No Waiver: Waiver or failure by Harris to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any term or condition herein, will not be a future waiver of any such right, or be a waiver of any other term, condition or remedy contained herein.
- F. Notice: All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile, if confirmed within three (3) business days by one of the other methods herein, at the addresses or facsimile numbers indicated or to such other addresses or facsimile numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to Harris Corporation, PO Box 37, MS: R5/11A, Melbourne, FL 32902 Attention: Contracts Manager.
- G. English Language: The Parties confirm that it is their wish that this Agreement, as well as any other documents relating hereto including notices, have been and shall be drawn up in English only.
- H. GSA: All purchase orders under GSA Schedule #GS-35F-0283J are subject to the GSA Terms and Conditions which will supersede all other Terms and Conditions provided.

28. CLAUSES INCORPORATED BY REFERENCE

The following Federal Acquisition Regulations/Defense Federal Acquisition Supplement ("FAR/DFARS") clauses are incorporated herein by reference, to the extent these clauses are applicable, with the same force and effect as if they are included in full text: 52.219-8 Utilization of Small Business Concerns, 52.222-26 Equal Opportunity, 52.222-35 Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era and other eligible Veterans, 52.222-36 Affirmative Action for Workers With Disabilities, 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees, 52.247-64 Preference For Privately Owned U.S. Flag Commercial Vessels, 252.225-7014 Preference for Domestic Specialty Metals, Alternative 1, 252.247-7023 Transportation of Supplies by Sea, and 252.247-7024 Notification of Transportation of Supplies by Sea.

29. ENTIRE AGREEMENT

The Agreement supersedes all previous proposals, negotiations, conversations, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms, will be binding unless made in writing and signed by duly authorized representatives of both parties.

BUREAU OF INVESTIGATIVE SERVICES
ORGANIZED CRIME DIVISION

Subject: Condition Prior to Payment of an Invoice - (For Internal Control Procedure)

Reference: Tracking of Drug Funds Expenditures

The Unit that initiated the purchase (goods and/or services) should write the following statements within the original invoice to be paid or in a report requesting settlement of an invoice:

ALL ITEM/S DESCRIBED ABOVE WAS/WERE:

1. Received in good useable condition, and
2. The required CPD-Inventory number/s (on non-consumption item/s valued at \$100.00 and above was/were:
 - tagged and registered with the Equipment and Supplies Inventory Control Section or
 - requested from the Equipment and Supplies by providing copies of the purchase documents or
 - identified by serial number/s for covert devices (list furnished OCD-Administration). Tracking of devices/s will be monitored by both TechLab and OCD-Administration.

Select one from the three - options.

08/25/09

INVOICEPAYMENT



Please Remit Payments:
 Harris Corporation, GCSD
 Citibank Delaware
 P.O. Box 7247 - LB 6759
 Philadelphia, PA 19170-6759 USA

Invoice	INV6779-02186
Date	8/20/2009
Page:	1

Invoice

BILL To:

Chicago Police Department
 Sgt. Jim Washburn
 james.washburn@
 chicagopolice.org
 3340 W. Fillmore Ave.
 Chicago, IL 60624

Original Invoice

SHIP To:

Sgt Jim Washburn
 james.washburn@
 chicagopolice.org
 3340 W. Fillmore Ave.
 Chicago, IL 60624

Purchase Order No.	Customer ID	Salesperson	Shipping Method.	Pmt Term	Ord. No.
15457	CPB-CHGIL-001	WPG2		Net 30	9-01271
Ordered	Shipped	B/O	Item Number	Description	Unit Price
1	1		STINGRAY II - UP 2046	StingRay II - Upgrade Serial Number	\$65,000.00 \$65,000.00
1	1		2009523-101	Laptop PC	\$0.00
1	1		STINGRAY II-IDEN-SW 2046	StingRay II IDEN Software Package Serial Number	\$22,000.00 \$22,000.00
1	1		PA-KIT-30W IDEN 800	PA-KIT-30W Single Band IDEN 800	\$14,000.00 \$14,000.00
1	1		PA-KIT-30W DUAL-BAN	PA-KIT-30W Dual-Band CONUS 850/1900	\$17,500.00 \$17,500.00
1	1		PA-KIT-30W 2100	PA-KIT-30W Single Band 2100 MHz	\$16,000.00 \$16,000.00
1		1	AJ-W-UG	AmberJack-X or G to AmberJack-W Upgrade	\$18,000.00 \$0.00
1		1	SPURDOG	Handheld Passive DF Tool	\$12,000.00 \$0.00

All above items received in good
 working order EXCEPT highlighted
 items

X J. Washburn
 8/20/09 PENDING

HARRIS CORP - WIRELESS PRODUCTS GROUP
 P.O. BOX 9800, M/S R5-11A
 MELBOURNE, FL 32902-9800
 PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Subtotal	\$134,500.00
Deposit	\$0.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$134,500.00



Please Remit Payments:
 Harris Corporation, GCSD
 Citibank Delaware
 P.O. Box 7247 - LB 6759
 Philadelphia, PA 19170-6759 USA

Invoice	INV6779-02186
Date	8/20/2009
Page:	1

Invoice

BILL TO:

Chicago Police Department
 Sgt. Jim Washburn
 james.washburn@
 chicagopolice.org
 3340 W. Fillmore Ave.
 Chicago, IL 60624

Original Invoice

SHIP TO:

Sgt. Jim Washburn
 james.washburn@
 chicagopolice.org
 3340 W. Fillmore Ave.
 Chicago, IL 60624

For TRACKING
 PURPOSES.

Purchase Order No.	Customer ID	Salesperson	Shipping Method	Pmt. Terms	Req. Ship Date	Harris Ord. No.	
15457	CPB-CHGIL-001	WPG2			Net 30	8/8/2009	ORD6779-01271
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1		STINGRAY II - UP 2046	StingRay II - Upgrade Serial Number		\$65,000.00	\$65,000.00
1	1		2009523-101	Laptop PC			SHOULD THESE ITEMS BE INVENTORYED NOW? 9-25-09 \$0.00
1	1		STINGRAY II-IDEN-SW 2046	StingRay II iDEN Software Package Serial Number		\$22,000.00	\$22,000.00
1	1		PA-KIT-30W IDEN 800	PA-KIT-30W Single Band iDEN 800		\$14,000.00	\$14,000.00
1	1		PA-KIT-30W DUAL-BAND	PA-KIT-30W Dual-Band CONUS 850/1900		\$17,500.00	\$17,500.00
1	1		PA-KIT-30W 2100	PA-KIT-30W Single Band 2100 MHz		\$16,000.00	\$16,000.00
1		AJW/JW		AmberJack-X or G to AmberJack-W Upgrade		\$18,000.00	\$0.00
1		SHU/DOD		Handheld Passive DF Tool		\$12,000.00	\$0.00

All above items received in good
 working order EXCEPT ITEMS HIGHLIGHTED

X. J. Washburn
 APPROVED

HARRIS CORP - WIRELESS PRODUCTS GROUP
 P.O. BOX 9800, M/S R5-11A
 MELBOURNE, FL 32902-9800
 PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Subtotal	\$134,500.00
Deposit	\$0.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$134,500.00



Quote	QTE6779-01929
Date	12/22/2008
Page	1

Quotation

BILL To:

Chicago Police Department
Sgt Jim Washburn
james.washburn@
chicagopolice.org

312-746-7922

SHIP To:

Sgt Jim Washburn
james.washburn@
chicagopolice.org
312-746-7922

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req. Ship Date	Master No.
	CPB-CHGIL-001	WPG2		Net 30	0/0/0000	2,416
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	STINGRAY II - UP	StingRay II - Upgrade	EA		\$65,000.00	\$65,000.00
1	STINGRAY II-IDEN-SW	StingRay II iDEN Software Package	EA		\$22,000.00	\$22,000.00
1	PA-KIT-30W iDEN 800	PA-KIT-30W Single Band iDEN 800	EA		\$14,000.00	\$14,000.00
1	PA-KIT-30W DUAL-BAND	PA-KIT-30W Dual-Band CONUS 850/1900	EA		\$17,500.00	\$17,500.00
1	PA-KIT-30W 2100	PA-KIT-30W Single Band 2100 MHz	EA		\$16,000.00	\$16,000.00
1	AJ-W-UG	AmberJack-X or G to AmberJack-W Upgrade (WideB	EA		\$18,000.00	\$18,000.00
1	SPURDOG	Handheld Passive DF Tool	EA		\$12,000.00	\$12,000.00
	NOTE	Delivery will be 120 days ARO unless otherwise stated. Please see attached Terms and Conditions.	*			\$0.00

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 8800, M/S R5-11A
MELBOURNE, FL 32902-8800
PH: 800-358-6207, FAX: 321-309-7437,wpg@harris.com

Approved By:

Subtotal	\$164,500.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$164,500.00

HARRIS Corporation
Government Communication Systems Division
Terms and Conditions of Sale
For
Wireless Equipment, Software and Services

1. DEFINITIONS

In addition to the terms defined elsewhere the following terms used herein have the following meanings:

- A. "Agreement" means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated, all as acknowledged by Harris on its standard acknowledgement form;
- B. "Customer" means the purchaser of Equipment, Software, or Services from Harris;
- C. "Date of Acceptance" means the date when the Customer receives an item of Equipment, Software and/or Services unless Customer otherwise notifies Harris in writing that the Equipment, Software and/or Services was delivered in a defective condition.
- D. "Equipment" means any hardware, including components, and excludes any Software or Services;
- E. "Harris" means Harris Corporation, acting through its Government Communications Systems Division;
- F. "Maintenance Agreement" means a separate agreement for maintenance of the items procured hereunder; such services are not included in this Agreement;
- G. "Purchase Order" means the Customer's purchase order as acknowledged by Harris on its standard acknowledgement form;
- H. "Purchase Price" means the purchase price as identified in the Purchase Order;
- I. "Quote" means the price quotation of Harris itemizing the purchase price and includes all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any maintenance agreement specifically included in the purchase price;
- J. "Services" means, training, maintenance support, or other services to be provided to Customer as part of the Agreement;
- K. "Software" means software and firmware, including all copies provided to Customer.

2. PROPOSAL/QUOTE VALIDITY

Prices quoted are binding upon Harris for 30 days from the date of Quote. At expiration, Harris reserves the right to adjust its prices or extend the validity period.

3. ACCEPTANCE – MODIFICATION OF TERMS.

This Agreement constitutes Customer's acceptance of Harris' offer and such acceptance is expressly made conditional on Customer's assent to the terms and conditions contained in this Agreement. The Agreement will be deemed accepted by Customer upon the first to occur (i) Customer's issuance of the Purchase Order; or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer are rejected unless expressly approved in writing by Harris. No communication from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris reasonably objects thereto, will be binding upon Harris unless such different or additional terms are incorporated into a writing signed by both Harris and Customer, making express reference to the Agreement.

4. TAXES

All prices are exclusive of all sales, use, excise, and other taxes, duties, or charges. Unless evidence of tax exempt status is provided by Customer, Customer will pay, or upon receipt of invoice from Harris, will reimburse Harris within a reasonable time after receipt of notification for, all such taxes or charges levied or imposed on Customer, or required to be collected by Harris as a result of this transaction or any part thereof.

5. CHANGES/CANCELLATION

Except as otherwise provided herein, change and/or cancellation of a Purchase Order in whole or in part by Customer will be effective only with specific written approval of Harris and may be subject to Harris' reasonable change and/or cancellation charges.

6. DELIVERY

Harris shall have the right to make, and Customer agrees to accept, shipments in more than one lot, and payment for each lot shall be due accordingly.

7. FREIGHT CHARGES AND TRANSPORTATION INSURANCE

Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and are inclusive of freight charges.

8. TITLE AND RISK OF LOSS

Title to and risk of loss for Equipment and Software media sold under the Agreement shall pass to Customer at the F.O.B. Destination

9. PAYMENT TERMS

- A. Payment for an invoice is due within thirty (30) days from the date of the invoice. Late payment shall be accrued interest at either the lower of one and half percent per month or the highest rate allowed by law, to the outstanding balance due.
- (i) Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services to be delivered or Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Order.
 - (ii) Domestic Purchase Orders for Maintenance Agreements require full payment of the Purchase Price prior to the start of the term of the Maintenance Agreement or Harris' obligation to perform.
 - (iii) International Purchase Orders are for shipments of Equipment, Software and/or Services to be performed outside the continental United States and Canada. Harris will submit an invoice after it has receipt of an approved export license; Harris will not ship any Equipment, Software nor perform any Services under the Purchase Order until it receives full payment of the Purchase Price of the Purchase Order.

10. ANNUAL MAINTENANCE AGREEMENT

Upon expiration of warranty period, Customer can execute a separate maintenance agreement with Harris for Equipment and/or Software. Such maintenance agreements are available for a percentage of the original Purchase Price of the Equipment and/or Software. Annual maintenance agreements include:

- A. Customer telephone support during normal business hours (Monday through Friday, Eastern Standard Time).
- B. Additional twelve (12) month warranty on Equipment, with respect to the Equipment Maintenance Agreement.
- C. For Software maintenance agreements it includes notification of and free access to Software upgrades as defined in the maintenance agreement.

11. EQUIPMENT RETURN POLICY

- A. Equipment Damaged in Shipment. Upon receipt of shipments, Customer must open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivering carrier within 48 hours and request an inspection. After notifying the freight carrier, Customer promptly shall contact Harris for further instructions. Damaged Equipment shall not be returned without Harris' prior authorization.
- B. Items Shipped in Error. If the Equipment Customer receives is not what the Customer ordered, Customer will promptly notify the Harris responsible for the fulfillment of the Purchase Order. Customer agrees not to discard packing material. Harris will issue a return authorization.
- C. Defective Equipment. If the Equipment Customer receives is defective, it is covered under the Harris or manufacturer's standard equipment warranty. Upon discovery of a warranty problem, Customer promptly must contact the Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued a return authorization, including a form Customer must fill out describing the nature of the Equipment defect.
- D. Other Reasons. If Customer needs to return Equipment for other reasons, Customer must contact Harris for a return authorization. Harris' customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer's request, a return authorization will be issued. Customer agrees not to return any Equipment without a return authorization. Equipment being returned is subject to restocking and other charges. CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.
- E. Upon Receipt of a Return Authorization. Return authorization numbers must appear on each individual package being returned. Customer is responsible for insuring the return for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without return authorization numbers. All Equipment being returned for credit must be returned in a timely manner and in good condition. Harris will inspect all Equipment returned. If there is damage, wear and tear, or if there are missing components or accessories, Harris may charge Customer for repair/refurbishment.

12. LIMITED WARRANTY

- A. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty shall commence on the Date of Acceptance of the individual item of Equipment and Software and terminate 12 months thereafter. Written notice of any defects shall be given to Harris upon discovery and Harris shall promptly correct such defects by repair or replacement, at its option, without charge, either FOB Harris' plant or service in the field. Harris uses new and reconditioned parts to satisfy warranty repairs and replacements under the terms of this warranty. Defective articles shall not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris shall have the right of final determination as to the existence and cause of any claimed defect.

Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:

- (i) Acts of God.
- (ii) Physical impact, crash or foreign object damage.
- (iii) Improper maintenance, storage, modification or alteration by the Customer or its Customer.
- (iv) The Customer's or its Customer operation of the items delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect.
- (v) Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use.)
- (vi) Equipment or Software subjected to misuse or detrimental exposure or negligence;
- (v) Defects caused by improper storage, use, installation or maintenance;

Note: Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.

- B. For purposes of Harris' warranties for Equipment and Software media, a defect is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, lack of care in operation, maintenance or handling. The written notice of claim of defect must include a description of the defect with detailed information, which will enable Harris to identify the defect and determine its probable cause. Components that Customer claims to be defective must be available to Harris for inspection and test. No defective equipment or parts are to be returned without first receiving written authorization and instructions from Harris. Customs clearance for all replacement parts under the warranty or otherwise will be Customer's sole responsibility.
- C. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD, IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD, IN THE CASE OF SOFTWARE MEDIA. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.
- D. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE MEDIA, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE AND IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECTED TO NEGLECT, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.
- E. THIS LIMITED WARRANTY CONSTITUTES HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE SHALL INCREASE OR EXTEND ANY HARRIS WARRANTY. THE TOTAL LIABILITY OF HARRIS AND ITS LICENSORS UNDER THIS WARRANTY SHALL, IN ANY EVENT BE SUBJECT TO THE LIMITATIONS IN THIS SECTION.

13. REPAIRS

To repair any Wireless products after the 12 month warranty has expired, call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number and an estimated cost for repair.

- (i) **Repair Policy** - To affect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory with a written description of the failure mode. Out of warranty repairs apply to any equipment and/or software whose standard 12- month warranty has expired, no maintenance agreement has been purchased and paid for, and/or any equipment and/or software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under 1 above.

Equipment and/or Software should not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number.

- (ii) **Support Policy** - Harris provides free help desk support throughout the warranty period and maintenance agreement of purchased Wireless Equipment and/or Software. Technical support is available during normal business hours EST, Monday through Friday via the help desk support center at 1-800-358-5297.

14. SOFTWARE LICENSE

- A. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The Software furnished with the Equipment shall be of the latest generation available at the time of shipment of the Equipment. Harris is under no obligation to supply updates to the Software except where expressly so stated in writing.
- B. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.
- C. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title to the Software. All rights in patents, copyrights and trade secrets in relation to the Software shall continue to be vested in Harris or its licensor.
 - (i) Customer shall keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and shall have such individuals agree in writing to the obligations contained herein. In addition, Customer shall employ reasonable measures to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and shall treat such with not lesser care than its own confidential information.
 - a. The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly stated in writing.
 - b. Customer agrees that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor shall be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, Customer agrees that if Harris or its licensor should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal.

15. DISCONTINUED AVAILABILITY/LAST TIME BUY

Customer acknowledges that Harris has made no representation about the continued availability of the Equipment and Software listed in the Agreement. Harris reserves the right, in its absolute discretion, with or without notice, without incurring any liability to Customer or otherwise, whether in contract or tort, to discontinue manufacturing or selling any of the Equipment and Software listed in the Agreement at any time or from time to time. Harris may within its discretion provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need ("last time buy") within thirty (30) days of notice. Customer's last time buy rights are limited to products available in Harris' inventory at the time of Customer's request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to Customer that the Equipment has been discontinued or for a period of ninety (90) days after notice to Customer that the Software has been discontinued.

16. INTELLECTUAL PROPERTY INDEMNIFICATION

(I) In the event any Equipment to be furnished under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it shall, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation shall be effective only if Customer shall have made all payments then due and if Harris is notified of said allegation promptly in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris shall pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that its Equipment or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement Agreement prohibit the use of the product, Harris shall at its sole option and its own expense, either: (a) Procure for Customer the right to continue using the Equipment; or (b) Replace it with a substantially equivalent non-infringing equipment; or (c) Modify it so it becomes non-infringing but substantially equivalent; or (d) If none of the above is reasonably available, terminate the Customer's right to use the Equipment and return to the Customer a pro-rata portion of the price originally paid by Customer to Harris represented by the remaining useful life of the Equipment as a percentage of the total useful life.

The foregoing indemnity does not apply to the following: (1) Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer; (2) Infringement resulting from changes or modifications made to or from the Equipment by the Customer; (3) Any settlements of a claim, suit, or proceeding made without Harris' written consent; and, (4) Any Equipment to be furnished under this Agreement which is to be delivered to the United States Government.

The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished under this Agreement.

(II) In the event any Equipment to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer agrees to defend, indemnify and hold Harris harmless to the same extent and subject to the same requirements as set forth in Harris' indemnification of Customer as set forth in (I) above.

17. TECHNICAL DATA AND INVENTION

- A. Unless specifically agreed to by Harris and identified and priced in the Agreement as a separate item or items to be delivered by Harris (and in that event, except so identified and priced), the sale of Equipment, Software and Services under the Agreement confers on Customer no right in, license under, access to, or entitlement of any kind to any of Harris' technical data including, but not limited to design, process technology, software and drawings, or to any of Harris' inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof arose out of work performed under or in connection with the Agreement, and irrespective of whether Customer has paid or is obligated to pay Harris for any part of the design or development of the Equipment, Software or Services.
- B. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris' performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.
- C. Customer shall not violate Harris' copyright of documents or Software or without Harris' written permission disclose Harris' confidential or proprietary data to others.

18. EXCUSABLE DELAY

- A. Harris will be excused from performance under the Agreement and not be liable to Customer for delay in performance attributable in whole or in part to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature, Customer's fault or negligence or where compliance with any applicable environmental law or regulation by Harris is not reasonably technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.
- B. In the event of an excusable delay, Harris will make reasonable efforts to notify Customer of the nature and extent of such delay and (1) Harris will be entitled to a schedule an extension on at least a day-for-day basis, and (2) if the delay is caused by Customer's fault or negligence, Harris will be entitled to an equitable adjustment in price under the Agreement.

19. EXPORT AND RE-EXPORT RESTRICTIONS

Customer acknowledges that the Equipment and Software sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada. Customer shall defend, indemnify and hold Harris harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section. The Customer shall supply to the Harris on a timely basis all necessary information and documentation requested by Harris in order to permit the Harris to export the Equipment, Software and/or Services with respect to any Purchase Order issued by the Customer hereunder, in accordance with the terms of this Agreement.

20. COMPLIANCE WITH WASTE RECYCLING LAWS

Customer acknowledges and agrees that the supply of the Equipment by Harris to the Customer, and the resale or re-supply of the Equipment by the Customer, may give rise to obligations for Harris and the Customer under the Environmental Laws as hereinafter defined. The Customer shall be responsible for the collection, recycling, reuse and disposal of the Equipment in compliance with the Environmental Laws. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and these terms and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive as defined hereinafter. "WEEE Directive" means the EU Directive on Waste Electrical Equipment and shall include any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority. Harris may arrange for services, paid for by Customer, to recycle or dispose of Harris manufactured products in compliance with the Environmental Laws. The Customer shall indemnify and hold Harris and each of its affiliates harmless against all expenses, costs, claims, liabilities or damage of any nature incurred by any of them relating to the collection, recycling, reuse and disposal of any Equipment or otherwise arising in connection with their respective obligations under the Environmental Laws, or by reason of any failure or alleged failure by the Customer to comply with its obligations under the Environmental Laws. The Customer shall provide Harris with such compliance plans or other documents and information that Harris may reasonably request to enable Harris and its affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of their respective obligations under this Section and the Environmental Laws.

21. LIMITATION OF LIABILITY

CUSTOMER IS EXPRESSLY NOTIFIED THAT UNDER NO CIRCUMSTANCES SHALL HARRIS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PARTY, INCLUDING THIRD PARTIES, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY). IN NO EVENT SHALL HARRIS' LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED HEREUNDER. THIS SECTION SHALL SURVIVE THE TERM OR EXPIRATION OF THIS AGREEMENT. CUSTOMER AGREES TO INDEMNIFY HARRIS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR SOFTWARE.

22. APPLICABLE LAW, VENUE, AND JURISDICTION

The Agreement, and any disputes related thereto, shall be governed by and interpreted in accordance with the laws of the State of Florida, USA, regardless of any conflict of law principles requiring the application of any other law. The parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to the Agreement, to the contractual relationship created under the Agreement, and to the construction, validity, enforcement, and interpretation of the Agreement. The parties agree that the exclusive venue for any action arising out of or related to the Agreement shall be in the courts with the appropriate jurisdiction located in Brevard County, Florida, and each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of the Agreement shall be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.

23. JURY WAIVER

CUSTOMER AND HARRIS FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION RELATING TO THE DISPUTE OR INTERPRETATION OF THE AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. THE PARTIES SPECIFICALLY ACKNOWLEDGE THAT THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY AFTER AN ADEQUATE OPPORTUNITY TO NEGOTIATE ITS TERMS AND THAT SUCH WAIVER IS MATERIAL CONSIDERATION FOR THE SALE AND PURCHASE CONTEMPLATED HEREBY.

24. ASSUMPTION OF RISK

Each party hereto acknowledges (a) the risks of its undertakings hereunder, (b) the uncertainty of the benefits and obligations hereunder, and (c) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party's opinion shall be the basis of that party's decision to enter into the Agreement.

25. RELIANCE ON COUNSEL, AND OTHER ADVISORS

Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into the Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of the Agreement, and the Agreement shall not be construed against either party as the drafter.

26. COMPLIANCE WITH APPLICABLE LAWS

Customer warrants that Customer shall comply with any and all applicable US federal and state laws, and shall operate in good faith to comply with other laws and regulations and industry best practices, applicable to such party's performance hereunder, and shall promptly act to correct any noncompliance once identified.

27. GENERAL PROVISIONS

- A. **Publicity.** Neither party will, without the prior written consent of the other party: (a) make any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or (b) in any manner advertise or publish the fact of this Agreement.
- B. **Default.** If Customer defaults in any of Customer's obligations hereunder, including, but not limiting to failure to pay all sums when due, Customer will be liable for all costs to Harris resulting from Harris' attempt to enforce its rights hereunder, including, but not limited to collection agency fees, attorney fees, court costs, etc.

- C. Assignment. Customer shall not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.
- D. Enforceability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which shall continue in full force and effect.
- E. No Waiver. Waiver or failure by Harris to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any terms or condition herein, will not be a future waiver of any such right, or be a waiver of any other term, condition or remedy contained herein.
- F. Notices. All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile, if confirmed within three (3) business days by one of the other methods herein, at the addresses or facsimile numbers indicated or to such other addresses or facsimile numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to Harris Corporation, PO Box 37, MS: R5/11A, Melbourne, FL 32902 Attention: Contracts Manager.
- G. English Language. The Parties confirm that it is their wish that this Agreement, as well as any other documents relating hereto including notices, have been and shall be drawn up in English only.
- H. GSA. All purchase orders under GSA Schedule #GS-35F-0283J are subject to the GSA Terms and Conditions which will supersede all other Terms and Conditions provided.

28. CLAUSES INCORPORATED BY REFERENCE

The following Federal Acquisition Regulations/Defense Federal Acquisition Supplement ("FAR/DFARS") clauses are incorporated herein by reference, to the extent these clauses are applicable, with the same force and effect as if they are included in full text: 52.219-8 Utilization of Small Business Concerns, 52.222-26 Equal Opportunity, 52.222-35 Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era and other eligible Veterans, 52.222-36 Affirmative Action for Workers With Disabilities, 52.222-39 Notification of Employees Rights Concerning Payment of Union Dues or Fees, 52.247-64 Preference For Privately Owned U.S. Flag Commercial Vessels, 252.225-7014 Preference for Domestic Specialty Metals, Alternate I, 252.247-7023 Transportation of Supplies by Sea, and 252.247-7024 Notification of Transportation of Supplies by Sea.

29. ENTIRE AGREEMENT

The Agreement supersedes all previous proposals, negotiations, conversations, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms, will be binding unless made in writing and signed by duly authorized representatives of both parties.

BUREAU OF INVESTIGATIVE SERVICES
ORGANIZED CRIME DIVISION

Subject: Condition Prior to Payment of an Invoice - (For Internal Control Procedure)

Reference: Tracking of Drug Funds Expenditures

The Unit that initiated the purchase (goods and/or services) should write the following statements within the original invoice to be paid or in a report requesting settlement of an invoice:

ALL ITEM/S DESCRIBED ABOVE WAS/WERE:

1. Received in good useable condition, and
2. The required CPD-Inventory number/s (on non-consumption item/s valued at \$100.00 and above was/were:
 - tagged and registered with the Equipment and Supplies Inventory Control Section or
 - requested from the Equipment and Supplies by providing copies of the purchase documents or
 - identified by serial number/s for covert devices (list furnished OCD-Administration). Tracking of devices/s will be monitored by both TechLab and OCD-Administration.

Select one from the three - options.

08/25/09

FINANCE DIVISION

27 SEP 10 AM 9:33
27 September 2010

Copy

TO: Nicholas J. Roti
Chief
Organized Crime Division

ATTN: Lt. Brian Daly
Commanding Officer

FROM: James T. Collins
Administrative Manager
Finance Division

SUBJECT: 10-191-021 - Cellular Tracking System

The Finance Division is requesting a check in the amount of \$157,300.00 from the 1505 Account for the above referenced project. Attached is the documentation regarding this request.

If you have any questions or require additional information, please call me on PAX 0510.

Jam T Coll

James T. Collins
Administrative Manager
Finance Division

APPROVED:

B. Daly
Lt. Brian Daly
Commanding Officer
Organized Crime Division

N. Roti
Nicholas J. Roti
Chief
Organized Crime Division

RECEIVED:
Check #: 5127
For \$: 157,300.00
Date: 29 Sept 10
Signature: *Jam T Coll*



Invoice	INV6779-02738
Date	12/14/2010
Page	1

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5287, FAX: 321-309-7437, wpg@harris.com

Invoice

Bill To:			
Chicago Police Bureau of Investigative Services James Washburn 3340 W. Fillmore Ave James.washburn@chicagopolice.org Chicago IL 60624			

Ship To:			
Chicago Police Department Attn: Sgt James Washburn 3340 W. Fillmore Ave. 1-312-746-7922 Chicago IL 60624			

Purchase Order No.	Customer ID	Salesperson	Shipping Method	Pmt Terms	Req Ship Date	Harris Ord No.
10152	CPB-CHGIL-001	WPG3	BEST WAY	Net 30	2/2/2011	ORD6779-01635
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price
1	1	KINGFISH	601	KingFish Serial Number		\$27,800.00
1	1	KF-CDMA-SW	601	KingFish CDMA Software Package Serial Number		\$18,100.00
1	1	KF-GSM-SW	601	KingFish GSM Software Package Serial Number		\$18,100.00
1	1	KF-IDEN-SW	601	KingFish iDEN Software Package Serial Number		\$18,100.00
1	1	2014069-101	601	Rugged Mini-PC Controller (GD Go Book) Serial Number		\$5,500.00
1	1	PA-KIT-25W-CONUS	S/N: 1123	High Powered Filtered 25W PA Kit-800/85		\$11,500.00
1	1	CONV-2100/1700-W/BF	S/N: 1027	Band IV - AWS Converter - CONUS		\$19,800.00
1	1	AJ-W	488	AmberJack Wide Band DF Antenna Serial Number		\$38,400.00

Remit Payment To:

Subtotal	\$157,300.00
Deposit	\$0.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$157,300.00

Please reference the invoice number with your payment.



SHIPPER

1. SHIPMENT NO.	2. REFERENCE #	3. CONTRACT NUMBER/P.O. NUMBER	4. SUPPLEMENTS & CHANGE ORDERS		5. PROJECT/ACTIVITY or DEPT
	CHICAGO 152	10152			6779-X953
6. SHIPPED VIA ATF - FEDEX - SAVER			7. PAYMENT TERMS: ** SEE BELOW	8. DATE SHIPPED	9. PAGE OF 6
10. SHIPMENT INITIATED BY JBLUSCI (JBLUSCI@HARRIS.COM) 09-7326			11. SHIPMENT AUTHORIZED BY JBLONINE (JBLONINE@HARRIS.COM) 09-7319	12. ACCEPTANCE POINT FOB DESTINATION	1 1
13. PRIME CONTRACTOR HARRIS CORPORATION, GCSD P.O. BOX 37 MELBOURNE, FL 32902			14. PRIME CONTRACT ADMINISTERED BY		
15. SHIPPED FROM [IF OTHER THAN 11] HARRIS CORPORATION, GCSD 407 N. JOHN RODES BLVD MELBOURNE, FL 32934			16. PAYMENT WILL BE MADE BY		
17. SHIPPED TO CHICAGO POLICE DEPT. 3340 W. FILLMORE AVE. CHICAGO, IL 60624			18. MARKED FOR ATTN: SGT JAMES WASHBURN RMA: PHONE: 312-748-7922 FAX:		
19. ITEM NO.	20. DESCRIPTION		21. QTY TO SHIP	22. UNIT OF MEASURE	23. UNIT PRICE
001	KINGFISH S/N 601		1	EA	\$27,800.00
002	KF-CDMA-SW KINGFISH CDMA SW PACKAGE		1	EA	\$18,100.00
003	KF-GSM-SW KINGFISH GSM SW PACKAGE		1	EA	\$18,100.00
004	KF-IDEN-SW KINGFISH IDEN SW PACKAGE		1	EA	\$18,100.00
005	2014069-101 GO BOOK		1	EA	\$5,500.00
006	PA-KIT-25W-CONUS S/N 1123		1	EA	\$11,500.00
007	CONV-2100/1700-W/BP BAND I CONV S/N 1027		1	EA	\$19,800.00
008	AJ-W AMBERJACK-W S/N 488		1	EA	\$38,400.00
DIMS & TRACKING #'s: 1 CTN - 21 x 21 x 9 @ 12# - 7941 8497 2046 1 CTN - 25 x 22 x 13 @ 42# - 7941 8497 2127 1 CTN - 25 x 22 x 13 @ 42# - 7941 8497 2219 1 CTN - 25 x 25 x 13 @ 46# - 7941 8497 2399 1 CTN - 19 x 12 x 23 @ 35# - 7941 8497 2491					
AFTER THE FACT SHIPPER DATED 07 DEC 10 - PARTS WERE SHIPPED AS DATED ABOVE.					
25. EXPORT INFO	COUNTRY OF ORIGIN: TOTAL VALUE OF SHIPMENT (USD): LICENSE NUMBER: EXP DATE: LODGED:		AES XTN: AES ITN: INCO: ENTRY NUMBER:		
26. REASON FOR SHIPMENT CONTRACTUAL			27. PACKAGED BY MM	DATE	
28. SHIPPING INSPECTOR J. RUDOLPH Q49 08-Dec-10			29. DIMENSIONS ** SEE ABOVE	30. TYPED BY rhl	
				31. NUMBER OF PIECES 5 CTNS	32. WEIGHT (pounds) 177#
33. CHOOSE ONE			34. SHIPPER NUMBER R11-0566		
SIGNATURE H-617-8 (REV 08/08)			DATE		

Delivery Details

**Chicago Police Department
Organized Crime Division**

3340 W. Fillmore Ave.
Chicago, IL 60624
Phone: 312-747-7922
james.washburn@chicagopolice.org

DATE: 11/4/2010
P.O. #: 10152

Harris Corp - Wireless Products Group
p.0. Box 9800 M/S R5-11A
Melbourne, FL
32902-9800
800-358-5297

Sgt. James Washburn
Chicago Police Department
3340 W. Fillmore Ave.
Chicago, IL 60624
312-746-7922

COPY

ITEM NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL
King Fish	King Fish	1	27,800.00	27,800.00
KF-CDMA-SW	King Fish CDMA Software Package	1	18,100.00	18,100.00
KF-GSM-SW	King Fish GSM Software Package	1	18,100.00	18,100.00
KF-IDEN-SW	King Fish IDEN Software Package	1	18,100.00	18,100.00
2014069-101	Rugged Mini-PC Controller (Go Book)	1	5,500.00	5,500.00
PA-KIT-25W-CONUS	High Powered 25W PA Kit	1	11,500.00	11,500.00
CONV-2100/1700-W/BP	Bond 1Y-AWS Converter-CONUS	1	19,800.00	19,800.00
AJ-W	Amber Jack Wide Band DF Antenna	1	38,400.00	38,400.00

All Equipment per quote# QTE6779-02485
Training Included on Site at Homan Square

SUBTOTAL \$ 157,300.00
TAX RATE NA
Shipping

TOTAL \$157,300.00

Sergeant James Washburn #1765
Authorized by

If you have any questions about this purchase order, please contact
Sgt. James Washburn, 312-746-7922, FAX 312-746-7278

BUREAU OF INVESTIGATIVE SERVICES
ORGANIZED CRIME DIVISION

20 August 2010

To: Theodore F. O'Keefe
Deputy Superintendent
Bureau of Administrative Services

Attn.: Frank F. Wilson ✓
Director
Finance Division

From: Nicholas Roti
Chief
Organized Crime Division

Subject: Purchase Request - King Fish Cellular Telephone Tracking System

Forwarded is the approved report to provide \$157,300.00 from the 1505 Fund for the purchase of a KING FISH Cellular Telephone Tracking System, per attached Contract and Quotation #QTB6779-02485 dated May 18, 2010 from Harris Corporation.

Kindly initiate the purchasing process in accordance with the Department's procurement protocol. Thanks.


NICHOLAS ROTI
Chief
Organized Crime Division

APPROVED:


STEVE PETERSON
Deputy Superintendent
Bureau of Investigative Services



Quote	QTE0779-02485
Date	5/18/2010
Page:	1

Quotation

Bill To:

Chicago Police Bureau of Investigative Service
Sgt. Jim Washburn
james.washburn@
chicagopolice.org
Chicago, IL 60624
3340 W. Fillmore Ave.

Ship To:

Sgt. Jim Washburn
james.washburn@
chicagopolice.org
3340 W. Fillmore Ave.
Chicago, IL 60624

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req. Ship Date	Master No.
	CPB-CHGIL-001	WPG3		Net 30	0/0/0000	3,050
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	KINGFISH	KingFish	EA		\$27,800.00	\$27,800.00
1	KF-CDMA-SW	KingFish CDMA Software Package	EA		\$18,100.00	\$18,100.00
1	KF-GSM-SW	KingFish GSM Software Package	EA		\$18,100.00	\$18,100.00
1	KF-IDEN-SW	KingFish iDEN Software Package	EA		\$18,100.00	\$18,100.00
1	2014069-101	Rugged Mini-PC Controller (GD Go Book)	EA		\$5,500.00	\$5,500.00
1	PA-KIT-25W-CONUS	High Powered Filtered 25W PA Kit-800/850/2100 MHZ	EA		\$11,500.00	\$11,500.00
1	CONV-2100/1700-W/BP	Band IV - AWS Converter - CONUS	EA		\$19,800.00	\$19,800.00
1	AJ-W	AmberJack Wide Band DF Antenna	EA		\$38,400.00	\$38,400.00
	NOTE	Delivery will be 90 days ARO unless otherwise stated. Prices are subject to change. Quotes are valid 180 days from date of issue. Attached Ts&Cs are applicable to all resultant orders.	*			\$0.00

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Approved By:

Subtotal	\$157,300.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$157,300.00

8-30-10 - forwarded to B.I.D.
DEP. Supt.

BUREAU OF INVESTIGATIVE SERVICES
ORGANIZED CRIME DIVISION

20 August 2010

To: Theodore F. O'Keefe
Deputy Superintendent
Bureau of Administrative Services

Attn.: Frank F. Wilson
Director
Finance Division

From: Nicholas Roti
Chief
Organized Crime Division

Subject: Purchase Request - King Fish Cellular Telephone Tracking System

Forwarded is the approved report to provide \$157,300.00 from the 150S Fund for the purchase of a KING FISH Cellular Telephone Tracking System, per attached Contract and Quotation #QTE6779-02485 dated May 18, 2010 from Harris Corporation.

Kindly initiate the purchasing process in accordance with the Department's procurement protocol. Thanks.



NICHOLAS ROTI
Chief
Organized Crime Division

APPROVED:

STEVE PETERSON
Deputy Superintendent
Bureau of Investigative Services



Quote	QTE6779-02485
Date	5/18/2010
Page:	1

Quotation

Bill To:

Chicago Police Bureau of Investigative Service
Sgt. Jim Washburn
james.washburn@
chicagopolice.org
Chicago, IL 60624
3340 W. Fillmore Ave.

Ship To:

Sgt. Jim Washburn
james.washburn@
chicagopolice.org
3340 W. Fillmore Ave.
Chicago, IL 60624

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req. Ship Date	Master No.
	CPB-CHGIL-001	WPG3		Net 30	0/0/0000	3,050
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	KINGFISH	KingFish	EA		\$27,800.00	\$27,800.00
1	KF-CDMA-SW	KingFish CDMA Software Package	EA		\$18,100.00	\$18,100.00
1	KF-GSM-SW	KingFish GSM Software Package	EA		\$18,100.00	\$18,100.00
1	KF-IDEN-SW	KingFish iDEN Software Package	EA		\$18,100.00	\$18,100.00
1	2014069-101	Rugged Mini-PC Controller (GD Go Book)	EA		\$5,500.00	\$5,500.00
1	PA-KIT-25W-CONUS	High Powered Filtered 25W PA Kit-800/850/2100 MH	EA		\$11,500.00	\$11,500.00
1	CONV-2100/1700-W/BP	Band IV - AWS Converter - CONUS	EA		\$19,800.00	\$19,800.00
1	AJ-W	AmberJack Wide Band DF Antenna	EA		\$38,400.00	\$38,400.00
	NOTE Delivery will be 90 days ARO unless otherwise stated. Prices are subject to change. Quotes are valid 180 days from date of issue. Attached Ts&Cs are applicable to all resultant orders.					\$0.00

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437,wpg@harris.com

Approved By:

Subtotal	\$157,300.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$157,300.00

HARRIS Corporation
Government Communication Systems Division
Terms and Conditions of Sale
For
Wireless Equipment, Software and Services

1. DEFINITIONS

In addition to the terms defined elsewhere the following terms used herein have the following meanings:

- A. "Agreement" means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated, all as acknowledged by Harris on its standard acknowledgement form;
- B. "Customer" means the purchaser of Equipment, Software, or Services from Harris;
- C. "Date of Acceptance" means the date when the Customer receives an item of Equipment, Software and/or Services unless Customer otherwise notifies Harris in writing that the Equipment, Software and/or Services was delivered in a defective condition;
- D. "Equipment" means any hardware, including components, and excludes any Software or Services;
- E. "Harris" means Harris Corporation, acting through its Government Communications Systems Division;
- F. "Maintenance Agreement" means a separate agreement for maintenance of the items procured hereunder; such services are not included in this Agreement;
- G. "Purchase Order" means the Customer's purchase order as acknowledged by Harris on its standard acknowledgement form;
- H. "Purchase Price" means the purchase price as identified in the Purchase Order;
- I. "Quote" means the price quotation of Harris itemizing the purchase price and includes all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any maintenance agreement specifically included in the purchase price;
- J. "Services" means, training, maintenance support, or other services to be provided to Customer as part of the Agreement;
- K. "Software" means software and firmware, including all copies provided to Customer.

2. PROPOSAL/QUOTE VALIDITY

Prices quoted are binding upon Harris for 30 days from the date of Quote. At expiration, Harris reserves the right to adjust its prices or extend the validity period.

3. ACCEPTANCE – MODIFICATION OF TERMS.

This Agreement constitutes Customer's acceptance of Harris' offer and such acceptance is expressly made conditional on Customer's assent to the terms and conditions contained in this Agreement. The Agreement will be deemed accepted by Customer upon the first to occur (i) Customer's issuance of the Purchase Order; or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer are rejected unless expressly approved in writing by Harris. No communication from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris reasonably objects thereto, will be binding upon Harris unless such different or additional terms are incorporated into a writing signed by both Harris and Customer, making express reference to the Agreement.

4. TAXES

All prices are exclusive of all sales, use, excise, and other taxes, duties, or charges. Unless evidence of tax exempt status is provided by Customer, Customer will pay, or upon receipt of invoice from Harris, will reimburse Harris within a reasonable time after receipt of notification for, all such taxes or charges levied or imposed on Customer, or required to be collected by Harris as a result of this transaction or any part thereof.

5. CHANGES/CANCELLATION

Except as otherwise provided herein, change and/or cancellation of a Purchase Order in whole or in part by Customer will be effective only with specific written approval of Harris and may be subject to Harris' reasonable change and/or cancellation charges.

6. DELIVERY

Harris shall have the right to make, and Customer agrees to accept, shipments in more than one lot, and payment for each lot shall be due accordingly.

7. FREIGHT CHARGES AND TRANSPORTATION INSURANCE

Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and are inclusive of freight charges.

8. TITLE AND RISK OF LOSS

Title to and risk of loss for Equipment and Software media sold under the Agreement shall pass to Customer at the F.O.B. Destination.

9. PAYMENT TERMS

- A. Payment for an invoice is due within thirty (30) days from the date of the invoice. Late payment shall be accrued interest at either the lower of one and half percent per month or the highest rate allowed by law, to the outstanding balance due.
- (i) Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services to be delivered or Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Orders.
- (ii) Domestic Purchase Orders for Maintenance Agreements require full payment of the Purchase Price prior to the start of the term of the Maintenance Agreement or Harris' obligation to perform.
- (iii) International Purchase Orders are for shipments of Equipment, Software and/or Services to be performed outside the continental United States and Canada. Harris will submit an invoice after it has receipt of an approved export license; Harris will not ship any Equipment, Software nor perform any Services under the Purchase Order until it receives full payment of the Purchase Price of the Purchase Order.

10. ANNUAL MAINTENANCE AGREEMENT

Upon expiration of warranty period, Customer can execute a separate maintenance agreement with Harris for Equipment and/or Software. Such maintenance agreements are available for a percentage of the original Purchase Prices of the Equipment and/or Software. Annual maintenance agreements include:

- A. Customer telephone support during normal business hours (Monday through Friday, Eastern Standard Time).
- B. Additional twelve (12) month warranty on Equipment, with respect to the Equipment Maintenance Agreement.
- C. For Software maintenance agreements it includes notification of and free access to Software upgrades as defined in the maintenance agreement.

11. EQUIPMENT RETURN POLICY

- A. Equipment Damaged in Shipment. Upon receipt of shipment, Customer must open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivering carrier within 48 hours and request an inspection. After notifying the freight carrier, Customer promptly shall contact Harris for further instructions. Damaged Equipment shall not be returned without Harris' prior authorization.
- B. Items Shipped in Error. If the Equipment Customer receives is not what the Customer ordered, Customer will promptly notify the Harris responsible for the fulfillment of the Purchase Order. Customer agrees not to discard packing material. Harris will issue a return authorization.
- C. Defective Equipment. If the Equipment Customer receives is defective, it is covered under the Harris or manufacturer's standard equipment warranty. Upon discovery of a warranty problem, Customer promptly must contact the Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued a return authorization, including a form Customer must fill out describing the nature of the Equipment defect.
- D. Other Reasons. If Customer needs to return Equipment for other reasons, Customer must contact Harris for a return authorization. Harris' customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer's request, a return authorization will be issued. Customer agrees not to return any Equipment without a return authorization. Equipment being returned is subject to restocking and other charges. **CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.**
- E. Upon Receipt of a Return Authorization, Return authorization numbers must appear on each individual package being returned. Customer is responsible for insuring the return for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without return authorization numbers. All Equipment being returned for credit must be returned in a timely manner and in good condition. Harris will inspect all Equipment returned. If there is damage, wear and tear, or if there are missing components or accessories, Harris may charge Customer for repair/refurbishment.

12. LIMITED WARRANTY

- A. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty shall commence on the Date of Acceptance of the individual items of Equipment and Software and terminate 12 months thereafter. Written notice of any defects shall be given to Harris upon discovery and Harris shall promptly correct such defects by repair or replacement, at its option, without charge, either FOB Harris' plant or service in the field. Harris uses new and reconditioned parts to satisfy warranty repairs and replacements under the terms of this warranty. Defective articles shall not be returned to the Harris Factor without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris shall have the right of final determination as to the existence and cause of any claimed defect.

Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:

- (i) Acts of God,
- (ii) Physical impact, crash or foreign object damage,
- (iii) Improper maintenance, storage, modification or alteration by the Customer or its Customer,
- (iv) The Customer's or its Customer operation of the items delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect,
- (v) Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use),
- (vi) Equipment or Software subjected to misuse or detrimental exposure or negligence;
- (v) Defects caused by improper storage, use, installation or maintenance;

Note: Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.

- B. For purposes of Harris' warranties for Equipment and Software media, a defect is defined as a failure of any unit or component manufactured supplied by Harris that is not attributable to unauthorized modification or alteration, lack of care in operation, maintenance or handling. If written notice of claim of defect must include a description of the defect with detailed information, which will enable Harris to identify the defect and determine its probable cause. Components that Customer claims to be defective must be available to Harris for inspection and test. No defective Equipment or parts are to be returned without first receiving written authorization and instructions from Harris. Customs clearance for all replacement parts under the warranty or otherwise will be Customer's sole responsibility.
- C. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD, IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD, IN THE CASE OF SOFTWARE MEDIA. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES OF HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.
- D. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE MEDIA, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE AND IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECT TO NEGLECT, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.
- E. THIS LIMITED WARRANTY CONSTITUTES HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE SHALL INCREASE OR EXTEND ANY HARRIS WARRANTY. THE TOTAL LIABILITY OF HARRIS AND ITS LICENSORS UNDER THIS WARRANTY SHALL IN ANY EVENT BE SUBJECT TO THE LIMITATIONS IN THIS SECTION.

13. REPAIRS

To repair any Wireless products after the 12 month warranty has expired, call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number and an estimated cost for repair.

- (i) Repair Policy - To effect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory with a written description of the failure mode. Out of warranty repairs apply to any equipment and/or software whose standard 12-month warranty has expired, no maintenance agreement has been purchased and paid for, and/or any equipment and/or software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under Fabrics.

Equipment and/or Software should not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number.

- (ii) Support Policy - Harris provides free help desk support throughout the warranty period and maintenance agreement of purchased Wireless Equipment and/or Software. Technical support is available during normal business hours EST, Monday through Friday via the help desk support center at 1-800-358-5297.

14. SOFTWARE LICENSE

- A. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The Software furnished with the Equipment shall be of the latest generation available at the time of shipment of the Equipment. Harris is under no obligation to supply updates to the Software except where expressly so stated in writing.
- B. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.
- C. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title to the Software. All rights in patents, copyrights and trade secrets in relation to the Software shall continue to be vested in Harris or its licensor.
 - (i) Customer shall keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and shall have such individuals agree in writing to the obligations contained herein. In addition, Customer shall employ reasonable measures to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and shall treat such with not lesser care than its own confidential information.
 - a). The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly stated in writing.
 - b). Customer agrees that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor shall be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, Customer agrees that if Harris or its licensor should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal.

15. DISCONTINUED AVAILABILITY/LAST TIME BUY

Customer acknowledges that Harris has made no representation about the continued availability of the Equipment and Software listed in the Agreement. Harris reserves the right, in its absolute discretion, with or without notice, without incurring any liability to Customer or otherwise, whether in contract, tort, to discontinue manufacturing or selling any of the Equipment and Software listed in the Agreement at any time or from time to time. Harris may with its discretion provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need ("last time buy") within thirty (30) days of notice. Customer's last time buy rights are limited to products available in Harris' inventory at the time of Customer request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to Customer that the Equipment has been discontinued or for a period of ninety (90) days after notice to Customer that the Software has been discontinued.

16. INTELLECTUAL PROPERTY INDEMNIFICATION

(I) In the event any Equipment to be furnished under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it shall, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation shall be effective only if Customer shall have made all payments then due and if Harris is notified of and allegation promptly in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris shall pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that its Equipment or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement Agreement prohibit the use of the product, Harris shall at its sole option and its own expense, either: (a) Procure for Customer the right to continue using the Equipment; or (b) Replace it with a substantially equivalent non-infringing equipment; or (c) Modify it so it becomes non-infringing but substantially equivalent; or (d) If none of the above is reasonably available, terminate the Customer's right to use the Equipment and return to the Customer a pro-rata portion of the price originally paid by Customer to Harris represented by the remaining useful life of the Equipment as a percentage of the total useful life.

The foregoing indemnity does not apply to the following: (1) Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer; (2) Infringement resulting from changes or modifications made to or from the Equipment by the Customer; (3) Any settlements of a claim, suit, or proceeding made without Harris' written consent; and, (4) Any Equipment to be furnished under this Agreement which is to be delivered to the United States Government.

The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished under this Agreement.

(II) In the event any Equipment to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer agrees to defend, indemnify and hold Harris harmless to the same extent and subject to the same requirements as set forth in Harris' indemnification of Customer as set forth in (I) above.

17. TECHNICAL DATA AND INVENTION

- A. Unless specifically agreed to by Harris and identified and priced in the Agreement as a separate item or items to be delivered by Harris (and in that event, except as identified and priced), the sale of Equipment, Software and Services under the Agreement conveys to Customer no right in, license under, access to, or entitlement of any kind to any of Harris' technical data including, but not limited to, design, process technology, software and drawings, or to any of Harris' inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof arose out of work performed under or in connection with the Agreement, and irrespective of whether Customer has paid or is obligated to pay Harris for any part of the design or development of the Equipment, Software or Services.
- B. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris' performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.
- C. Customer shall not violate Harris' copyright of documents or Software or without Harris' written permission disclose Harris' confidential or proprietary data to others.

18. EXCUSABLE DELAY

- A. Harris will be excused from performance under the Agreement and not be liable to Customer for delay in performance attributable in whole or in part to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature, Customer's fault or negligence or where compliance with any applicable environmental law or regulation by Harris is not reasonably technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.
- B. In the event of an excusable delay, Harris will make reasonable efforts to notify Customer of the nature and extent of such delay and (1) Harris will be entitled to a schedule an extension on at least a day-for-day basis, and (2) if the delay is caused by Customer's fault or negligence, Harris will be entitled to an equitable adjustment in price under the Agreement.

19. EXPORT AND RE-EXPORT RESTRICTIONS

Customer acknowledges that the Equipment and Software sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada. Customer shall defend, indemnify and hold Harris harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section. The Customer shall supply to the Harris on a timely basis all necessary information and documentation requested by Harris in order to permit the Harris to export the Equipment, Software, and/or Services with respect to any Purchase Order issued by the Customer hereunder, in accordance with the terms of this Agreement.

20. COMPLIANCE WITH WASTE RECYCLING LAWS

Customer acknowledges and agrees that the supply of the Equipment by Harris to the Customer, and the resale or re-supply of the Equipment by the Customer may give rise to obligations for Harris and the Customer under the Environmental Laws as hereinafter defined. The Customer shall be responsible for the collection, recycling, reuse and disposal of the Equipment in compliance with the Environmental Laws. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and these terms and includes but is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive as defined hereinafter. "WEEE Directive" means the EU Directive on Waste Electrical and Electronic Equipment which shall include any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but not limited to, statutes and subordinate legislation, ordinances, permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority. Harris may arrange for services, paid for by Customer, to recycle or dispose of Harris manufactured products in compliance with the Environmental Laws. The Customer shall indemnify and hold Harris and each of its affiliates harmless against all expenses, costs, claim liabilities or damage of any nature incurred by any of them relating to the collection, recycling, reuse and disposal of any Equipment or otherwise arising in connection with their respective obligations under the Environmental Laws, or by reason of any failure or alleged failure by the Customer to comply with obligations under the Environmental Laws. The Customer shall provide Harris with such compliance plans or other documents and information that Harris may reasonably request to enable Harris and its affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of the respective obligations under this Section and the Environmental Laws.

21. LIMITATION OF LIABILITY

CUSTOMER IS EXPRESSLY NOTIFIED THAT UNDER NO CIRCUMSTANCES SHALL HARRIS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PARTY, INCLUDING THIRD PARTIES, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY). IN NO EVENT SHALL HARRIS' LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED HEREUNDER. THIS SECTION SHALL SURVIVE THE TERM OF EXPIRATION OF THIS AGREEMENT. CUSTOMER AGREES TO INDEMNIFY HARRIS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR SOFTWARE.

22. APPLICABLE LAW, VENUE, AND JURISDICTION

The Agreement, and any disputes related thereto, shall be governed by and interpreted in accordance with the laws of the State of Florida, USA, regardless of any conflict of law principles requiring the application of any other law. The parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to the Agreement, to the contractual relationship created under the Agreement, and to the construction, validity, enforcement, and interpretation of the Agreement. The parties agree that the exclusive venue for any action arising out of or related to the Agreement shall be in the courts with the appropriate jurisdiction located in Brevard County, Florida, and each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of the Agreement shall be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.

23. JURY WAIVER

CUSTOMER AND HARRIS FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF AN ACTION RELATING TO THE DISPUTE OR INTERPRETATION OF THE AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. THE PARTIES SPECIFICALLY ACKNOWLEDGE THAT THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY AFTER ADEQUATE OPPORTUNITY TO NEGOTIATE ITS TERMS AND THAT SUCH WAIVER IS MATERIAL CONSIDERATION FOR THE SALE AND PURCHASE CONTEMPLATED HEREBY.

24. ASSUMPTION OF RISK

Each party hereto acknowledges (a) the risks of its undertakings hereunder, (b) the uncertainty of the benefits and obligations hereunder, and (c) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party's opinion shall be the basis of that party's decision to enter into the Agreement.

25. RELIANCE ON COUNSEL AND OTHER ADVISORS

Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into the Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of the Agreement, and the Agreement shall not be construed against either party as the drafter.

26. COMPLIANCE WITH APPLICABLE LAWS

Customer warrants that Customer shall comply with any and all applicable US federal and state laws, and shall operate in good faith to comply with other law and regulations and industry best practices, applicable to such party's performance hereunder, and shall promptly act to correct any noncompliance once identified.

27. GENERAL PROVISIONS

- A. **Publicity.** Neither party will, without the prior written consent of the other party: (a) make any news release, public announcement, denial confirmation of this Agreement or its subject matter; or (b) in any manner advertise or publish the fact of this Agreement.
- B. **Default.** If Customer defaults in any of Customer's obligations hereunder, including, but not limited to failure to pay all sums when due, Customer will be liable for all costs to Harris resulting from Harris' attempt to enforce its rights hereunder, including, but not limited to collection agency fee, attorney fees, court costs, etc.

RE: Harris KING FISH - Purchase Agreement

Bayani, Rogeli

Sent: Friday, August 20, 2010 2:40 PM

To: Washburn, James R.

Thanks. I'm only after complete documentation, it is my duty as an accountant.

From: Washburn, James R.

Sent: Friday, August 20, 2010 2:38 PM

To: Bayani, Rogeli

Subject: Re: Harris KING FISH - Purchase Agreement

I will get a new quote with the proper "Bill to" information. It will not be available until next week. I will also do a new request letter and hand carry it down to Joe and Nick next week.

From: Bayani, Rogeli

To: Washburn, James R.

Cc: Hall, Maryet N.

Sent: Fri Aug 20 14:06:25 2010

Subject: Harris KING FISH - Purchase Agreement

The covering agreement attached to the purchase request starts with condition 9 - Payment Terms. Please forward to the Fiscal Unit the other missing pages/conditions to complete documentation.

Also, explain why Bill To; (in the Harris' Quotation) is addressed to Chicago Police Bureau of Investigative Services, Attn: Denise Elmazi, Sayers As Agent for Technology Finance LLC, Mt. Prospect, IL 60056, 1150 Feehanville Drive.

Include also Harris status as a supplier, and who will handle the purchase, normally the Chicago Department of Purchasing thru the CPD Finance Division.

It would be better to rewrite the purchase request accordingly. Also note that I earlier informed you of the new requirement by the Superintendent for OCD Financial Report - REVIEWED ALL EXPENDITURES AND RELATED SUPPORTING DOCUMENTATION AND FOUND ALL TRANSACTIONS TO BE IN ACCORDANCE WITH POLICY AND IN SUPPORT OF THE ORGANIZED CRIME DIVISION'S MISSION.

HARRIS

Quote	QTE6779-02485
Date	4/26/2010
Page:	1

BILL To:

Chicago Police Bureau of Investigative Service
 Attn: Denise Elmazi
 Sayers as Agent for
 Technology Finance LLC
 Mt. Prospect IL 60056
 1150 Feehanville Drive

Quotation
Same date as my off. letter

SHIP To:

Sgt. Jim Washburn
 James.washburn@
 chilcagopolice.org
 3340 W. Fillmore Ave.
 Chicago, IL 60624

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master N
	CPB-CHGIL-001	WPG3		Net 30	0/0/0000	3,0
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	KINGFISH	KingFish	EA		\$27,800.00	\$27,800.00
1	KF-CDMA-SW	KingFish CDMA Software Package	EA		\$18,100.00	\$18,100.00
1	KF-GSM-SW	KingFish GSM Software Package	EA		\$18,100.00	\$18,100.00
1	KF-IDEN-SW	KingFish IDEN Software Package	EA		\$18,100.00	\$18,100.00
1	2014069-101	Rugged Mini-PC Controller (GD Go Book)	EA		\$5,500.00	\$5,500.00
1	PA-KIT-25W-CONUS	High Powered Filtered 25W PA Kit-800/850/2100 MH	EA		\$11,500.00	\$11,500.00
1	CONV-2100/1700-W/BP	Band IV - AWS Converter - CONUS	EA		\$19,800.00	\$19,800.00
1	AJ-W	AmberJack Wide Band DF Antenna	EA		\$38,400.00	\$38,400.00
	NOTE		*			\$0.00
		Delivery will be 90 days ARO unless otherwise stated. Prices are subject to change. Quotes are valid 180 days from date of issue. Attached Ts&Cs are applicable to all resultant orders.				

HARRIS CORP - WIRELESS PRODUCTS GROUP
 P.O. BOX 9800, M/S R5-11A
 MELBOURNE, FL 32902-9800
 PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Approved By:

Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$157,300.00

*Regr -
 Do we play
 this direct?
 SEE ATTACHMENT
 A REVISED REPORT
 MAY BE PREPARED
 4-20-10*



Invoice	INV6779-02738
Date	12/14/2010
Page:	1

HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

Invoice

Bill To:
Chicago Police Bureau of Investigative Services James Washburn 3340 W. Fillmore Ave James.washburn@chicagopolice.org Chicago IL 60624

Ship To:
Chicago Police Department Attn: Sgt. James Washburn 3340 W. Fillmore Ave. 1-312-746-7922 Chicago IL 60624

Purchase Order No.	Customer ID		Salesperson	Shipping Method	Pmt Terms		Harris Ord No.
10152	CPB-CHGIL-001		WPG3	BEST WAY	Net 30	2/2/2011	ORD6779-01635
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	KINGFISH	601	KingFish Serial Number		\$27,800.00	\$27,800.00
1	1	KF-CDMA-SW	601	KingFish CDMA Software Package Serial Number		\$18,100.00	\$18,100.00
1	1	KF-GSM-SW	601	KingFish GSM Software Package Serial Number		\$18,100.00	\$18,100.00
1	1	KF-IDEN-SW	601	KingFish iDEN Software Package Serial Number		\$18,100.00	\$18,100.00
1	1	2014069-101	601	Rugged Mini-PC Controller (GD Go Book) Serial Number		\$5,500.00	\$5,500.00
1	1	PA-KIT-25W-CONUS	S/N: 1123	High Powered Filtered 25W PA Kit-800/85		\$11,500.00	\$11,500.00
1	1	CONV-2100/1700-W/BF	S/N: 1027	Band IV - AWS Converter - CONUS		\$18,800.00	\$18,800.00
1	1	AJ-W	488	AmberJack Wide Band DF Antenna Serial Number		\$38,400.00	\$38,400.00

All above items received in good working order

X

Remit Payment To:

[REDACTED]

Please reference the Invoice number with your payment.

Subtotal	\$157,300.00
Deposit	\$0.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$157,300.00

BUREAU OF INVESTIGATIVE SERVICES
ORGANIZED CRIME DIVISION

20 August 2010

To: Theodore F. O'Keefe
Deputy Superintendent
Bureau of Administrative Services

Attn.: Frank F. Wilson ✓
Director
Finance Division

From: Nicholas Roti
Chief
Organized Crime Division

Subject: Purchase Request - King Fish Cellular Telephone Tracking System

Forwarded is the approved report to provide \$157,300.00 from the 1505 Fund for the purchase of a KING FISH Cellular Telephone Tracking System, per attached Contract and Quotation #QTE6779-02485 dated May 18, 2010 from Harris Corporation.

Kindly initiate the purchasing process in accordance with the Department's procurement protocol. Thanks.


NICHOLAS ROTI
Chief
Organized Crime Division

APPROVED:


STEVE PETERSON
Deputy Superintendent
Bureau of Investigative Services

14 OCT 022

BUREAU OF ORGANIZED CRIME
Gang Investigations Division

13 October 2014

24 OCT 14 2014 0902

COPY
[Handwritten signature]

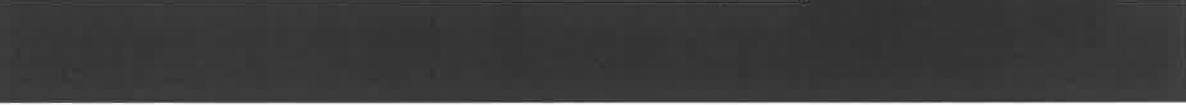
TO: Nicholas J. Roti
Chief
Bureau of Organized Crime

Attention: Maureen C. Biggane
Lieutenant
Bureau of Organized Crimes

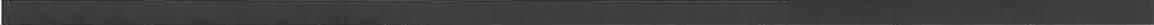
FROM: Christopher J. Kennedy
Commander
Gang Investigations Division

SUBJECT: Quote / Harris Corporation.

Attached to this report you will find a quote from Harris Corporation of Melbourne Florida. The quote is to refurbish the hardware that the Bureau of Organized Crimes currently owns and to upgrade the software to the latest version available. In addition the quote includes training for eight (8) students for two days.

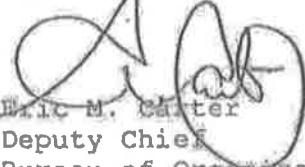


This system, and the hardware involved is covert in nature and knowledge of its existence should be kept within the Bureau of Organized Crime. The cost for this upgrade is \$252,275.00 not including shipping of the effected hardware.



in to recommend that it be paid for with both 1505 and 1505ML funds in equal amounts.

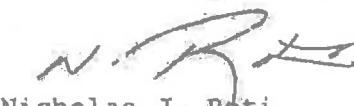
Approved:



Eric M. Carter
Deputy Chief
Bureau of Organized Crime



Christopher J. Kennedy
Commander
Gang Investigations Division



Nicholas J. Roti
Chief
Bureau of Organized Crime

Attachments: QTE6779-05095
CJK/jjc



Harris Proprietary

Quote	QTE6779-05095
Date	10/6/2014
Page:	1

HARRIS CORPORATION
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437

Quotation

Bill To:

Chicago Police Department
Jack Costa
jack.costa@chicagopolice.org
3340 W. Filmore
Room 2180
Chicago IL 60624

Ship To:

Chicago Police Department
Jack Costa
jack.costa@chicagopolice.org
3340 W. Filmore
Room 2180
Chicago IL 60624

DISCLOSURE OF THIS DOCUMENT AND THE INFORMATION IT CONTAINS ARE STRICTLY PROHIBITED BY FEDERAL LAW (18 U.S.C.). THIS DOCUMENT CONTAINS HARRIS TRADE SECRET AND CONFIDENTIAL BUSINESS OR FINANCIAL INFORMATION EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. THIS DOCUMENT MAY CONTAIN TECHNICAL DATA ACCORDING TO THE DEPARTMENT OF STATE, INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR), 22 CFR CHAPTER 1, SUBCHAPTER M, PARTS 123-130 AND THE DEPARTMENT OF COMMERCE, EXPORT ADMINISTRATION REGULATIONS (EAR), 15 CFR PARTS 730-774. THIS DOCUMENT AND THE INFORMATION IT CONTAINS MAY NOT BE EXPORTED OR SHARED WITH A FOREIGN NATIONAL WITHOUT A VALID EXPORT AUTHORIZATION, BEFORE MAKING OR PERMITTING ANY DISCLOSURE OF THIS DOCUMENT OR THE INFORMATION IT CONTAINS, WHETHER IN FULL OR IN PART, HARRIS SHALL BE GIVEN TIMELY NOTICE AND THE OPPORTUNITY TO CHALLENGE SUCH DISCLOSURE UNDER APPLICABLE LAW.

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	CPB-CHGIL-001		BEST WAY	Net 30	0/0/0000	5,999
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
		Please contact your sales representative for questions regarding the items quoted below.	*			\$0.00
		Delivery is 120 days ARO. Prices are subject to change. Quotes are valid 180 days from issue date, Attached Ts&Cs are applicable to all resultant orders.	*			\$0.00
		Purchasing this equipment and software is contingent on authorization and approval of the Government Sponsor NDA.	*			\$0.00
		The GSA Contract Number for purchasing the below items is GS-35F-0283J. Please ensure that the GSA Number is referenced on the PO.	*			\$0.00
1	X-18-30-201-000	Upgd 18201 Delivery will be 90 days after receipt of order & unit for upgrade.	EA		\$65,652.00	\$65,652.00
1	P-19-30-311-000	Pwrup 1931 Delivery will be 90 days after receipt of order & unit for upgrade.	EA		\$14,134.00	\$14,134.00



Harris Proprietary

Quote	QTE6779-05095
Date	10/6/2014
Page:	2

HARRIS CORPORATION
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437

Quotation

Bill To:

Chicago Police Department
Jack Costa
jack.costa@chicagopolice.org
3340 W. Filmore
Room 2180
Chicago IL 60624

Ship To:

Chicago Police Department
Jack Costa
jack.costa@chicagopolice.org
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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	CPB-CHGIL-001		BEST WAY	Net 30	0/0/0000	5,999
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	A-30-10-100-000	Octo 30100 The items quoted below are Catalog Priced Items not available on the GSA Contract.	EA	*	\$14,589.00	\$14,589.00
1	C-11-10-500-000		EA			\$0.00
1	X-18-20-103-000		EA		\$22,000.00	\$22,000.00
1	X-18-20-104-000		EA		\$20,000.00	\$20,000.00
1	N-07-30-216-000		EA		\$51,000.00	\$51,000.00
		Delivery will be 180 days for the above product after receipt of unit for upgrade.				
1	A-46-10-416-000	Ant 46416 Delivery will be 120 days from initial product release, anticipated the end of April 2015.	EA		\$10,500.00	\$10,500.00
8	T-42-90-909-000		EA		\$6,800.00	\$54,400.00
		Training classes are 12 hours (2 days) per product per protocol, 4 students max. Please note on your PO that training will be scheduled based on availability after receipt of your equipment.				\$0.00
		Customer must provide training facility with LCD projector				



Harris Proprietary

Quote	QTE6779-05095
Date	10/6/2014
Page:	3

HARRIS CORPORATION
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437

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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	CPB-CHGIL-001		BEST WAY	Net 30	0/0/0000	5,999
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
		Customer must provide their equipment to be used during the training sessions.	*			\$0.00
		Customer must provide a 7 passenger vehicle plus driver and rabbit vehicles plus driver for field mission training (if applicable)	*			\$0.00

Remit Payment To:

Electronic Funds Transfer (EFT): GCSD Mail Deposits: GCSD Overnight Deliveries:

Subtotal	\$252,275.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Purchase Price	\$252,275.00



HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS TERMS AND CONDITIONS OF SALE FOR DOMESTIC WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES

1. Definitions: In addition to the terms defined elsewhere, the following terms used herein have the following meanings:

- a. "Agreement" means the instrument of contracting, such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated.
- b. "Customer" means the purchaser of Equipment, Software, or Services from Harris.
- c. "Date of Acceptance" means the date when the Customer receives an item of Equipment, Software and/or Services in an undamaged or non-defective condition.
- d. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive.
- e. "Equipment" means any hardware, including components, but excluding any Software or Services.
- f. "Harris" means Harris Corporation, acting through its Government Communications Systems.
- g. "Maintenance Agreement" means a separate agreement for maintenance of the items procured hereunder; such services are not included in this Agreement.
- h. "Purchase Order" means the Customer's purchase order as acknowledged by Harris on its standard acknowledgement form.
- i. "Purchase Price" means the purchase price as identified in the Purchase Order.
- j. "Quote" means the price quotation of Harris itemizing the purchase price and all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any Maintenance Agreement specifically included in the purchase price.
- k. "Services" means, training, maintenance support, or other services to be provided to Customer as part of the Agreement.
- l. "Software" means software and firmware, including all copies provided to Customer.
- m. "WEEE Directive" means the European Union Directive on Waste Electrical Equipment and includes any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances, permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority.

2. Restricted Use. All Wireless Equipment and/or Software sold by Harris provides the Customer with a capability that is restricted and otherwise controlled under United States Code Title 18. Use of Equipment and/or software is strictly governed by applicable federal, state and local law associated with electronic surveillance. The Customers obligation to protect Equipment, Software and Services information includes, but not limited to, the names of specific products, pricing, technical and performance data. The customer shall not disclose, distribute, or disseminate any information regarding Customers purchase or use of Harris Equipment to the public in any manner including but not limited to: in press releases, in court documents and/or proceedings, internet, or during other public forums or proceedings.

The Customer warrants that it has legal authority to lawfully employ the Equipment and will do so only in such a manner and for such purposes. The Customer also warrants that it has obtained the requisite coordination for the acquisition and use of the Equipment with the appropriate U.S. Government agencies. Harris assumes no liability for any use, misuse or improper use of the Equipment and makes no representations as to Equipment suitability for any specific application. Customer shall not transfer, sell or assign the Equipment and/or Software without the prior written consent of Harris. The customer shall not in any civil or criminal proceeding, use or provide any information concerning Harris Equipment and/or Software beyond the evidentiary results obtained through the use of Equipment and/or Software without the prior written consent of Harris. The Customer shall notify Harris if it receives a request pursuant to the Freedom of Information Act (5 U.S.C. section 552) or an equivalent state or local law, the civil or criminal discovery process, or other judicial, legislative, or administrative process to disclose information regarding Harris Equipment and/or Software.

a. In the event that any of the Equipment or Software purchased under this Agreement is lost or stolen, the Customer shall contact the Harris Help Desk at 1-800-358-5297 within 3 business days. Customer shall provide the Part Number and Serial Number of the Equipment and/or Software and a summary of facts surrounding the incident. Failure to comply with this requirement may result in Harris not accepting future orders from the Customer.

3. Proposal/Quote Validity. Prices quoted are valid for 180 days from the date of Quote. After the expiration of the 180-day period, Harris may modify its prices or extend the validity period.

4. Acceptance – Modification of Terms. The Agreement will be deemed accepted by Customer upon the first to occur of (i) Customer's issuance of the Purchase Order; or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer are rejected unless expressly approved in writing by Harris. No communication from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris reasonably objects thereto, will be binding upon Harris unless such different or additional terms are agreed to in writing by both Harris and Customer.

5. Taxes. All prices quoted are exclusive of all applicable sales, use, excise, and other taxes, duties, fees, or charges. Unless evidence of valid tax exempt status and/or resale certificate is provided by Customer prior to shipment, Harris shall add and Customer shall pay all such applicable taxes or charges levied or imposed to the invoice for the Equipment, Software, and/or Services.

6. Shipping and Delivery. Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and include freight charges. Harris may ship Equipment in multiple lots and Customer agrees to accept such multiple shipments and pay for each lot in accordance with the payment terms set forth herein.

7. Title and Risk of Loss. Title to and risk of loss for Equipment and Software media sold under the Agreement will pass to Customer upon receipt of equipment.



HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS TERMS AND CONDITIONS OF SALE FOR DOMESTIC WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES

8. Payment Terms.

a. Payment for an invoice is due within 30 days from the date of the invoice. Late payment will accrue interest to the outstanding balance at the lower of (i) 1.5% per month, or (ii) the highest rate allowed by law.

b. Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services to be delivered or Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Orders.

9. Annual Maintenance Agreement.

Upon expiration of the warranty period, Customer may execute a separate maintenance agreement with Harris for Equipment and/or Software. Such maintenance agreements are available for a percentage of the original Purchase Prices of the Equipment and/or Software. Annual maintenance agreements include:

- a. Customer telephone support during normal business hours, excluding holidays (Monday through Friday, Eastern Time).
- b. Additional 12-month warranty on Equipment, with respect to the Equipment Maintenance Agreement.
- c. For Software Maintenance Agreements Harris will provide notification of and free access to Software upgrades as defined in the maintenance agreement.

10. Equipment Return Policy.

a. **Equipment Damaged in Shipment.** Upon receipt of shipments, Customer should open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivery carrier within 48 hours and request an inspection from the freight carrier. After notifying the delivery carrier of damage, Customer will promptly contact Harris for further instructions. Damaged Equipment may not be returned without Harris' prior authorization. For Equipment returned under this paragraph the Date of Acceptance shall be adjusted to reflect the date repaired or undamaged Equipment is received.

b. **Items Shipped in Error.** If the Customer receives Equipment and/or Software in error, the Customer will promptly notify Harris and Harris will provide return instructions, pay shipping costs (provided Harris' instructions are followed) and provide a Return Material Authorization (RMA). Customer will retain the Equipment's original packing material for use in return shipment to Harris.

c. **Defective Equipment.** Equipment is provided with either Harris' standard equipment warranty or the manufacturer's standard equipment warranty. Upon discovery of a defect or other warranty-related problem, Customer shall promptly contact Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued an RMA, including a form which Customer must fill out describing the nature of the Equipment defect.

d. **Other Reasons.** If Customer desires to return Equipment for other reasons, Customer must contact Harris for a RMA number. Harris' customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer's request, an RMA will be issued. Customer will not return any Equipment without an RMA. Equipment being returned may be subject to restocking and other charges. CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.

e. **Upon Receipt of a Return Authorization.** RMA numbers must appear on each individual package being returned. Customer is responsible for ensuring the safe return of Equipment for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without a valid RMA number. All Equipment being returned for credit must be returned in a timely manner and in good condition. If Equipment shows evidence of damage, wear and tear, or if components or accessories are missing, then Harris at its sole judgment may reduce any credit agreed to prior to receipt of the Equipment.

11. Limited Warranty.

a. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty will commence on the Date of Acceptance of the individual item of Equipment and Software and will terminate after 12 months. Written notice of any defects will be given to Harris upon discovery and Harris will promptly correct such defects by repair or replacement, at its option, without charge. Harris uses new and reconditioned parts to complete repairs and replacements under the terms of this warranty. Defective articles will not be returned to Harris without the prior written authorization of Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris will determine, in its sole discretion, existence and cause of the claimed defect. Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:

- i. Acts of God.
- ii. Physical impact, crash or foreign object damage.
- iii. Improper installation, use, maintenance, storage, modification or alteration by the Customer or its Customer.
- iv. The Customer's (or its customer's) operation of the Equipment delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect.
- v. Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use).
- vi. Equipment or Software subjected to misuse, detrimental exposure or negligence.



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- b. Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.
- c. For purposes of Harris' warranties for Equipment and Software media, a "defect" is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, misuse or lack of care in operation, maintenance or handling. Customer's written notice of the defect must include a description of the defect with detailed information reasonably sufficient for Harris to identify the defect and determine its probable cause. Components or parts that Customer claims to be defective must be available to Harris for inspection and testing. Customer may not return defective Equipment, components or parts without first obtaining an RMA and instructions from Harris. Customer is solely responsible for U.S. Customs and Border Protection clearance or permissions for all replacement parts.
- d. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD IN THE CASE OF SOFTWARE. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.
- e. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE. IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECTED TO NEGLECT, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.
- f. THIS WARRANTY CONSTITUTES HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE WILL INCREASE OR EXTEND ANY HARRIS WARRANTY.

12. Repairs. To repair any Wireless products Equipment after the 12-month warranty has expired, Customer may call 1-800-358-5297 to obtain an RMA number and a quote for the estimated cost for repair.

a. Repair Policy. To affect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory with a written description of the failure mode. Out-of-warranty repairs apply to any Equipment and/or Software whose standard 12-month warranty has expired, no Maintenance Agreement has been purchased and paid for, and/or any Equipment and/or Software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under 11.a above. Equipment and/or Software should not be returned to the Harris' factory without an RMA. Call 1-800-358-5297 to obtain an RMA number.

b. Support Policy. Harris provides free help desk support throughout the warranty period and Maintenance Agreement of purchased Equipment and/or Software. Technical support is available Monday through Friday, during normal business hours (Eastern Time) excluding holidays, via the help desk support center at 1-800-358-5297.

13. Software License.

a. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The Software furnished with the Equipment will be of the latest generation available at the time of shipment of the Equipment. Harris is under no obligation to supply updates to the Software except where expressly agreed to by the parties in writing.

b. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.

c. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title or rights to the Software. All rights in patents, copyrights and trade secrets in relation to the Software will continue to be vested in Harris or its licensor.

d. Customer will keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and having such individuals agree in writing to the obligations contained herein. In addition, Customer will employ its best efforts to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and will treat the Software with the same care as its own confidential information.

e. The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly agreed to by the parties in writing.



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f. Customer acknowledges that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor will be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, Customer agrees that if Harris or its licensor should waive any breach of any provision of this Agreement, it will not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement. If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal.

14. Availability Discontinued/Last Time Buy. Harris makes no representation about the continued availability of the Equipment and Software. Harris reserves the right, in its sole discretion, with or without notice, without incurring any liability to Customer or otherwise whether in contract or tort, to discontinue manufacturing or selling any Equipment and Software at any time or from time to time. Harris may within its sole discretion provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need ("last time buy") within 30 days of Customer's receipt of notice from Harris. Customer's last time buy rights are limited to products available in Harris' inventory at the time of Customer's request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to Customer that the Equipment has been discontinued or for a period of 90 days after notice to Customer that the Software has been discontinued.

15. Intellectual Property Indemnification.

a. In the event any Equipment to be furnished under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it will, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation will be effective only if Customer will have made all payments then due and if Harris is notified promptly of said allegation in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris will pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that the Equipment or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement Agreement prohibit the use of the product, Harris will at its sole option and its own expense, either

- i. Procure for Customer the right to continue using the Equipment;
- ii. Replace it with a substantially equivalent non-infringing equipment;
- iii. Modify it so it becomes non-infringing but substantially equivalent; or
- iv. If none of the above is reasonably available, terminate the Customer's right to use the Equipment and return to the Customer a pro-rata portion of the price originally paid by Customer to Harris represented by the remaining useful life of the Equipment as a percentage of the total useful life.

b. The foregoing indemnity does not apply to the following:

- i. Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer;
- ii. Infringement resulting from changes or modifications made to or from the Equipment by the Customer;
- iii. Any settlements of a claim, suit, or proceeding made without Harris' written consent; and
- iv. Any Equipment to be furnished under this Agreement which is to be delivered to the United States Government.

c. The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished under this Agreement.

d. In the event any Equipment to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer will, to the fullest extent permitted by applicable law, defend and hold Harris harmless to the same extent and subject to the same requirements as set forth in (a) and (b) above. Should the Customer be the United States Government, the Customer agrees to incorporate FAR 52.227-1, Authorization and Consent, in any Purchase Order or Contract.

16. Technical Data and Inventions.

a. Unless specifically agreed to by Harris and expressly identified and priced in the Agreement as a separate item or items to be delivered by Harris, the sale of Equipment, Software and Services under the Agreement confers on Customer no right in, license under, access to, or entitlement of any kind to any of Harris' technical data including, but not limited to design, process technology, software and drawings, or to any of Harris' inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof arose out of work performed under or in connection with the Agreement, and irrespective of whether Customer has paid or is obligated to pay Harris for any part of the design or development of the Equipment, Software or Services.

b. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris' performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.

c. Customer will not violate Harris' copyright of documents or Software or disclose Harris' confidential or proprietary data to others without Harris' written permission.

d. All Inventions are and shall at all times remain Harris' confidential or proprietary information. All rights, title and interest in and to the Inventions, including all intellectual property rights, remain vested in Harris, its suppliers or licensors, subject only to the license grant below. "Inventions" shall mean and include all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, specifications, designs, methods, devices, systems, reports, studies, computer software (in object or



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source code), programming and other documentation, flow charts, diagrams and all other information or tangible material of any nature whatsoever (in any medium and in any stage of development or completion) included in or resulting from the work contemplated hereunder, that are conceived, designed, practiced, prepared, produced or developed by Harris or any of its personnel during the course of performance of any Work.

17. Excusable Delay.

- a. Harris will be excused from performance under the Agreement and will not be liable to Customer for delay in performance attributable, in whole or in part, to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature, Customer's fault or negligence or where compliance with any applicable environmental law or regulation by Harris is not reasonably technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.
- b. In the event of an excusable delay, Harris will make commercially reasonable efforts to notify Customer of the nature and extent of such delay and (1) Harris will be entitled to a schedule an extension on at least a day-for-day basis, and (2) if the delay is caused by Customer's fault or negligence, Harris will be entitled to an equitable adjustment in price under the Agreement.

18. Termination. Either party may terminate this Agreement if the other party defaults in a material respect under this Agreement and fails to cure such default within thirty (30) days after receiving written notice from the other party of such default. If Harris terminates this Agreement based on the Customer's breach, then Harris will be entitled to damages, including any lost profits Harris would have realized, had Harris been permitted to perform in accordance with the Agreement. Customer also will be liable for all costs to Harris resulting from Harris' attempt to enforce its rights hereunder, including, but not limited to collection agency fees, attorney fees, court costs, etc.

19. Export and Re-Export Restrictions.

- a. Customer acknowledges that the Equipment and Software sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada. Customer will, to the fullest extent permitted by applicable law defend and hold Harris harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section 19. The Customer will supply to the Harris on a timely basis all necessary information and documentation requested by Harris in order to permit the Harris to export the Equipment, Software and/or Services with respect to any Purchase Order issued by the Customer hereunder, in accordance with the terms of this Agreement.
- b. To the extent any technical data is exchanged between the parties, the receiving party represents and warrants that no technical data furnished to it by the disclosing party shall be disclosed to any foreign nation, firm, or country, including foreign nationals, employed by or associated with the receiving party, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR), including the requirement for obtaining any export license if applicable. The receiving party shall first obtain the written consent of the disclosing party prior to submitting any request for authority to export any such technical data. The receiving party will, to the fullest extent permitted by applicable law defend and hold the disclosing party harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the receiving party to comply with this Section 19 or with the ITAR and EAR.
- c. Harris will not provide, or be responsible for obtaining any U.S. Government export licenses/approvals to provide any technical information, data or technical services to Customer or Customer's representatives, consultants or agents who are "foreign persons" as defined in the ITAR. Customer has the sole responsibility for obtaining necessary U.S. Government export licenses/approvals for any transfer of Equipment, Software or Services to Customer hereunder to Customer's representatives, consultants or agents who are such "foreign persons." Further, Harris will not be responsible for late delivery, delay or nonperformance under this Agreement due to the U.S. Government's delay or denial of any license that is Customer's responsibility to obtain.
20. Compliance with Waste Recycling Laws. Customer acknowledges and agrees that the supply of the Equipment by Harris to the Customer, and the resale or re-supply of the Equipment by the Customer, may give rise to obligations for Harris and the Customer under applicable environmental laws or regulations as defined herein. The Customer will be responsible for the collection, recycling, reuse and disposal of the Equipment in compliance with such Environmental Laws. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive as defined hereinafter. "WEEE Directive" means the European Union Directive on Waste Electrical Equipment and will include any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances, permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority. Harris may arrange for services, paid for by Customer, to recycle or dispose of Harris manufactured products in compliance with the Environmental Laws. The Customer will to the fullest extent permitted by applicable law defend and hold Harris harmless against all expenses, costs, claims, liabilities or damage of any nature incurred by any of them relating to the collection, recycling, reuse and disposal of any Equipment or otherwise arising in connection with their respective obligations under the Environmental Laws, or by reason of any failure or alleged failure by the Customer to comply with its obligations under the Environmental Laws. The Customer will provide Harris



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with such compliance plans or other documents and information that Harris may reasonably request to enable Harris and its affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of their respective obligations under this Section and/or the Environmental Laws.

21. Limitation of Liability. NOT WITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES WILL HARRIS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY). IN NO EVENT WILL HARRIS' LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED HEREUNDER. THIS SECTION WILL SURVIVE THE TERM OR EXPIRATION OF THIS AGREEMENT. CUSTOMER AGREES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HOLD HARMLESS HARRIS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR SOFTWARE.

22. Applicable Law, Venue, and Jurisdiction. The Agreement, and any disputes related thereto, will be governed by and interpreted in accordance with the laws of the State of Florida, USA, without regard to conflict of law principles. The parties specifically exclude the application of the United Nations' Convention on Contracts for the International Sale of Goods to the Agreement, to the contractual relationship created under the Agreement, and to the construction, validity, enforcement, and interpretation of the Agreement. The parties agree that the exclusive venue for any action arising out of or related to the Agreement will be in the courts with the appropriate jurisdiction located in Brevard County, Florida, and each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of the Agreement will be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.

23. Jury Waiver. Customer and Harris further agree, to the extent permitted by law, to waive all rights to a trial by jury of any action relating to the dispute or interpretation of the agreement, whether sounding in contract, tort, or otherwise. The parties specifically acknowledge that this waiver is made knowingly and voluntarily after an adequate opportunity to negotiate its terms and that such waiver is material consideration for the sale and purchase contemplated hereby.

24. Assumption of Risk. Each party hereto acknowledges (a) the risks of its undertakings hereunder, (b) the uncertainty of the benefits and obligations hereunder, and (c) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party's opinion will be the basis of that party's decision to enter into the Agreement.

25. Reliance on Counsel and Other Advisors. Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into the Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of the Agreement, and the Agreement will not be construed against either party as the drafter.

26. Compliance with Applicable Laws. Customer warrants that Customer will comply with any and all applicable U.S. federal, state and local laws, and will operate in good faith to comply with other laws and regulations and industry best practices, applicable to such party's performance hereunder, and will promptly act to correct any noncompliance once identified.

27. General Provisions:

a. Publicity. Neither party will, without the prior written consent of the other party: (a) issue any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or (b) in any manner advertise or publish the fact of this Agreement.

b. Disputes. The parties will to the fullest extent practical resolve disputes through collaborative procedures. To that end, any and all disputes between the parties will be quickly addressed to prevent such disputes from causing contractual or performance problems.

c. Assignment. Customer will not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.

d. Enforceability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which will continue in full force and effect.

e. No Waiver. Waiver or failure by Harris to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any terms or condition herein, will not be a future waiver of any such right, or be a waiver of any other term, condition or remedy contained herein.

f. Headings. Headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation.

g. Orders Issued under Government Prime or Subcontracts. In the event this Agreement relates to a U.S. federal government prime contract or subcontract, nothing contained in this Agreement will be construed to authorize the waiver of any provision of law as prescribed in Federal Acquisition Regulation (FAR) Part 12, or terms as set forth in the current version of FAR 52.244-6; Subcontracts for Commercial Items, if applicable.



HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS TERMS AND CONDITIONS OF SALE FOR DOMESTIC WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES

h. Notices. All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile, if confirmed within three (3) business days by one of the other methods herein, at the addresses or facsimile numbers indicated or to such other addresses or facsimile numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to Harris Corporation, PO Box 37, Mail Stop R5/11A, Melbourne, FL 32902, Attention: Contracts Manager.

i. English Language. The parties confirm that it is their wish that this Agreement, as well as any other documents relating hereto including notices, have been and will be drawn up in English only.

j. GSA. All purchase orders issued under the General Services Administration (GSA) Schedule #GS-35F-0283J are subject to the GSA Terms and Conditions which will supersede all other terms and conditions provided.

k. Survivability. The following provisions shall survive the completion or termination of this Agreement: Section 2 (Restricted Use), Section 11 (Limited Warranty), Section 13 (Software License), Section 15 (Intellectual Property Indemnification), Section 19 (Export and Re-export Restrictions), Section 21 (Limitation of Liability), Section 22 (Applicable Law, Venue and Jurisdiction), Section 23 (Jury Waiver), and Section 27 (General Provisions).

28. Entire Agreement. The Agreement supersedes all previous proposals, negotiations, conversations, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms, will be binding unless made in writing and signed by duly authorized representatives of both parties.

Harris GCS

Signature

Name

Title

Date

Customer

Signature

Name

Title

Date

**Payment for Goods/Services Procured Outside of Department of
Procurement or Other formal Contracts -
Pre-Approved Categories**

Books, Subscriptions and Publications

- Educational & Institutional Books
- Conference Attendance, Meetings, Seminars
- License
- Professional Organization Dues
- Newspaper, Periodical Subscriptions
- Professional Journal Subscriptions
- Notary Public
- Electronic Media Subscriptions

Financial Obligations

- Debt Service
- Employee Reimbursement
- Inter-Governmental Payment
- Loan
- Grant
- Reimbursements for Business Expenses
- Salary / Wage (City Employee Pay)
- Airline Agreements
- Stipends
- Taxes
- Refunds
- Rent Subsidies
- Land Acquisition Subscriptions

Insurance & Risk Management

- Premium

Confidential Investigations

- Confidential Investigations

Public Utilities

- Electric
- Telephone
- Water/Sewer Expense
- Other Utility Research

Miscellaneous Expenses

- Deductibles Associated with Warranties Under Contract
- Express Mail / Postage
- Messenger / Delivery Service
- Petty Cash
- Local Travel / Parking
- Aldermanic or Board Of Elections
- Festival, Exhibition and Performance Costs
- Program Incentives
- Advertising / Media Purchases

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Miscellaneous Expenses