

**AGREEMENT FOR MAINTENANCE SERVICES BETWEEN THE
SILICON VALLEY REGIONAL INTEROPERABILITY AUTHORITY
AND AVIAT NETWORKS, INC.
FOR THE ECOMM DIGITAL MICROWAVE SYSTEM**

This AGREEMENT is made and entered into this ____ day of May 2013, by and between the SILICON VALLEY REGIONAL INTEROPERABILITY AUTHORITY, a joint powers agency ("AUTHORITY"), and AVIAT U.S., INC., a Delaware corporation qualified to conduct business in the State of California ("AVIAT" or "AVIAT NETWORKS").

RECITALS

WHEREAS, the AUTHORITY operates or will operate the Emergency Communications ("ECOMM") Digital Microwave System;

WHEREAS, the AUTHORITY desires to obtain Aviat services to maintain the hardware and software comprising the existing ECOMM Digital Microwave System to protect, monitor and optimize the ECOMM Digital Microwave System and obtain Managed Network Services to protect, monitor and optimize the ECOMM Digital Microwave System on an ongoing basis in accordance EXHIBIT A hereto;

WHEREAS, AVIAT has the necessary professional expertise and skill to perform such services; and

NOW, THEREFORE, the purpose of this AGREEMENT is to retain AVIAT to perform those services specified in SECTION 1 of this AGREEMENT.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

AVIAT shall perform those services specified in detail in EXHIBIT A hereto, entitled AviatCare Services Maintenance Agreement **1-744IIR**, which document is hereby incorporated into this AGREEMENT by this reference. In the event any ambiguity or inconsistency is found to arise by reading the terms set forth in this AGREEMENT in conjunction with the terms of EXHIBIT A, the provisions of this AGREEMENT shall govern.

SECTION 2. TERM OF AGREEMENT.

A. The term of this AGREEMENT shall be from July 1, 2013 through June 30, 2014 ("Initial Term") subject to the provisions of Section 13 of this AGREEMENT.

B. The AUTHORITY, at the AUTHORITY's sole option, may extend the term of this AGREEMENT for two (2) one-year extension periods ("Option").

C. The AUTHORITY may exercise the Option(s) by written notice of extension of this AGREEMENT by June 25th of the current contract year. In the event that the AUTHORITY exercises its Option(s) to extend the term, this AGREEMENT shall be extended through June 30, 2015, for the first Option and through June 30, 2016 for the second Option, both subject to the provisions of SECTION 13.

D. The AUTHORITY's exercise of an Option is not a waiver of the "time is of the essence" provision in Section 3.

SECTION 3. SCHEDULE OF PERFORMANCE.

Services provided by AVIAT shall be completed according to the schedule set out in Section 4 of EXHIBIT A hereto. Time is of the essence in this AGREEMENT.

SECTION 4. COMPENSATION.

A. The compensation paid to AVIAT during the Initial Term of this AGREEMENT, including payment for services, supplies, materials, transportation and equipment provided by AVIAT, if any, shall not exceed three hundred eighty-three thousand, seven hundred thirty DOLLARS (\$383,730.00). The rate and schedule of payment is set out in Section 3 of EXHIBIT A hereto.

B. Thereafter, if the AUTHORITY exercises an Option to extend the Initial Term as set forth in SECTION 2 of this AGREEMENT, the AUTHORITY and AVIAT will, prior to the exercise of such Option, review the scope of services relative to the then existing ECOMM Digital Microwave System. Changes in scope of services, if any, will be documented in each Option amendment. The amount of compensation, whether unchanged or changed as the result of a change in the scope of services or otherwise, will be agreed upon and reflected in Section 4 of each Option amendment.

C. The AUTHORITY's funding of this AGREEMENT shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations. Accordingly, the parties agree that regardless of notice sent to AVIAT, the exercise of the Option period is contingent upon appropriation of funds by the AUTHORITY.

D. All payments are to be made Net 30 from date of invoice received.

SECTION 5. METHOD OF PAYMENT.

Upon execution of this AGREEMENT, AVIAT may submit a statement of services and invoice to the AUTHORITY for the Initial Term as per Section 4.A, above. In the event that AUTHORITY exercises a renewal Option as described in Section 2.C, above, AVIAT may submit a statement of services and invoice to the AUTHORITY for the amount agreed upon in accordance with Section 4.B, above. Such statement of services and invoice shall be sent to the address contained in Section 20, below.

SECTION 6. INDEPENDENT CONTRACTOR.

Except as provided for in this Agreement, it is understood and agreed that AVIAT, in the performance of the work and services agreed to be performed by AVIAT, shall act as and be an independent contractor and not an agent or employee of the AUTHORITY; and as an independent contractor, AVIAT shall obtain no rights to retirement benefits or other benefits which accrue to the AUTHORITY's employees, and AVIAT hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY.

The parties agree that the expertise and experience of AVIAT are material considerations for this AGREEMENT. AVIAT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of AVIAT's obligations hereunder, without the prior written consent of the AUTHORITY. Any attempt by AVIAT to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. SUBCONTRACTORS.

- A. Notwithstanding Section 7 above, AVIAT may use subcontractors in performing the work under this AGREEMENT based upon prior written approval by the AUTHORITY's Executive Director ("Director").
- B. AVIAT shall be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors. The AUTHORITY assumes no responsibility whatsoever concerning such compensation.
- C. AVIAT shall change or add subcontractors only with the prior written approval of Director.

SECTION 9. INDEMNIFICATION.

AVIAT shall defend, indemnify and hold harmless the AUTHORITY, its subcontractors, officers, employees and agents against any claim, loss or damages to the extent arising out of or resulting in any way from services performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by AVIAT's subcontractors, officers, employees or agents. AVIAT's obligations to indemnify and hold harmless exclude only such claim, loss or liability that is due to the sole negligence or willful misconduct of the AUTHORITY, its officers and employees. The acceptance of said services and duties by the AUTHORITY shall not operate as a waiver of such right of indemnification. All of AVIAT's obligations under this Section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this AGREEMENT.

SECTION 10. INSURANCE REQUIREMENTS.

AVIAT agrees to have and maintain the policies set forth in EXHIBIT B, entitled "INSURANCE," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Director or the Director's authorized designee, if any, ("Risk Manager") as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk

Manager. AVIAT agrees to provide the AUTHORITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 11. NONDISCRIMINATION.

AVIAT shall not discriminate, in any way, against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.

SECTION 12. CONFLICT OF INTEREST.

AVIAT shall at all times avoid conflict of interest or appearance of conflict of interest in the performance of this AGREEMENT. AVIAT shall disclose any conflict of interest, or potential conflict of interest, which exists or arises at any time during the term of this AGREEMENT. The AUTHORITY shall have the right to treat any violation of this Section as a material breach of this AGREEMENT, and shall have the right to terminate the AGREEMENT and pursue any and all legal or equitable remedies for said breach of this AGREEMENT.

SECTION 13. TERMINATION.

- A. The AUTHORITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than ninety (90) days written notice of termination.
- B. If AVIAT fails to perform any of material obligations under this AGREEMENT, in addition to all other remedies provided by law, the AUTHORITY may terminate this AGREEMENT by providing AVIAT written notice of any breach of the AGREEMENT and allowing AVIAT a period of 15 day following its receipt of such notice to cure. AVIAT must cure to the satisfaction of the AUTHORITY any such breach and refund charges for the period between the notice and the completion of the cure. In the event of a breach that, in the judgment of the AUTHORITY, materially affects the safety of the public, or the security or integrity of the network, the AUTHORITY is under no obligation to allow such cure period and the AGREEMENT may be terminated immediately.
- C. The Director is empowered to terminate this AGREEMENT on behalf of the AUTHORITY.
- D. In accordance with Article XVI, Section 18 of the California Constitution, if in any fiscal year subsequent to the execution of this AGREEMENT, the AUTHORITY fails to appropriate money for the purpose of funding this AGREEMENT, this AGREEMENT shall terminate, without penalty, effective upon the close of business on the last day of the fiscal year for which funding has been appropriated.
- E. In the event of termination, AVIAT shall deliver to the AUTHORITY copies of all reports, documents, and other work performed by AVIAT under this AGREEMENT, and upon receipt thereof, the AUTHORITY shall pay AVIAT for services performed and other direct costs allowed and incurred to the date of termination.

SECTION 14. GOVERNING LAW.

The AUTHORITY and AVIAT agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 15. COMPLIANCE WITH LAWS.

AVIAT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

SECTION 16. CONFIDENTIAL INFORMATION.

All data, documents, discussions or other information developed or received by or for AVIAT in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by the AUTHORITY or as required by law or for performance of the services herein.

SECTION 17. OWNERSHIP OF MATERIALS.

- A. All reports, documents, electronic equivalents or other materials developed or discovered by AVIAT or any other person engaged directly or indirectly by AVIAT to perform the services required hereunder shall be and remain the property of the AUTHORITY without restriction or limitation upon their use.
- B. AVIAT shall not be responsible for damages or liabilities arising out of subsequent changes to or uses of any reports, documents, plans, specifications or other materials developed by AVIAT when such subsequent change or subsequent use is not authorized or approved by AVIAT, except to the extent AVIAT's services caused the damages or liabilities arising from said unauthorized change or use.
- C. AVIAT shall have the right to use copies, excerpts or images of reports, documents or other materials developed or discovered by AVIAT during the performance of this AGREEMENT in AVIAT's marketing materials subject to the prior written approval by the AUTHORITY.

SECTION 18. WAIVER.

AVIAT agrees that waiver by the AUTHORITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by the AUTHORITY of the performance of any work or services by AVIAT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 19. AVIAT'S BOOKS AND RECORDS.

- A. AVIAT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the AUTHORITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to AVIAT pursuant to this AGREEMENT.
- B. AVIAT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.
- C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to the AUTHORITY, at any time during regular business hours, upon written request by the Director, the AUTHORITY's Treasurer or the AUTHORITY's Auditor or a designated representative of any of these officers. Copies of such documents shall be provided to the AUTHORITY for inspection at the AUTHORITY's address indicated for receipt of notices in this AGREEMENT unless an alternative location is mutually agreed upon.
- D. Where the AUTHORITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of AVIAT's business, the AUTHORITY may, by written request by any of the above-named officers, require that custody of the records be given to the AUTHORITY and that the records and documents be maintained in the AUTHORITY's address indicated for receipt of notices in this AGREEMENT. Access to such records and documents shall be granted to any party authorized by AVIAT, the AVIAT's representatives, or AVIAT's successor-in-interest.

SECTION 20. NOTICES.

All notices and other communications required or permitted under this AGREEMENT shall be in writing and shall be deemed effective on the date personally delivered by U.S. Postal Express or other messenger or delivery service, or, if deposited in the United States mail-postage prepaid, or deposited as U.S. certified mail-return receipt requested, three (3) days after deposit in the mail, addressed as follow:

To the AUTHORITY: SILICON VALLEY REGIONAL
INTEROPERABILITY AUTHORITY
Attn: Executive Director
1850 Warburton Avenue, Suite 210
Santa Clara, California 95050
408-247-3394 Phone and Fax

To AVIAT: Aviat U.S., Inc.
Attn: Legal Department
5200 Great America Parkway,
Santa Clara, CA 95054
408 567 7000 Phone

or to such other address as any party may designate by notice in accordance with this Section.

SECTION 22. VENUE.

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in a state court in the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

SECTION 23. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all EXHIBITS attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

SECTION 24. SEVERABILITY.

If any term, covenant, condition or provision of this AGREEMENT, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this AGREEMENT, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 25. REPRESENTATION OF AUTHORITY TO CONTRACT

The person executing this AGREEMENT on behalf of AVIAT does hereby represent and warrant that AVIAT is a duly authorized and existing Delaware corporation, that AVIAT is and shall remain during the term of this AGREEMENT qualified to do business in the State of California pursuant to California Corporations Code Section 2105, that AVIAT has full right, power and authority to enter into this AGREEMENT and to carry out all actions contemplated by this AGREEMENT, that the execution and delivery of this AGREEMENT were duly authorized by proper action of AVIAT and no consent, authorization or approval of any person is necessary in connection with such execution, delivery and performance of this AGREEMENT except as have been obtained and are in full force and effect, and that this AGREEMENT constitutes the valid, binding and enforceable obligation of AVIAT. Upon the AUTHORITY's request, AVIAT shall provide the AUTHORITY with evidence reasonably satisfactory to the AUTHORITY confirming the foregoing representations and warranties.

WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

“AUTHORITY”

APPROVED AS TO FORM:

SILICON VALLEY REGIONAL
INTEROPERABILITY AUTHORITY

By: _____
SVRIA General Counsel

By: _____
Executive Director

“AVIAT”

AVIAT U.S., INC.

By _____

Print Name _____

Title _____

EXHIBIT A
SCOPE OF SERVICES

AviatCare Services

Maintenance Agreement
(Quote # **1-744IIR**):

FOR:

- **SVRIA: Silicon Valley Regional Interoperability Authority**

- ✓ Maintenance Services
 - Technical Support
 - Repair Services
 - Onsite Corrective Maintenance
 - Preventive Maintenance

- ✓ Remote Monitoring

1. MAINTENANCE COVERAGE

1.1. Service Level Support Summary

The following table summarizes the Service Level Support that will be delivered to SVRIA:

ITEM	SUPPORT ELEMENT	DESCRIPTION	SLA TARGET
4	Access to Aviat Networks Customer Online Technical Support Site	Provides for self-serve on-line access and support for a variety of services such as RMA requests and Technical Support.	24 x 7 Unlimited number of SRs
4.1	Repair Services	Covers repair or replacement of covered FRU's beyond the manufacturer standard equipment warranty period. Please note unless otherwise agreed within this Agreement the following Turnaround times represent our commitments: North America and Caribbean: - Currently manufactured products – 15 days - OEM: Repair for OEM is limited to turnaround time offered by that manufacturer	Unlimited quantities
4.2	Advance Replacement (Aviat Networks)	Provides advance replacement of an FRU prior to receiving the defective FRU at one of our Customer Support Centers for repair. Aviat Networks is not responsible for any delays in delivery related to freight or courier delays, export or customer regulations or processes. - Standard Advanced replacement – 3 – 5 business days	Based on availability and regional shipping restrictions
4.3	Repair Logistics Program	Aviat Networks shall provide free freight to SVRIA for all Units returned via the Aviat Networks Repair Logistics Program (RLP). Upon RMA request, Aviat Networks will dispatch the appropriate courier to the SVRIA's facility to pick-up the defective Units. When the repaired or replacement unit is ready Aviat Networks will dispatch appropriate courier to SVRIA's facility to deliver the replaced/repaired unit.	See Section 4.3
4.4	Remote Technical Support 24/7	Service requests (SR's), remote technical support, and troubleshooting support, material dispatch service and general customer help desk.	24 x 7 Unlimited number of SRs
4.5	First Level Corrective Maintenance	Emergency and routine on-site service restoration and equipment fault correction and replacement.	Up-to 4hours on-site emergency response See Section 4.5
4.6	Preventive Maintenance	Annual maintenance plan covering all Aviat Networks provided equipment plus associated DC system and Antenna systems. Includes provision of necessary test equipment and tools.	Annually per site & preventive maintenance report
4.7	Provision Support	Aviat Networks shall provide remote technical support to SVRIA on ProVision. The remote technical support 24 X 7 shall be provided as per the terms outlined in the Remote Technical Support 24 X 7 section of this agreement	24 X 7
4.8	Software Maintenance	Routine maintenance and upgrade of the microwave radios firmware and software.	Remote or on-site as required
4.9	Remote Monitoring	24X7x365 remote monitoring, diagnostics, troubleshooting, notification, dispatch & reporting services through the Aviat Networks remote TAC.	24 x 7 Monitoring

2. SUPPORTED PRODUCTS

The Supported Products are the functional equipment containing the hardware and Software, which together make up the Systems. Notwithstanding the foregoing:

- a) Unless otherwise expressly listed in the table below, all Third Party Computing Hardware and OEM are excluded from the definition of Supported Product (and therefore shall not be eligible to receive Support); and
- b) Only the Systems in the following Customer Networks shall be deemed Supported Products (and therefore shall be eligible to receive Support):

SVRIA (Phase 1, 2 & 3) S/O #'s: A64859, AA1563 41 Sites	
Qty	Equipment Description
158	TRuepoint 5200 and TRuepoint 6400
4	Eclipse (IRU600)
2	ProVision
11	Cisco 7204VXR
7	Cisco Router 3750
2	Cisco Adaptive Security Appliances (ASA 5510)
35	Cisco Adaptive Security Appliances (ASA 5540)
16	Cisco 15310 OC-3 SONET Mux
43	Zhone IMACS Channel Banks (excluding Motorola Simulcast Eqpt.)
38	Chargers
27	TRAK GPS
24	Zyxel Switch
42	Dehydrators
80	Andrew Waveguides & Antenna Systems

3. SUPPORT COSTS

Services	Services Part Number	Product Qty	Extended Pricing July 1, 2013 through June 30, 2014
AviatCare Services (Quote # 1-744IIR)			
Sales Order #'s: A64859, AA1563 (SO# Pending for Phase 3)			
<p>1. Technical Support: Available 24 X 7 (Unlimited)</p> <p>✓ Aviat Xpress (Web Support): Available 24 X 7 (Unlimited)</p> <p>✓ Repair Services:</p> <ul style="list-style-type: none"> ➢ 15 Business Day turnaround time on Aviat Networks manufactured equipment ➢ Advance Replacement - Based on availability of inventory <p>✓ Repair Logistics Program</p>	SNA-BNWX1001233	<ul style="list-style-type: none"> • (158) TRuepoint 5200 & TRuepoint 6400 Includes (4) TRuepoint from Phase 3 	Included
	SNA-BWXX1001230	<ul style="list-style-type: none"> • (4) Eclipse (Phase 3) 	Included
<p>2. Technical Support: Available 24 X 7 (Unlimited)</p> <p>3. Provide general availability releases and product updates to SVRIA free of charge during the coverage period.</p>	SWW-PV24G2XX1299	<ul style="list-style-type: none"> • (2) ProVision 	Included
OEM: All OEM is an Extension of Warranty services offered by that Vendor	SNA-RSXX1001272	<ul style="list-style-type: none"> • Cisco SmartNet (11) Cisco 7204VXR (7) Cisco Router 3750 (37) Cisco ASA 5500 series (2 Cisco ASA5510 in Phase 3) (16) Cisco 15310 	Included
	SNA-RSXX1001271	<ul style="list-style-type: none"> • (43) Zhone IMACS Channel Banks (excluding Motorola Simulcast Eqpt.) 	Included
	SNA-RSXX1001267	<ul style="list-style-type: none"> • (38) Chargers Includes (2) for Phase 3 	Included
	SNA-RSXX1001269	<ul style="list-style-type: none"> • (27) TRAK GPS 	Included
SNA-RSXX1001270	<ul style="list-style-type: none"> • (24) Zyxel Switch 	Included	

	SNA-RSXXA1001266	<ul style="list-style-type: none"> • (42) Dehydrators Includes (2) for Phase 3	Included
	SNA-RSXXA1001265	<ul style="list-style-type: none"> • (80) Andrew Waveguides & Antenna Systems Includes (2) for Phase 3	Included
<ul style="list-style-type: none"> ✓ First Level Corrective Maintenance Available 24 X 7 <ul style="list-style-type: none"> ➤ 4 hour SLA for critical alarms 	SNA-CM4HL1001299	<ul style="list-style-type: none"> • (41) Sites (2 in Phase 3) 	Included
<ul style="list-style-type: none"> ✓ Preventive Maintenance, Annual Visit 	SNA-PM1YL1001299		Included
<ul style="list-style-type: none"> ✓ Remote Monitoring <ul style="list-style-type: none"> ✓ Around-the-clock monitoring (24 X 7 X 365) via the Aviat Networks secure Network Operation Center (NOC) 	SNA-RMXXE2XX1299	<ul style="list-style-type: none"> • (158) TRuepoint • (4) Eclipse • (11) Cisco 7204VXR • (7) Cisco Router 3750 • (37) Cisco ASA 5500 series • (16) Cisco 15310 • (43) Zhone IMACS Channel Banks • (38) Chargers • (27) TRAK GPS • (24) Zyxel Switch • (42) Dehydrators 	Included
Sub-Total 2013-2014 AviatCare Maintenance Services			\$494,871
Executive Discount			(\$111,141)
Total 2013-2014 AviatCare Maintenance Services (July 1, 2013 – June 30, 2014)			\$383,730
NOTE: Phase 3 Included at No Charge with purchase of maintenance contract for rest of network			

Pricing Notes:

- Prices quoted and payable in US Dollars
- Pricing will be valid for 60 days
- Any Purchase Order resulting from this proposal shall be subject to Aviat Networks Terms and Conditions of Sale
- Prices reflect scope of work as specified within this proposal
- Only the equipment listed in the above table shall be eligible to receive support this includes any spare units purchased under the above Aviat Networks Sales Order Numbers. All consumable items such as cables or batteries are excluded
- Maintenance Agreement does not include any facility maintenance. It will be SVRIA's responsibility to maintain all towers, shelters, air conditioners, generators and propane tanks
- In the event that this maintenance level agreement (MLA) has not been renewed or cancelled in writing by the end of the initial term ("Service End Date"), the conditions of this maintenance level agreement will be automatically renewed as of the Service End Date ("Renewal Period"). For coverage during the Renewal Period, Aviat Networks will provide the services and SVRIA will be billed in accordance with the maintenance level agreement as described herein with the charges pro-rated on a monthly basis at the current monthly/element rate. In the event that SVRIA cancels this service in writing following the Service End Date, Aviat Networks will bill SVRIA the pro-rated monthly rate for the period from Service End Date through the date written cancellation has been received by Aviat Networks.
- The Aviat Networks maintenance level agreement requires that all similar products within the network be covered under similar service levels
- Products in warranty and products out of warranty will receive the same contracted support level. Warranty services address product defects only. When a product under warranty is contracted for a Support Service, the service level will in essence be uplifted and the Support Services plan pricing will be based on the enhanced coverage of the Support Service plan.

Purchase Order & Billing Information:

- To place an order with Aviat Networks, SVRIA's authorized agent may send a signed PO **by fax to 408-567-2226** On the PO, please reference the Proposal Number and offer date from the cover of this document.
- Billable amounts for maintenance levels agreements or extended warranty services will be invoiced upon validation of the PO. Orders with a total services price of less than \$250,000 will be billed in advance. Orders with a total services price equal to or greater than \$250,000 will be billed quarterly in advance.

4. SERVICE LEVEL SUPPORT DESCRIPTION

Access to Aviat Networks Customer Online Technical Support Site

If required, SVRIA will have access to the Aviat Networks Customer Online Technical Support web site 24/7 for a variety of tools and support services. Those tools/services include:

1. RMA Request & Status Updates.
2. RMA Reporting such as repair turnaround time performance.
3. Technical Support such as Service Request opening, reporting and status.
4. Information databases such as technical notes, frequently asked questions, solutions for commonly asked technical or operational issues.
5. Software Downloads.
6. Sales Order tracking and status (Eclipse Only).

URL: <http://www.support.aviatnetworks.com/>

4.1 Repair Services

- a) **Repair Center Support.** Aviat Networks, through our onsite Corrective Maintenance resource shall place all RMA requests at the following link: http://support.aviatnetworks.com/requestrma/select_prod_line.asp . SVRIA also has access to this link and has the option to request RMAs as well. This link is available for use 24 hours a day, 7 days a week. If SVRIA requested, Aviat Networks will typically fax or email a confirmation with an RMA reference number within one (1) business day. Requests can also be made via telephone during such Aviat Networks Repair Center's Business Hours.

In order for Aviat Networks to process an RMA request, (if SVRIA requested) the following information must be provided:

- Company name;
- Shipping and billing address;
- Part Number;
- Serial Number of the defective unit(s)
- Unit software load;
- Description of the suspected failure;
- Whether any special requirements exist;
- Maintenance Level Agreement contract number (if applicable); and
- Provide a purchase order at the applicable price for billable requests. Billable requests include any request for express service regardless of warranty status. Contact your local Aviat Networks Repair Center for price information.

Important Note: SVRIA must include associated Synergy Maintenance Level Agreement (MLA) contract number in all correspondence(s) in order to avoid being invoiced for services falling within the scope of such Maintenance Level Agreement (if SVRIA requested RMA).

b) **Turnaround Time.** Aviat Networks will provide a Turnaround time on repair as per the following table:

EQUIPMENT TYPE	TAT IN BUSINESS DAYS
TRuepoint Eclipse (IRU600)	<ul style="list-style-type: none"> • Return & Repair: 15 Business Days (after receipt of RMA from Aviat Networks resource or SVRIA) • Advanced 3-5 Business Days

c) **Turnaround Time Calculation.** Turnaround time is measured from the time that a Returned Unit is received at the Aviat Networks Repair Center, which will be advised at time of issuing a RMA, until the time that it is shipped from the Aviat Networks Repair Center. Thus, the measurement of turnaround time does NOT begin when the Returned Unit is shipped from SVRIA's premises and does NOT include the shipping time accrued after the Returned Unit is shipped from the Aviat Networks Repair Center to SVRIA's premises. Additionally, Turnaround time will not be guaranteed in the following situations:

- If more than five (5) Units of the same type or more than ten (10) Units of any type are received at the same time.
- Missing information such as failure details, return shipping address, shipping instructions and/or any other information that may affect the start of the repair process of the shipment of the Returned Unit as the repair completed.
- Any Returned Unit received due to any of the reasons listed in the [Exclusions from Repair & Return](#) Clause of this Section.
- Returned Units placed in Isolation.
- Event of Excusable Delay as described under the [Excusable Delay](#) Clause of the Additional Terms & Conditions Section of this Agreement.

d) **OEM.** For OEM, repair turnaround times are set by the OEM supplier. Aviat Networks close working relationship with OEM suppliers assures the best possible turnaround time. These times will be communicated to SVRIA at time of RMA issuance.

- e) **Packaging and Shipping Procedures.** Both Aviat Networks and SVRIA are obligated to ensure that all deliveries are packaged in such manner as to achieve suitable mechanical and environmental protection during storage, handling and transport to the delivery address. Electrostatic Discharge (ESD) precautions should be followed during handling and packaging of all Units delivered. For each consignment of Units shipped to Aviat Networks, SVRIA must provide a detailed Packing List and Commercial (Proforma) Invoice to support the delivery. Each Commercial Invoice must clearly state the full description, the value of each Unit and the RMA Number. Once a Unit has been repaired and shipped to SVRIA at the address provided upon RMA request, Aviat Networks will send a pre-alert notification to SVRIA comprising a faxed copy of the Commercial Invoice and Airway Bill Number pertaining to the shipment.
- f) **Exclusions from Repair & Return.** The services to be rendered by Aviat Networks under this Agreement shall not comprise any damage, defects, malfunctions or failures caused by one or more of the following:
- Damage caused by mishandling, customer or third-party negligence, abuse or operation outside the Aviat Networks environment specifications, or due to a cause not solely attributed to Aviat Networks.
 - Modifications, alterations, or repairs made other than by Aviat Networks.
 - Damages by persons other than Aviat Networks or its authorized service providers.
 - Any modification, removal or obliteration of a serial number or other identifying mark or any attempts thereof other than by Aviat Networks' authorized personnel.
 - Damage that occurs during shipment from SVRIA premises to Aviat Networks' premises outside the RLP (if applicable).
 - Installed, stored, used, handled or maintained contrary to Aviat Networks' written instructions.
 - Used in conjunction or combination with third-party material or equipment without the consent of Aviat Networks.
 - Units returned for repair where there has been misuse, neglect, power failures, surges, accident or acts of nature such as fire, lightning strikes or flood.
 - Note: If the Returned Unit is no longer manufactured and/or is OEM, Aviat Networks will work with OEM to provide equivalent replacement.

Repairs necessitated during the Agreement period by any of the above causes may be made by Aviat Networks, and SVRIA shall pay Aviat Networks' standard charges for time and materials, together with all shipping and handling charges arising from such repairs.

- g) **Stockpiling of Failed Units.** Aviat onsite corrective maintenance resource or SVRIA (depending on who opens the RMA) agrees to obtain an RMA Number for all failed Units from an Aviat Networks Repair Center immediately following a failure and return the Units for repair immediately after receipt of the RMA Number from Aviat Networks. Following execution of this Agreement the SVRIA agrees not to stockpile failed Units and accepts that Aviat Networks will not be required to meet the Turnaround Times outlined in this Agreement if the Units are not returned to Aviat Networks on receipt of an RMA Number or if they are stockpiled.

4.2 Advance Replacement

Advance Replacement provides SVRIA with shipments of a limited number of Units intended as an advanced replacement of Returned Units, upon SVRIA's request. The service encompasses the following:

- a) **Repair Center Support.** Aviat onsite corrective maintenance resource or SVRIA (depending on who opens the RMA) shall place Advance Replacement requests at the following link: http://support.aviatnetworks.com/requestrma/select_prod_line.asp. This link is available for use 24 hours a day, 7 days a week. Aviat Networks will typically fax or email a confirmation with an RMA Number within one (1) business day. Requests can also be made via telephone during such Aviat Networks Repair Center's Business Hours.
- b) **Packaging and Shipping Procedures.** Both Aviat Networks and SVRIA are obligated to ensure that all deliveries are packaged in such manner as to achieve suitable mechanical and environmental protection during storage, handling and transport to the delivery address. Electrostatic Discharge (ESD) precautions should be followed during handling and packaging of all Units delivered. For each consignment of Units shipped to Aviat Networks, SVRIA must provide a detailed Packing List and Commercial (Proforma) Invoice to support the delivery. Each Commercial Invoice must clearly state the full description, the value of each Unit and the RMA Number. Once a Unit has been repaired and shipped to SVRIA at the address provided upon RMA request, Aviat Networks will send a pre-alert notification to SVRIA comprising a faxed copy of the Commercial Invoice and Airway Bill Number pertaining to the shipment.

- c) **Returned Unit.** SVRIA agrees that the Returned Unit must be repairable and does not fall into any of the categories listed in the [Exclusion from Advance Replacement](#) clause.
- d) **Exclusion from Advance Replacement.** The services to be rendered by Aviat Networks under this Agreement shall not comprise any damage, defects, malfunctions or failures caused by one or more of the following:
- Damage caused by mishandling, customer or third-party negligence, abuse or operation outside the Aviat Networks environment specifications, or due to a cause not solely attributed to Aviat Networks.
 - Modifications, alterations, or repairs made other than by Aviat Networks.
 - Damages by persons other than Aviat Networks, or its authorized service providers.
 - Any modification, removal or obliteration of a serial number or other identifying mark or any attempts thereof other than by Aviat Networks' authorized personnel.
 - Damage that occurs during shipment from the Customer premises to Aviat Networks' premises outside the RLP (if applicable).
 - Installed, stored, used, handled or maintained contrary to Aviat Networks' written instructions.
 - Used in conjunction or combination with third-party material or equipment without the consent of Aviat Networks.
 - Units returned for repair where there has been misuse, neglect, power failures, surges, accident or acts of nature such as fire, lightning strikes or flood.
- e) **Limits.** SVRIA is entitled to receive a limited number of Advance Replacement Units per year. This number is not to exceed ten percent (10%) of the total Repair & Return requests during that year.
- f) **Unavailability.** If an Advance Replacement Unit is not available, then Aviat Networks will repair the Returned Unit within a mutually agreed Turnaround time. SVRIA agrees that repair of the Returned Unit shall be Aviat Networks' sole obligation, and the Customer's sole remedy, if an Advance Replacement Unit requested by SVRIA is not available.
- g) **Turnaround Time Commitments.** Standard Advanced Replacement service ensures SVRIA will receive a comparable unit to the one being returned within 3 to 5 business days from date of RMA. Customer will be informed at time of RMA request whether this service can be provided or not depending on component availability.

4.3 Repair Logistics Program (RLP)

Aviat Networks shall provide free freight to SVRIA for all Units returned via the Aviat Networks Repair Logistics Program (RLP). Aviat Networks is responsible for all tariffs, duties, or taxes associated with importing Units for repair. To implement the return of a Unit via this Program, Aviat onsite corrective maintenance resource or SVRIA (depending on who opens the RMA) shall request an RMA for the Unit using the link in the [Repair Services](#) or [Advance Replacement](#) Sections or the contact information as listed in the [Aviat Networks Contacts](#) Section.

4.4 Remote Technical Support 24 X 7

SVRIA 24 X 7 Remote Support

24 X 7 Remote Support provides around-the-clock (24 X7) telephone access to Aviat Networks' Technical Assurance Center in order to resolve Critical Service Requests, Major Service Requests, Minor Service Requests and Inquiry Service Requests.

- a) **Telephone Number.** Aviat onsite corrective maintenance resource or SVRIA may contact Aviat Networks' Technical Assistance Center (TAC) regarding such Service Requests via telephone at any time during the day or night. For night support services (after business hours in the local time zone), Aviat Networks will handle all such requests that are Critical or Major that the SVRIA reasonably categorizes as being High Priority. In addition with this service SVRIA can pre-schedule after hours support when doing a new software installation or a network upgrade related to covered equipment.
- b) **Rapid Response Time.** Aviat Networks will route Critical Service Requests to the appropriate TAC subject matter expert within fifteen (15) minutes of call receipt.
- c) **Service Request Number.** Aviat Networks will assign, to each Service Request, a number that will be logged, tracked and stored in our Case Management database.
- d) **Service Request Management.** Aviat Networks will dedicate continuous attention to Critical and Major Service Requests until service is restored or request is closed. Aviat Networks will work to resolve the Service Request until SVRIA accepts the proposed solution, at which point the TAC will close the Service Request.

- e) **Documented Escalation Procedures.** Aviat Networks will implement internal escalation and notification procedures in order to facilitate the timely resolution of Service requests by a TAC Engineer with an adequate level of expertise. The technical support process includes rigid managerial escalations that are intended to facilitate the appropriate handling of recovery efforts and SVRIA being regularly updated on the status of the Service Request.
- f) **Service Request Submission.** Under this Agreement, there is no limit to the number of Service Requests that SVRIA may submit for resolution. SVRIA may also define and authorize specific users within its organization to have access to this Service Request Submission Service. To ensure appropriate management of this support Aviat Networks has implemented a Support Assurance Program where an Express PIN will be assigned to SVRIA which clearly identifies the level of service SVRIA is entitled to receive. All Service Request Submissions will require Express PIN information prior to being submitted.

Service Request Severity Classifications

There are four (4) Service Request severity classifications: (a) Critical; (b) Major; (c) Minor; and (d) Inquiry. Critical, Major and Minor Service Requests pertain to problems in the Product. Inquiry Service Requests pertain to questions about the Product or Services. The four (4) Service Request severity classifications are defined as follows:

- a) **Critical Service Requests** are those that severely affect service, traffic, billing and/or maintenance capabilities, and require immediate corrective action (regardless of the time of day or day of the week).
- b) **Major Service Requests** are those that cause conditions that seriously affect Product operation, maintenance and/or administration, and require immediate attention. The urgency is less than in Critical Service Requests because of a lesser immediate or impending effect on Product performance, customer and/or network operation and revenue.
- c) **Minor Service Requests** are problems that are tolerable during Product use, do not significantly impair the functioning of the Product and do not significantly affect service to customers.
- d) **Inquiry Service Requests** are questions about technical details concerning the usage or behavior of the Product.

4.5 Corrective Maintenance

Corrective maintenance provides for the dispatch of the necessary support personnel and test equipment for the purposes of diagnosing a problem, restoring service or correcting a service request that Aviat Networks has unsuccessfully attempted to resolve remotely from one of our Technical Assistance Centers.

The corrective maintenance service will be provided on equipment supplied by Aviat Networks only.

The service is provided according to the following Service Level Agreement (SLA):

CRITICAL FAULTS	4 Hours
MAJOR FAULTS	8 Hours
MINOR SERVICE REQUESTS	Next Business Day

Aviat Networks shall use its best effort to resolve each maintenance request within four (4) hours of the Aviat Networks first level support personnel arriving at the Site. Notwithstanding anything contained herein to the contrary, all services provided may be performed by Aviat Networks directly or through one or more qualified Subcontractors. Aviat Networks shall coordinate, supervise, manage and be responsible for the services of all the Subcontractors.

After the problem has been identified and addressed, a detailed Corrective Maintenance Report (CMR) will be provided to SVRIA at the close-out of this service.

Exclusion: Climbing Towers/Antennas is excluded from scope of work and pricing (Aviat and OEM repairs as outlined in section 2 “Supported Products” are covered, just not the actual climbing of towers).

Per Incident Charges: Climbing Towers/Antennas is not included. When provided outside of maintenance coverage, there is a minimum of 2 days onsite which will be charged for this service. In addition there will be applicable travel charges for this service which will depend on the region within which it will be delivered.

Limitations: In order to meet the on-site SLA response requirements, SVRIA is responsible for providing access to difficult to reach sites (i.e. site not accessible by public road using 2 wheel-drive vehicles or those requiring specialized transport vehicles) or to sites that require customer presence. SVRIA is responsible for making available spare parts.

4.6 Preventive Maintenance

Preventative Maintenance provides a resource to work with SVRIA in reviewing operational aspects related to the performance of Aviat Networks equipment and associated software within the SVRIA's network. A resource will come on-site to all customer locations covered under the associated agreement for this service. Once analysis is complete, Aviat Networks will provide a written summary of findings, make recommendations and obtain customer agreement to proceed with recommended corrective action.

An engineer is deployed to site within 3 days of the request from the customer or per the scheduled commitment within support agreement for this service. A system health check on Aviat Networks' equipment will be completed which includes performance testing and an analysis of historical data. A visual site audit is included under this service offering, which includes the following:

- Spot check Internal and external grounding
- Visual inspection of indoor and outdoor equipment
- Visual inspection of all cables, connectors, weather proofing
- Visual inspection of antenna installations
- Verify DC power levels

During the on-site time, the Aviat Networks' resource may, with the customer's agreement, perform routine upgrades to operating firmware or software that do not require network downtime. This preventative service work covers all Aviat Networks Microwave radio equipment, associated OEM equipment, DC systems and the Antenna Systems.

A final report will be presented to the customer stating findings, conclusions and any further recommendations.

4.7 ProVision Support 24 X 7

Aviat Networks shall provide remote technical support to SVRIA on ProVision. The remote technical support 24 X 7 shall be provided as per the terms outlined in the Remote Technical Support 24 X 7 section of this Agreement.

Aviat Networks shall provide support on the current and previous ProVision production release and will investigate all reproducible product anomalies for the supported version. Aviat Networks shall also provide general availability releases and product updates to SVRIA free of charge during the coverage period.

4.7.1 SVRIA responsibility

To enable the Aviat Networks TAC to fully investigate ProVision issues, SVRIA shall provide the TAC the appropriated logs and remote access where possible. SVRIA will provide the capability to allow Aviat Networks to remotely access the Customer's network by means of a secure internet connection to SVRIA's site.

4.7.2 Exclusion from ProVision Support 24 X 7

The services to be rendered on ProVision by Aviat Networks under this Agreement shall not comprise any services, which are required as a result of one or the more of the following:

- SVRIA using old versions of ProVision. The ProVision Agreement provides regular updates; SVRIA is required to have the current GA release or the previous GA release installed and commissioned before they can obtain Aviat Networks technical support.
- SVRIA's lack of basic user training. It is expected that all users will have received basic user training when the ProVision system was installed.
- Network Planning; NMS Integration; Training courses; Installation and Commissioning; On Site Support. These are separate Aviat Networks service offerings, which are not delivered under this Agreement.

4.8 Software Maintenance support

Software maintenance support remotely provides for the routine maintenance, and upgrade of the firmware and software associated with an Aviat Networks solution set as it becomes required from time-to-time as recommended by the manufacturer. This support service will ensure that the latest mandatory releases are available for SVRIA to implement within the network (class 1 maintenance releases, normally addressing software bugs or performance improvement issues). It is important to note that Aviat Networks does not support products where the operating software is more than two (2) major revisions behind the current production release. Aviat Networks will perform the upgrades remotely during a pre-planned maintenance window.

4.9 Remote Monitoring Services

Aviat Networks' Managed Network Services solution provides SVRIA with a bundled offering that combines traditional network monitoring and event management services with fault resolution to offer end-to-end operations management solutions. When bundled together, services in this portfolio offer a broad, all-in-one-solution set managed through a single point of contact – the Aviat Network Management Center (NMC). Aviat Networks is providing SVRIA with the following bundled services:

- **Surveillance and Network Monitoring**
 - Continuously monitor network elements.
 - Detect Faults
- **Event Management**
 - Triage**
 - Correlate Alarms
 - Assess Severity and Service Impact
 - Troubleshooting**
 - Diagnose and isolate the fault
 - Coordinate restoration and repair
 - Actively manage the event from "cradle to grave."
- **Notification**
 - Report events to SVRIA in real-time
- **Trouble Ticketing**
 - Document the fault
 - Manage ticket until fault is resolved
 - Generate trouble ticket reports
- **Call out and Dispatch**
 - Dispatch field operations and vendors for physical analysis and repair
- **Failure Analysis**
 - Generate a post mortem report to document issue
 - Drive continuous improvement of process and tools
- **Reporting**
 - Daily, weekly and monthly reports

4.10 Proactive ECOMM system administrative support role

In collaboration with Aviat NOC, the Aviat Field Engineer shall provide services and support to SVRIA and ECOMM member agency staff including:

- Configuration review and testing of ECOMM network equipment additions and changes
- Review of proposed ECOMM applications and participation with SVRIA staff in the application approval process

- Provides recommendations as to best approaches and best practices to SVRIA and EComm member agency staff to link new sites to the EComm network or to implement EComm applications
- Provide recommendations as to best approaches and best practices to SVRIA and EComm member agency staff to achieve timely response to service affecting problems identified by the NOC or originated by EComm member agencies (intended to assist EComm users with general troubleshooting and RCA)
- Maintains liaison with the NOC to monitor ECOMM network utilization and performance. Working with NOC, interprets management reports.
- Proactively recommends changes in ECOMM network configuration and use to optimize network performance
- As request by SVRIA staff, audits firewall logs to identify potential security threats, supports SVRIA staff in the identification and resolution of security issues
- Proactively recommends and helps to implement preventive maintenance plans to ensure that network reliability and availability is monitored, managed, maintained and operated per service level agreements
- Trains and assist SVRIA and ECOMM member agency staff on issues including operations of the network, configuration of host servers and member agency network equipment, and how to utilize network services
- Make recommendations regarding necessary or desirable updates or changes, including but not limited to; spares inventory, system component end of life/ end of support considerations, the merits of available updates or upgrades to system components

5. AVIAT NETWORKS CONTACTS

Outlined below is the process to contact Aviat Networks once the Agreement is effect.

For Support, please contact the appropriate Support function:	
<p>NORTH AMERICA and CARIBBEAN Repairs, Returns & Advance Replacements Phone: 1-800-227-8331 OR (210-561-7400) selecting Option 1 FAX: 210-561-7399</p> <ul style="list-style-type: none"> • E-mail: rma.americas@aviatnet.com <p>Online RMA Request: http://support.aviatnetworks.com/requestrma/select_prod_line.asp</p>	<p>NORTH AMERICA and CARIBBEAN Technical Assistance Phone: 1-800-227-8332 OR (210-561-7400) selection Option 3 FAX: 210-561-7399 E-mail: TAC.AM@aviatnet.com Online Technical Assistance Request:http://support.aviatnetworks.com/requestrma/select_prod_line.asp</p>
For Questions or concerns on the Agreement either before or after it is in effect, please contact:	
<p>NORTH AMERICA and CARIBBEAN Contact: Rick Wallace, Sr. Manager Support Services, North America Phone: 919-767-3299 E-mail: rick.wallace@aviatnet.com OR aviatcareservices@aviatnet.com</p>	

6. ADDITIONAL TERMS AND CONDITIONS

This agreement is between the party purchasing services described herein (the "Customer") and, for Customers located in the United States or outside of the United States, with Aviat Networks Operating Corporation, a wholly owned subsidiary of Aviat Networks Inc., with offices at 5200 Great America Parkway in Santa Clara, California hereinafter referred to as "Aviat Networks".

6.1 SCOPE OF SERVICES

Aviat Networks will furnish the services outlined in the [Service Level Support](#) Section of this Agreement hereinafter referred to as "Services" for the Products for Customer as may be required from time to time for the period specified in the [Duration of Support Period](#) Section providing receipt and acceptance of the Customer's purchase order. The Services will be provided in conformity with the terms, conditions, specifications and other requirements of this Agreement and each request for Services will be governed by the terms and conditions stated herein.

The Customer must ensure that the Products to be included in this Agreement be in good operating condition prior to the commencement of this Agreement. Aviat Networks reserves the right to inspect any and all of the Products to be included in the Agreement prior to the commencement of the Agreement, and if the Product is found to be defective, the Customer shall be responsible for the cost of repair of the defective units.

An authorization to return Units to Aviat Networks under this Agreement must be obtained from an Aviat Networks representative prior to making shipment to the Aviat Networks' Repair Center. Aviat Networks warrants that each Unit that is repaired or replaced under this Agreement, shall, at the time of return to Customer, for a period of ninety (90) days thereafter or until the expiration or termination of this Agreement, whichever is longer, be free from defects in materials and workmanship. Such warranty shall not include any consumable components to which a specific manufacturer's guarantee applies. If any Unit shall prove to be defective in materials or workmanship under normal intended usage, operation and maintenance during the term of this Agreement, as determined by Aviat Networks after examination of the Unit claimed to be defective, then Aviat Networks shall repair or replace, at Aviat Networks' sole option, such defective Unit, in accordance with procedures specified herein, at no additional cost, exclusive, however, of the cost of labor by the Customer's own employees, agents or contractors in identifying, removing or replacing the defective part(s) of the Units.

Liability of Aviat Networks for breach of any and all warranties hereunder is expressly limited to the repair or replacement of defective Units as set forth in this Agreement, and in no event shall Aviat Networks be liable for special, incidental or consequential damages by reason of any breach of warranty or defect in materials or workmanship. Aviat Networks shall not be responsible for repair or replacement of Products which have been subjected to neglect, accident (including fire, flood, storm, lightning strike, or other act of God), Customer's fault or negligence or improper use, or Products which have been altered by anyone other than Aviat Networks or an agent authorized by Aviat Networks or Products that are not repairable due to component availability.

Expedited Services such as Emergency Repair may be requested and will be executed based on inventory availability only. Expedited Services such as but not limited to Emergency Repair, etc. are not included in the Program and will be quoted at time of service request.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED, OR STATUTORY. IN PARTICULAR, THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY DISCLAIMED AND SHALL NOT BE APPLICABLE EITHER FROM AVIAT NETWORKS OR ANY OTHER EQUIPMENT MANUFACTURER. AVIAT NETWORKS' WARRANTY OBLIGATIONS AND CUSTOMER'S REMEDIES THEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS CONTRACT, UNDER NO CIRCUMSTANCES SHALL AVIAT NETWORKS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY CLAIMING UNDER CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR LOSS OF CAPITAL, REVENUE OR PROFITS AS A RESULT OF A BREACH OF ANY PROVISION OF THIS CONTRACT. CUSTOMER HEREBY INDEMNIFIES AVIAT NETWORKS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO THE INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT, WHETHER ON ACCOUNT OF NEGLIGENCE OR OTHERWISE. IN NO EVENT SHALL AVIAT NETWORKS' LIABILITY TO CUSTOMER, OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE LESSER OF \$100,000.00 USD OR THE ACTUAL SALES PRICE PAID BY CUSTOMER FOR ANY ITEMS SUPPLIED HEREUNDER.

6.2 PRICES/PAYMENT/TAXES/SHIPPING

All payments shall be made via bank transfer to the accounts specified on the invoice, in full in Advance of the commencement of each year of service/coverage. The total amount is due and payable to Aviat Networks within thirty (30) days of the invoice date, subject to credit approval. In the event any payment due by Customer hereunder is past due, Aviat Networks reserves the right to withhold Services until such payment is received. Prices and payment terms for Services or Products not included in this Agreement, such as Emergency Repair, etc., will be established on a case-by-case basis subject to the mutual agreement of the parties.

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 shall pay, or upon receipt of invoice from Aviat Networks, shall reimburse Aviat Networks for all such taxes or charges levied or imposed on Customer, or required to be collected by Aviat Networks, resulting from this transaction or any part thereof.

All shipments made by Aviat Networks under this Agreement are made via the methods (as applicable) outlined in the [Repair Services](#) and/or [Advance Replacement](#) Sections or the [Repair Logistics Program](#) Section (if purchased) of this Agreement. Unless instructed otherwise, Aviat Networks will arrange for standard commercial shipping. In the event Customer requires other than standard commercial shipping, Customer will be responsible for any additional costs incurred. Responsibilities regarding the export of items delivered under this Agreement are detailed in the [Export and Re-Export Restrictions](#) and [Export Documents](#) Sections below.

Late payments shall result in the assessment of a late charge equal to one and one-half percent (1 ½%) per month on any outstanding balance, or the maximum amount of interest chargeable by law, whichever is less.

6.3 EXPORT AND RE-EXPORT RESTRICTIONS

Performance and delivery of the equipment, documents, Services and Software sold or delivered hereunder are subject to export control laws and regulations of the United States, as applicable, and conditioned upon receipt of required U.S. Government licenses and approvals by Aviat Networks. Customers shall not export or re-export Products or technical data delivered hereunder from the United States without complying with regulations of the Bureau of Export Administration of the United States Department of Commerce, as applicable. Customers shall not re-export the Products and technical data delivered hereunder from the country of delivery or to any facility engaged in the design, development, stockpiling, manufacturing or use of missile, chemical or biological weapons without fully complying with the regulations of the above United States government agencies. Customer warrants that it will comply with the United States Foreign Corrupt Practices act of 1997, as amended. Customer shall defend, indemnify and hold Aviat Networks harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section.

6.4 EXPORT DOCUMENTS

Customer shipments, under this Agreement, to Aviat Networks shall be made via the methods (as applicable) outlined in the [Repair Services](#) and/or [Advance Replacement](#) Sections or the [Repair Logistics Program](#) Section (if purchased) of this Agreement. Customer shall be responsible for insurance and for clearing incoming Products through customs in their country.

Customers shall be responsible for obtaining any necessary import licenses into the country of delivery. Aviat Networks shall provide certificates of delivery, affidavits of origin, and other information under its control which is necessary for Customer to import Products.

Customers shall provide all information, certificates and Letters of Assurance necessary for Aviat Networks to obtain any export licenses required for Aviat Networks to export Products out of the country for repair, as applicable. Aviat Networks shall be responsible for selection and/or approval of freight forwarder(s). In the event that Customer wishes to utilize a freight forwarder that is not acceptable to Aviat Networks, Customer shall be the shipper of record and shall be responsible for obtaining required export licenses which shall be in the name of the Customer.

6.5 EXCUSABLE DELAY

Aviat Networks shall be excused from performance under this 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 a public enemy, labor difficulties or disputes, failure or delay in delivery by Aviat Networks' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of God, or Customer's fault or negligence.

In the event of an excusable delay, Aviat Networks shall make reasonable efforts to notify Customer of the nature and extent of such a delay and Aviat Networks (i) will be entitled to a schedule extension on at least a day-for-day basis, (ii) in the event of Customer's fault or negligence, will be also entitled to an equitable adjustment in the price of this contract.

6.6 TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice without cause. In such event, Aviat Networks shall refund to Customer a pro-rated amount of the annual fee paid based on the complete months remaining in the term. In the event Customer terminates the Agreement without cause earlier than the ninth (9th) month of each year of the Agreement, Aviat Networks reserves the right to retain the pro-rated amount of the annual fee through the month of termination or the actual cost incurred by Aviat Networks hereunder, whichever is greater.

Either party may terminate this Agreement immediately upon notice in writing to the other party if the other party shall breach any provision of this Agreement in any respect and such breach remains un-remedied thirty (30) days after notice thereof from the non-breaching party. In the event this Agreement is terminated due to the breach of Customer, Aviat Networks shall retain the entire amount of the annual fee paid by Customer.

The right of termination provided herein is absolute and neither party shall be liable to the other for damages or otherwise by reason of such termination.

6.7 ASSIGNMENT

Customer may not assign this Agreement in whole or in part without the prior written consent signed by an officer of Aviat Networks. Such consent shall not be unreasonably withheld.

6.8 GOVERNING LAW, VENUE AND JURISDICTION

This Agreement will be governed by and construed in accordance with the laws of the State of California. The parties agree that any action to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between Aviat Networks and Customer will be brought in a local or Federal court of competent jurisdiction in Santa Clara, California.

6.9 ENFORCEABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired.

6.10 LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY CLAIMING UNDER THE OTHER PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, AND CONSEQUENTIAL OR LOSS OF PROFIT TYPES OF DAMAGES AS A RESULT OF A BREACH OF ANY PROVISION OF THIS CONTRACT. CUSTOMER SHALL INDEMNIFY AVIAT NETWORKS 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 SERVICES OR PRODUCTS PROVIDED HEREUNDER, WHETHER ON ACCOUNT OF NEGLIGENCE OR OTHERWISE.

6.11 COMPLIANCE WITH LAW

Customer agrees to assist Aviat Networks to comply with any applicable conventions, laws, rules, regulations, and bylaws incident to its activities under this Agreement, including, without limitation, United States export control regulations, the United States Foreign Corrupt Practices Act, and the United States anti-boycott regulations. Customer will promptly deliver to Aviat Networks a copy of any notice or instrument alleging a violation of any of these laws.

6.12 ENTIRE AGREEMENT

This Agreement supersedes all previous communications, transactions, 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 shall be binding on either party unless made in writing and signed by a duly authorized representative of both parties.

EXHIBIT B
INSURANCE REQUIREMENTS

AVIAT shall procure and maintain the following insurance coverage for the duration of the AGREEMENT in connection with work performed by AVIAT, its agents, representatives, employees or subcontractors at its sole cost and expense.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence") form CG 0001, including products and completed operations; and
2. Insurance Services Office form number CA 0001 covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and endorsement CA 0025. Coverage shall also to include Code 8 "hired autos" and Code 9 "non-owned" autos; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability Insurance; and
4. Professional Liability Errors and Omissions.

B. Minimum Limits of Insurance

AVIAT shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insurance Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the AUTHORITY.

D. Other Provisions

AVIAT's policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

- a. The AUTHORITY, its officers, employees, agents and contractors are to be covered as an additional insured as respects: liability arising out of activities performed by, or on behalf of, Aviat; products and completed operations of Aviat; premises owned, leased or used by Aviat; or automobiles owned, leased, hired or borrowed by Aviat. The coverage shall contain no special limitations on the scope of protection afforded to the AUTHORITY, its officials, employees, agents and contractors.
- b. Aviat's insurance coverage, when it applies per this contract, shall be primary insurance as respects the AUTHORITY, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the AUTHORITY, its officials, employees, agents or contractors shall be excess of AVIAT's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the AUTHORITY, its officials, employees, agents, or contractors.
- d. Coverage shall state that AVIAT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverage

- a. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days prior written notice has been given to the AUTHORITY.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to the Risk Manager.

F. Verification of Coverage

AVIAT shall furnish the AUTHORITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and/or endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

G. Subcontractors

AVIAT shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each.

