



Dukes County Sheriff's Office

MVPSCS

(Martha's Vineyard Public Safety Communications System)



MVPSCS PUBLIC SAFETY COMMUNICATIONS ADVISORY BOARD

Regular Meeting Agenda

November 15, 2021

14:00

Tisbury Fire and EMS Station Meeting Room
215 Spring Street, Vineyard Haven, MA 02568

1. Public Comment
2. Approval of Minutes from July 29, 2021 Meeting
3. New Business
 - Review of Maintenance Order # 1 for FY 2022
 - Review of FY 2023 Budget
4. Next Meeting

Posted: November 10, 2021
Dukes County Sheriff's Office



Dukes County Sheriff's Office

MVPSCS

(Martha's Vineyard Public Safety Communications System)



JOINT MEETING OF MVPSCS COMMUNICATIONS FINANCIAL ADVISORY BOARD AND MVPSCS PUBLIC SAFETY COMMUNICATIONS ADVISORY BOARD

Meeting Minutes **DRAFT**

The regular meeting was called to order by Lt. Col. Graczykowski at 1532 Hours on July 29, 2021 at the Dukes County Sheriff's Office Administrative Offices, Conference Room, 9 Flight Path, Vineyard Haven, MA 02568 and simultaneously via Zoom, Meeting ID 280 751 4528.

In Attendance

Chief Randhi Belain, Aquinnah Police Department
Chief Jeremy Bradshaw, Chilmark Fire Department
Sgt. William Brigham, Tisbury Police Department
Timothy Carroll, Town Administrator, Town of Chilmark
Cpt. Anthony Gould, Dukes County Sheriff's Office
Lt. Col. Peter Graczykowski, Dukes County Sheriff's Office
Acting Chief Chris Habekost, Tisbury Police Department
James Hagerty, Town Administrator, Town of Edgartown
Mgr. Tracey Jones, Tisbury EMS Department
Chief Jonathan Klaren, Chilmark Police Department
Chief Greg Leland, Tisbury Fire Department
Jeffrey Madison, Town Administrator, Town of Aquinnah
Chief Bruce McNamee, Edgartown Police Department
Chief Matthew Mincone, West Tisbury Police Department
Chief Greg Pachico, West Tisbury Fire Department
Jennifer Rand, Town Administrator, Town of West Tisbury
Chief Alex Schaeffer, Edgartown Fire-EMS Department
Maj. Susan Schofield, Dukes County Sheriff's Office
Jonathan Snyder, Finance Director, Town of Tisbury
Sgt. Chris West, Dukes County Sheriff's Office
Chief W.F. Nelson Wirtz, Oak Bluff Fire Department

Absent

Chief Erik Blake, Oak Bluffs Police Department
John Grande, Town Administrator, Town of Tisbury

Public Comment

No public comment was provided. Vicki Divoll from Chilmark Finance Committee attended the meeting.

Approval of Minutes

- The Communications Financial Advisory Board and Public Safety Communications Advisory Board reviewed the draft minutes of their December 7, 2020 meeting. Ms. Rand made a motion to approve both sets of minutes as drafted, Mr. Carroll seconded, and the motion passed unanimously by a roll call vote of eligible members.



Dukes County Sheriff's Office

MVPSCS

(Martha's Vineyard Public Safety Communications System)



- The Public Safety Communications Advisory Board reviewed the draft minutes of its June 21, 2021 meeting. Chief Belain made a motion to approve the minutes as drafted, Chief Pachico seconded, and the motion passed unanimously by a roll call vote of eligible members.

New Business

- Maj. Schofield addressed the submitted policy changes and update requests to the Dukes County Sheriff's Office Regional Emergency Communication Center's policies and procedures. Changes related to Edgartown water calls and pager tones for EMS calls will be adopted, as requested.
- Cpt. Gould provided an update on the system replacement and development to the Boards. The Dukes County Sheriff's office has been working with Motorola Solutions and Applied Communication Services on the installation of a new Land Mobile Radio system to replace the existing two-way radio system. Phase 1A infrastructure buildout is complete. Phase 1B includes the completed scope of work for Motorola and a change order for remaining funds pending system completion in Phase 2. In Phase 2, the delivery, programming and deployment of 566 units of EFJ-Viking VHF portable and mobile radios is complete. 4-channel VHF P25 conventional simulcast equipment was installed for Police, Fire, EMS, and paging. 1-channel single site transmit, multi-site receive analog VHF equipment was installed for governmental agencies. Three region specific interop VHF P25 conventional channels were installed for operations.

Cpt. Gould addressed the paging system upgrades and the integration of applications available on mobile devices as a redundancy for emergency incident notifications. The continued coverage improvement goals through the upcoming use of microsites in Edgartown, Oak Bluffs and Tisbury was explained. The strongest digital signal coverage requires line-of-site delivery, and a microsite solution will deliver complete coverage in affected areas through additional rebroadcast equipment. The microsite in Edgartown is necessitated by the elimination of the proposed site on Pennywise Path on a tower owned and operated by Verizon, who initially offered to host the emergency communication system equipment at a commercial lease rate in excess of \$66,000 annually with a yearly escalator of 5%, for 20 years; but subsequently refused to place the equipment on its tower. The Edgartown Water Commission subsequently refused to host the upgraded emergency communication equipment on its water tower, citing the installation of one additional conduit and the sheltered backup generator upgrade. The height of installation at either the Verizon tower or water tower would have provided optimal line-of-site coverage. The alternate tower site on Chappaquiddick was utilized to complete the system, which now necessitates the additional expenditure of \$33,567 annually in backhaul connectivity charges and \$300,000 in one-time development grant funds, including re-prioritization of the regional scope of work in Phase 3. While the engineering and implementation of the Edgartown microsite remains a high priority, the ultimate goal is to construct an emergency communication equipment tower on town owned land, when the permits and further development grant funding can be secured.



Dukes County Sheriff's Office

MVPSCS

(Martha's Vineyard Public Safety Communications System)



Cpt. Gould also explained that, ultimately, the replacement and development of the regional digital radio system thus far has laid the foundation for the eventual transition to the Commonwealth of Massachusetts Interoperable Radio System (CoMIRS), including the installation of a 7/800 MHz trunked radio system, when grant funds are available. When Martha's Vineyard is accepted into CoMIRS deployment program, the final system upgrade will provide the optimal digital coverage throughout Dukes County.

- Cpt. Gould reviewed the FY22 Development Grant funding award of \$1,500,473. Under the awarded Phase 3 funding, the high priority items include: (a) the DFSI hardware and licensing for existing Zetron Max dispatch consoles – Leonardo RF infrastructure; (b) Zetron Max console IP interoperability licensing; (c) AES-256 encryption licensing and hardware for 566 EFJ-Viking radios – for secure communications on secondary dispatch channels with law enforcement and EMS personnel; (d) additional subscriber units – 250 units of EFJ-VP5000 portable radios and 150 units of EFJ-VM5000 mobile radios; and (e) two position dispatch console system for the Mobile Command Unit, including hardware and ten control stations to support mobile interoperable communications. Re-prioritization of the microsite(s) to improve spot coverage was done to re-direct some funding, while maintaining the subscriber unit replacement for public services agencies in FY22.
- Lt. Col. Graczykowski reviewed the FY22 Budget Assessment process. The FY22 budget with a shared expenditure ceiling of \$250,282 was adopted by town meetings in Chilmark, Edgartown, Oak Bluffs, Tisbury and West Tisbury. Mr. Madison reported that Aquinnah's share will be administered via a reserve fund transfer, when approved by the Finance Committee, to the Police Department budget for any approved expenditures in FY22. The Boards agreed this would be an allowed mechanism under the Cooperative Agreement for Emergency Communications and Dispatch Services. Ms. Rand requested that the proposed FY23 budget be submitted in September 2021 so that all categories of expenditures can be reconciled to the agreed upon maintenance areas.
- The Boards discussed the eventual incorporation of the annual assessments into municipal budgets rather than continuing to handle these requests through annual town meeting warrants. Ms. Rand indicated that, once the development phase is completed, and the annual maintenance amounts stabilize with more accuracy, the consideration will be provided to such solution, similar to other governmental charges.
- Lt. Col. Graczykowski requested that the town representatives consider providing assistance with the competitive procurement of Information Technology services, including RECC ITS, for Martha's Vineyard Law Enforcement (MVLEC) for FY23 contract year. The bid package will be reviewed by an independent consultant, but the towns are asked to lead the cooperative procurement via a process similar to a paving contract so that annual assessments subject to this contract can continue uninterrupted.



Dukes County Sheriff's Office

MVPSCS

(Martha's Vineyard Public Safety Communications System)



- Lt. Col. Graczykowski asked whether the towns were considering requesting American Rescue Plan Act (ARPA) of 2021 windfall funds under the Letter of Inquiry process administered by the County of Dukes County. Ms. Rand responded that the application deadline was very compressed, making it difficult for the towns to evaluate the eligible requests properly. Two eligible expense areas under consideration by MVLEC are essential employee premium pay and broadband infrastructure investment. Mr. Hagerty also recommended that MVLEC evaluate whether ARPA funds can be used to aid with the regional system development and maintenance costs. Cpt. Gould mentioned that the municipal fiber network, if developed, would alleviate the recurring connectivity charges currently paid as part of the annual municipal assessment obligation.

Old Business

- Mr. Snyder inquired on behalf of his Finance Committee whether any further consideration was given to the formula used for annual assessments and if the current formula was officially adopted. Ms. Rand responded that the current formula was adopted by the Financial Advisory Board vote, and no alternate formulae are under consideration at this time.

Next Meeting

The next regular meeting will be scheduled at the Dukes County Sheriff's Office Administrative Offices, Conference Room, 9 Flight Path, Vineyard Haven, MA 02568 and simultaneously via Zoom; as needed, and announced and posted in accordance with Open Meetings Law.

Motion to adjourn was made by Mr. Madison at 1654 Hours, seconded by Ms. Rand, and passed unanimously.

Prepared by:


Sgt. Chris West



Dukes County Sheriff's Office

MVPSCS

(Martha's Vineyard Public Safety Communications System)



MAINTENANCE ORDER #1

FY2022

MVPSCS PUBLIC SAFETY COMMUNICATIONS ADVISORY BOARD

ASNE Generator Preventative Maintenance Service Plan

The attached invoice from Authorized Services of New England (ASNE) details several items that were addressed with the three Generac Industrial Generators and Automatic Transfer switches installed at the RECC, DCR Fire Tower, and Oak Bluffs highway site. This service plan ensures the reliable and proper operation of these newly installed backup power systems and include the following tasks:

- Preventative Maintenance (PM) per Manufacturers' Recommendations
- 24 x 7 Dispatch Center with a toll-free number for all service-related issues
- Annual Diesel Fuel Sampling at DCR Fire Tower
- Annual 2 Hour Load Bank testing at all sites
- Annual Oil/Coolant Sampling at all sites

Total Cost: \$7,835.00

- *Does not include hourly rates for emergency repairs/service*
- *For reference, this item corresponds with the FY22 budget line item estimate 'Hardened Sites Generator Maintenance' in the same amount of \$7,835.00.*

ACSi Radio System Maintenance

The Applied Communication Services Inc. (ACSi) proposal for maintenance support outlines the services necessary to ensure the continuing operations of the MVPSCS and its subscriber units. The proposed services include but are not limited to system management, software, hardware, and emergency repair services. Furthermore, the ACSi proposal includes the maintenance of the portable and mobile radios provided to Town agencies by the Sheriff's Office for the duration of the contract. This includes scheduled repairs and maintenance as needed to ensure continuing operation of the MVPSCS subscriber radios outside of warranty coverage. This does not include accidental damage or replacement.

In addition to the above items, ACSi will also conduct a yearly PM of the critical system components used by public safety to ensure its operating at is designed performance metric. This includes a yearly 'drive test' in which ACSi technicians will conduct a full system coverage assessment. This will aid significantly in ensuring the systems proper operation and identifying potential issues with site equipment that may otherwise go unnoticed.



Dukes County Sheriff's Office

MVPSCS

(Martha's Vineyard Public Safety Communications System)



Total Cost: \$198,370.00

- Does not include new installation of subscriber units or maintenance of new subscriber units as detailed in the attached proposal
- All services outlined are for repairs and maintenance excluded by or outside standard warranties
- For reference, this item corresponds with the FY22 budget items 'ACSi Equipment Maintenance Contract' (estimated at \$137,056.00), Warranty and Upgrades Exclusions (estimated at \$16,058.00) and RECC Maintenance Projections (estimated at \$52,391.22), for the total estimate of \$205,505.22. The budget to actual savings are \$7,135.22.

Comcast Ethernet Network Service (ENS/EDI)

The attached invoice outlines several services in order to maintain this network backhaul connectivity outside of the Aviat Microwave system. In summary, it is necessary to utilize a dual fiber optic connection in order to establish the same level of reliability as our microwave backhaul network. The Ethernet Network Service (ENS) and Ethernet Dedicated Internet (EDI) connections allow for a true 'loop' configuration as discussed in the overall system design. Additionally, if connection is lost for any reason at the Chappy WISP site, the Oak Bluffs highway and RECC site will close this connection, re-forming the loop network. The bandwidth selected is necessary to provide high quality voice traffic across the system and can support future system upgrades for both radio and data backhaul systems.

In addition, we are increasing the yearly cost to maintain the ENS/EDI network to accommodate the new "microsite" at the Edgartown Town Hall. This connection will aid in the enhanced coverage in the downtown area of Edgartown and eliminate potential coverage issues noted in the initial system deployment.

Please note the Comcast contract invoices attached list monthly rather than annual charges; however, the billing is annual. For example, the monthly charges for Oak Bluffs Tower, Chappy WISP and RECC connections are shown as \$2,797.26 per month (x 12 = \$33,567.12 annually), and Edgartown "microsite" connection add-on is shown as \$554.09 per month (x12 = \$6,649.08 annually). Currently, these new connectivity costs are part of the overall system function and costs are apportioned among all system users.

Total Yearly Cost: \$40,216.20

- Total cost for all four sites (OB Highway, RECC, Chappy WISP, Edgartown Town Hall)
- Procured under Commonwealth of Massachusetts ITT46 – Network Services Contract
- For reference this item corresponds with the FY22 budget line item estimate 'Backhaul Lease Costs (estimated at \$33,567.24). The budget to actual increase is \$6,648.96.



Dukes County Sheriff's Office

MVPSCS

(Martha's Vineyard Public Safety Communications System)



Maintenance Order #1 Summary of Costs

ASNE Generator PM	-	\$ 7,835.00	-	Recurring
ACSi Radio PM	-	\$ 198,370.00	-	Recurring
Comcast Ethernet	-	\$ 40,216.20	-	Recurring
FY22 TOTAL	-	\$ 246,421.20		
vs. FY22 Budget	-	\$ 250,282.46		
FY22 Savings	-	\$ 3,861.26		

Please note the FY22 Hardened Sites Generator Utilities | Fuel operational line item, estimated at \$3,375.00, has been absorbed into the Dukes County Sheriff's Office Regional Emergency Communication Center budget.

The following is the FY22 apportionment of actual costs among communities participating in MVPSCS:

FY22 Actual Costs - Cooperative Agreement for Emergency Communications and Dispatch Services

FY20 Dispatches	Dispatches	Variable Share	Equal 1/6 Share	Avg. FY22 Share	FY22 Actual Costs
Aquinnah	998	2.17%	16.67%	9.42%	23,203
Chilmark	2,724	5.91%	16.67%	11.29%	27,818
Edgartown	12,880	27.95%	16.67%	22.31%	54,970
Oak Bluffs	11,529	25.02%	16.67%	20.84%	51,358
Tisbury	12,602	27.34%	16.67%	22.01%	54,226
West Tisbury	5,353	11.62%	16.67%	14.14%	34,846
All Dispatches	46,086	100.00%	100.00%	100.00%	246,421

Coop. Agreement for Emergency Communications & Dispatch Services

FY22 Budget Detail

	<i>Estimated</i>	Actual	Variance
ACSi Equipment Maintenance Contract	<u>137,056.00</u>	<u>198,370.00</u>	<u>61,314.00</u>
Warranty and Upgrades Exclusions			
HVAC (all sites total)	4,365.00	0.00	-4,365.00
UPS Battery Replacement/Maintenance	<u>11,693.00</u>	<u>0.00</u>	<u>-11,693.00</u>
Total Warranty and Upgrades Exclusions	<u><u>16,058.00</u></u>	<u><u>0.00</u></u>	<u><u>-16,058.00</u></u>
Hardened Sites Generator Maintenance			
RECC	2,611.67	2,611.67	0.00
DCR Fire Tower	2,611.67	2,611.67	0.00
Oak Bluffs Highway	<u>2,611.67</u>	<u>2,611.67</u>	<u>0.00</u>
Total Hardened Sites Generator Maintenance	<u><u>7,835.00</u></u>	<u><u>7,835.00</u></u>	<u><u>0.00</u></u>
Hardened Sites Generator Utilities Fuel			
RECC	1,125.00	0.00	-1,125.00
DCR Fire Tower	1,125.00	0.00	-1,125.00
Oak Bluffs Highway	<u>1,125.00</u>	<u>0.00</u>	<u>-1,125.00</u>
Total Hardened Sites Generator Utilities Fuel	<u><u>3,375.00</u></u>	<u><u>0.00</u></u>	<u><u>-3,375.00</u></u>
* NOTE - these costs were absorbed by DCSO			
Backhaul Lease Costs			
Comcast - RECC	6,649.08	6,649.08	0.00
Comcast - Chappy WISP	20,269.08	20,269.08	0.00
Comcast - Oak Bluffs Highway	6,649.08	6,649.08	0.00
Comcast - Edgartown "Microsite"	<u>0.00</u>	<u>6,649.00</u>	<u>6,649.00</u>
Total Development Contingencies Reserve	<u><u>33,567.24</u></u>	<u><u>40,216.24</u></u>	<u><u>6,649.00</u></u>
RECC Maintenance			
EOC Additional Dispatch Consoles	15,717.25	0.00	-15,717.25
Radio Over Cellular Integration	10,478.17	0.00	-10,478.17
Cyber Security Auditing	5,239.00	0.00	-5,239.00
Cyber Security Upgrades	7,858.00	0.00	-7,858.00
Essential Spare Console and RF Equipment	<u>13,098.81</u>	<u>0.00</u>	<u>-13,098.81</u>
Total RECC Maintenance	<u><u>52,391.22</u></u>	<u><u>0.00</u></u>	<u><u>-52,391.22</u></u>
Total Costs	<u><u>250,282.46</u></u>	<u><u>246,421.24</u></u>	<u><u>-3,861.22</u></u>

March 19, 2020

Anthony Gould
Duke's County Sheriffs Department
9 Flight Path Rd.
West Tisbury, MA 02868
508-696-7862
agould@dcsoma.org
ASNE Proposal#014349

Hi Anthony,

Authorized Services of New England (ASNE), is pleased to provide the attached proposal for a Preventative Maintenance Service Plan. This agreement details the type and size of your equipment, the scope of work and pricing for the generator maintenance.

ASNE also offers other types of service at different intervals if required as well as Load Bank testing. Please review the agreement to ensure that it will provide the service level you need and the coverage required. If changes are required, please call immediately and we will make the necessary modifications.

This contract is provided as a maintenance program to insure the integrity and operation of your standby generator per manufacturer requirements and recommendations.

Should you find this proposal acceptable, please sign, date and e-mail the contract to me with your payment. If you would like to pay by Credit Card, please contact us directly so that we can process your credit card.

Once we have received your signed contract, our service department will schedule your equipment service. We look forward to servicing your generator and associated equipment.

Thank you.

Sincerely,

Tim Demski

774-245-4970
Business Development Manager
Authorized Services of New England

AGREEMENT between **KNM Holdings, LLC d/b/a Authorized Services of New England** ("Company"), with offices at 410 Forest Street, Suite 3, Marlborough, MA 01752, and **Duke's County Sheriff's Office, 9 Flight Path, West Tisbury, MA 02868.**
 _ASNE Proposal#014349.

Program Features

- Preventative Maintenance (PM) per Manufacturers' Recommendations
 - 24 x 7 Dispatch Center with a toll-free number for all service-related issues
 - 15-Minute Call Back
 - Online Asset Management and Service History Portal
 - Additional Service Offerings
1. PM visits will be scheduled Monday - Friday 8:00 a.m. - 5:00 p.m.
 2. PMs will be performed according to ASNE's standard Scopes of Work, which may be reviewed at [ASNE/Scopes](#).
 3. Service will be performed in accordance with ASNE's Standard Terms and Conditions, which may be reviewed at [ASNE/Terms](#).
 4. Emergency Service calls will be invoiced at the ASNE's rates below.

ASNE Hourly Rate Schedule (subject to change at any time)

LABOR: Labor charges are shown below and are subject to a four (4) hour minimum per service call at the specified rates.

Trade	Coverage	Contractual Hourly Rates
GENERATOR SYSTEMS Includes Generator Units, Automatic and Manual Transfer Switches	Monday - Friday, 8:00 a.m. - 5:00 p.m. Nights and Saturdays Sundays and Holidays	\$ 150.00/hour \$ 225.00/hour \$ 300.00/hour

PARTS Manufacturer's suggested retail price plus twenty percent (20%).

EXPENSES Expense cost plus twenty percent (20%).

TRAVEL Subject to portal-to-portal hourly labor rates plus truck mileage at \$2.00/mile. Other reimbursable out-of-pocket expenses shall be billed at cost plus twenty percent (20%).

The Company agrees to maintain and service the following designated pieces of equipment.

Product	Manufacturer	Description	Model #	Serial #	Frequency	Unit ID	SITE
Generator	GENERAC	100kW	SGO100	3005352433	Semi-Annual	NA	9 Flight Path
ATS	GENERAC	ATS	GTSO40W	3004986262	Annual	NA	West Tisbury
Generator	GENERAC	35kw	TBD	TBD	Semi-Annual	NA	347 County Rd.
ATS	GENERAC	ATS	TBD	TBD	Annual	NA	Oak Bluffs
Generator	GENERAC	35Kw	TBD	TBD	Semi-Annual	NA	Fire Tower Road
ATS	GENERAC	ATS	TBD	TBD	Annual	NA	West Tisbury

Contract Effective Date: September 1, 2020

Contract Amount: **\$7,835.00 Per Annum**

Prices do not include any applicable federal, state, or local taxes.

1. Optional Services:

- | | | | |
|---|-----------|-------------------------------------|----------|
| a. Diesel Fuel Sampling (per Tank) | \$250.00 | <input checked="" type="checkbox"/> | Per Year |
| b. Load Bank Testing (Please choose one) | | | |
| i. 2 Hour (per unit) | \$900.00 | <input checked="" type="checkbox"/> | Per Year |
| ii. 4 Hour | \$1200.00 | <input type="checkbox"/> | Per Year |
| c. Oil/Coolant Sampling (Per unit) | \$200.00 | <input checked="" type="checkbox"/> | Per Year |

OPTIONAL SERVICES TOTAL

Prices do not include any applicable federal, state, or local taxes.

Please Choose Contract Term: 1 Year 2 Year 3 Year

Contract Amount for two- and three-year terms remains **fixed** for equipment and services listed above.

Contract Amendments will be issued for changes that occur during the Contract Term.

Please Choose Billing Frequency: Annual

All agreements of two-thousand dollars (\$2,000.00) or less per annum are subject to annual billing.

Please Provide Purchase Order #: _____ OR No PO Required

Agreement Accepted By:		Agreement Accepted By Company	
Company		Company	KNM Holdings, LLC d/b/a Authorized Services of New England
Print Name		Print Name	
Title		Title	
Email		Email	
Date		Date	
Signature		Signature	

KNM HOLDINGS, LLC d/b/a AUTHORIZED SERVICES OF NEW ENGLAND

SERVICE AND MAINTENANCE AGREEMENT TERMS AND CONDITIONS

- DEFINITIONS:** As used in this Service and Maintenance Agreement ("Agreement"): (A) "ASNE" shall mean KNM Holdings, LLC d/b/a Authorized Services of New England; (B) "Customer" shall mean the party requesting ASNE's services; and (C) "Parties" or "Party" shall mean either Customer, ASNE, or both.
- ELIGIBILITY/INSPECTION:** All equipment that has experienced a lapse in ASNE service coverage (or factory warranty coverage), or has had no service history with ASNE within the previous ninety (90) days, is subject to inspection by ASNE prior to eligibility for any service under this Agreement. Customer is subject to charges for this inspection service at ASNE's then current time and materials rates.
- AGREEMENT TERM:** (A) The Term shall commence on the Contract Effective Date indicated in the Agreement unless service has commenced prior to the date of Agreement or prior to contract signing, and shall remain in effect for the duration chosen therein; (B) For multi-year contracts, this Agreement may be terminated after one (1) year, by either Party giving the other Party thirty (30) days advance written notice of their intent to terminate.
- RENEWAL:** (A) ASNE shall submit a written notice sixty (60) days prior to the expiration of the current term covering any changes and price adjustments to the Agreement; (B) The Agreement shall automatically renew for an additional one (1) year term, unless either Party provides the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the current term.
- HOURS OF SERVICE:** (A) Preventive maintenance visits will be performed during normal working hours, Monday - Friday, 8:00 a.m. - 5:00 p.m., or as otherwise agreed; (B) ASNE shall provide on-call service 24 hours a day, 365 days per year. ASNE will use its best reasonable efforts to respond by telephone to all emergency calls within fifteen (15) minutes of receipt of such calls and provide its best reasonable effort to provide emergency service within the agreed upon time frame.
- PAYMENT TERMS:** (A) Payment for this Agreement shall be net thirty (30) days from invoice date at the applicable contract rates. One full prepayment for all Agreements is required prior to the start of service and is based on billing terms. All Agreements totaling two thousand dollars (\$2,000) or less per annum are subject to annual billing; (B) Late fees of one and one-half percent (1.5%) per month of total invoice amount will be charged for payments received after agreed upon due dates; (C) In the event of non-payment whereby ASNE has to engage the services of a third-party collection agent, Customer is responsible for all costs associated with such activity in addition to the outstanding payments; (D) ASNE reserves the right to discontinue its services until all undisputed past due amounts have been received; (E) For any additional services outside the scope of services purchased under this Agreement, Customer shall be billed at ASNE's then current time and materials rates.
- TAX:** ASNE's price is exclusive of any applicable tax. If ASNE is required to pay or collect any tax or government charges in connection with the services or materials furnished under this Agreement, whether existing or imposed in the future, an additional charge will be made therefore and paid by Customer unless ASNE is provided with a proper tax exemption certificate.
- ASNE'S REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES:** (A) ASNE, during the term of this Agreement, will maintain the contracted equipment during its normal operation, and perform whatever service may be necessary to guard against malfunctions and breakdowns of said equipment. ASNE will perform preventive maintenance, remedial inspections, troubleshooting, and repairs; (B) All parts replaced by ASNE shall comply with the equipment manufacturer's published standards and/or specifications; (C) Each inspection and/or maintenance visit shall comply with the recommendations published by the manufacturer. If such tests are not possible due to plant operation, this shall be noted on the inspection report. ASNE shall not be held responsible for tests not completed due to circumstances beyond its control; (D) ASNE shall not be liable for damages to the equipment if Customer authorizes service, operation, and/or modification of said equipment by another party whereby it results in a shutdown, removal or alteration of the equipment by the other party. In the event of such occurrence, ASNE reserves the right to immediately terminate the Agreement, or if ASNE agrees to continue services, then ASNE will invoice separate of this Agreement for costs incurred to return the equipment to industry standards, in accordance with ASNE's then current time and materials rates, and ASNE shall not be liable for future damages arising from the services performed by the Customer-authorized third party; (E) ASNE shall not be liable for repairs or service to the equipment if damaged by fire, lightning, tornado, sandstorm, hail, explosion, earthquake, smoke, aircraft, motor vehicle, building collapse, riot, vandalism, neglect, misuse, accident, failure of the Customer to perform such acts of service on its part required to be performed in accordance with the manufacturer's recommendations for the equipment in question or under this Agreement, failure of other equipment not covered by this Agreement which is either attached, connected to, or otherwise supports the operation of the equipment covered by this Agreement, or misuse or abuse of the equipment by the Customer or a Customer-authorized third party.
ASNE's obligations hereunder are in lieu of and exclude all warranties, express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose.
- CUSTOMER'S REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES:** (A) The Customer hereby warrants that, prior to the effective date of this Agreement, the equipment which is the subject of this Agreement has been properly maintained and serviced in accordance with the manufacturer's recommendations. If ASNE determines the equipment subject to this Agreement has not been properly maintained and/or has a pre-existing condition whereby ASNE must perform maintenance to bring the equipment up to such standards, then all costs shall be borne by the Customer at ASNE's then current time and materials rates; (B) Customer is liable for all parts, labor, and expenses (at ASNE's then current time and materials rates) incurred by ASNE to evaluate, diagnose, and repair equipment found defective due to faulty manufacture within the terms of each equipment manufacturer's warranty; (C) Customer shall be liable for all parts and labor not covered by this Agreement; (D) Customer shall arrange access to the buildings, arrange use of building services, keep areas adjacent to the equipment free of extraneous materials, move any fixtures, walls, or partitions needed to perform the work under this Agreement, and promptly notify ASNE of any unusual operating conditions prior to the time when ASNE is scheduled to be on site; (E) Customer shall indemnify ASNE for any damages incurred by ASNE, including attorneys' fees, resulting from Customer's failure to secure a right of access for ASNE to any service site or failure to coordinate with appropriate parties as detailed herein; (F) ASNE shall not be liable for equipment damage resulting from a lapse in time created by Customer delays of prior scheduled services. In the event of such occurrence, ASNE may require Customer to

pay all costs, including but not limited to, parts and labor associated with bringing the equipment back to industry standards. Invoicing for such occurrence shall be separate of this Agreement and shall be at ASNE's then current time and materials rates.

10. **SUBCONTRACTING:** ASNE reserves the right to subcontract any portion of the services provided for under this Agreement without the prior consent of Customer.
11. **SAFETY PERSONNEL:** (A) If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during preventive maintenance or other services, Customer shall be responsible for advising ASNE of same and providing for such a person at the site at Customer's cost and Customer shall indemnify ASNE for any damage caused by ASNE in the event Customer fails to do so. If ASNE agrees, in writing, to provide for a safety person, Customer will be billed for such person's time at ASNE's then current time and materials rates; (B) In the event Customer does not notify ASNE of any unusual operating conditions and/or unusual equipment location, then ASNE may refuse to perform services, void, or make necessary changes to Agreement if said unusual conditions threaten the safety of ASNE's employees. Such refusal to perform or changes to this Agreement shall not in any way diminish Customer's duties under Paragraphs 6 and 9, above.
12. **SAFETY PRECAUTIONS AND PROCEDURES:** ASNE shall, upon recognizing a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), immediately stop work in the affected area and report the condition to Customer in writing. When the material or substance has been rendered harmless, ASNE's work in the affected area shall resume upon written agreement of ASNE and Customer. Time to complete the work shall be extended appropriately and the price paid to ASNE shall be increased in the amount of ASNE's reasonable additional costs of demobilization, delay and remobilization.

Customer shall bear the responsibility to render the encountered material or substance harmless. ASNE shall not be required to perform any task of testing, removal, or safe containment of such material or substance.

To the fullest extent permitted by law, Customer shall indemnify and hold harmless ASNE and its agents and employees from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of work in the affected area if the material or substance presents the risk of bodily injury or death and has not been rendered harmless.
13. **FORCE MAJEURE:** (A) During the term of this Agreement, the Customer assigns its rights as the owner of the equipment to ASNE for the purpose of obtaining parts and support services from the manufacturer. ASNE shall act as Customer's agent in this regard; (B) ASNE shall not be liable for delays in obtaining parts or providing services caused by situations beyond its control, including but not limited to acts of God, epidemics, war, riots, transportation delays, acts of terrorism, strikes, lockouts, or the inability to obtain parts from its normal suppliers. In the event of a delay caused by any of the above, ASNE's time to perform said services shall be reasonably extended.
14. **LIMITATION OF DAMAGES:** ASNE's annual liability for any cause whatsoever, including without limitation claims for indemnification, shall not exceed in value the total of the annual service charges paid by the Customer, except in the event that such damage to the equipment has been caused by ASNE's personnel while at the site of the Customer performing an examination, lubrication, routine maintenance, or emergency service; and then, only to the extent of the replacement parts and the installation thereof. In no event shall ASNE be liable for the loss of profits, indirect, special, consequential, or other similar damages, including but not limited to loss of use of associated equipment, investment cost of substitute facilities, rental of equivalent equipment, or claims of the Customer for damage arising out of any breach of this Agreement or obligations under this Agreement.
15. **INDEMNIFICATION:** ASNE and Customer shall defend, indemnify, and hold harmless each other, each other's officers, employees, and agents, from and against any and all third-party claims, liabilities, damages, demands, losses, causes of action and suits, including reasonable attorneys' fees incident thereto, to the extent they result directly from or out of (A) Any injury or death of any person or damage to or destruction of any property caused by the negligent acts, errors, omissions, or willful misconduct of either Party; or (B) Any violation of federal or state regulations, orders, rules or the violation of any other governmental entity by either Party, its agents or employees; or (C) Any breach of Warranty or any negligent performance by either Party of its obligations under this Agreement.
16. **DISPUTE RESOLUTION/TERMINATION:** (A) In the event of unsatisfactory performance or breach of any portion of this Agreement, by either Party to this Agreement, the Parties agree to negotiate promptly, in good faith, and according to the agreements herein as to proper adjustment for said unsatisfactory performance or breach, except for any breach for non-payment which shall be governed by Paragraph 6, above, and shall commence negotiations within seven (7) days of receipt of written demand by either Party. Each Party shall have the right to cancel this Agreement only upon failure of mutual agreement, within thirty (30) days of receipt of any written demand specified above; (B) If termination by Customer occurs prior to the natural expiration date and is without cause then all monies owed to ASNE for the full term must be paid in full at time of termination. Monies not paid at time of termination will accrue at one and one-half percent (1.5%) interest per month; (C) In the event the settlement of any controversy or claim arising out of or related to this Agreement as to breach thereof cannot be concluded by the Parties to the Agreement within thirty (30) days, and if neither Party decides to cancel the Agreement, such claims shall be submitted to Arbitration. Such arbitration shall be in accordance with commercial arbitration rules then in effect by the American Arbitration Association; and both Parties agree to abide by the decision resulting from such arbitration. If necessary, the decision of the American Arbitration Association may be enforced by the courts having jurisdiction over this Agreement; (D) In the event arbitration or legal action is brought by either Party to this Agreement, the prevailing Party shall be entitled to reimbursement of costs and attorneys' fees by the other Party; (E) The laws of the Commonwealth of Massachusetts shall apply and bind the Parties in any and all questions arising hereunder, regardless of the jurisdiction in which the action or proceeding may be initiated or maintained.
17. **NON-SOLICITATION OF EMPLOYEES:** During the term of this Agreement and for a period of one (1) year thereafter, each Party shall not, without the prior consent of the other Party, intentionally solicit for employment any personnel of the other Party who has been directly associated with this Agreement. The Parties agree to inform their personnel of the terms of this paragraph.
18. **USE OF NAME:** Customer acknowledges and agrees that ASNE may reference its service relationship with Customer in general ASNE marketing activities and promotional materials; provided, however, that ASNE shall not disclose any Customer-specific details of this Agreement.

19. **MODIFICATIONS/WAIVERS:** Reference to Customer's request for quotation or other documents is made part of this Agreement only to the extent such items or terms are consistent with this Agreement. No agent or employee of ASNE shall have authority to waive any clause of this Agreement unless approval is obtained from ASNE in writing and signed by an authorized representative of ASNE.
20. **MERGER/INTEGRATION:** This Agreement, including all exhibit(s) and any amendments hereto, constitutes the complete and exclusive statement of the terms of the agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments or understandings with respect to such subject matter. ASNE hereby objects to and rejects any additional or different terms including all preprinted or other terms and conditions of any purchase order submitted by Customer. No modification of this Agreement, or waiver hereunder, shall be binding unless the same is in writing and duly executed by the authorized representatives of the Parties hereto.
21. **ASSIGNMENT/DELEGATION:** Neither Customer nor ASNE may assign this Agreement or any of its rights hereunder without prior written consent of the other. Such consent shall not be unreasonably withheld. This Agreement shall be binding on the Parties hereto, their heirs, successors, and assigns.
22. **SEVERABILITY:** If any section or part of these Terms and Conditions is or becomes illegal, unenforceable, or invalid, then such part or section shall be struck from these Terms and Conditions and the remainder of this Agreement shall remain in full force and effect.

ENGINE

Lubrication System

- ✓ Check oil level and top off as required
- ✓ Inspect for leaks

Fuel System

- ✓ Check and record fuel level
- ✓ Refuel if needed and customer authorizes.
- ✓ Inspect engine fuel lines, pump, and filters for leaks and condition (if applicable)

Air System

- ✓ Inspect louvers for proper operation
- ✓ Inspect air filters
- ✓ Inspect turbo outlet hoses and pipes, tighten clamps and brackets as required
- ✓ Inspect crankcase breathers as required

Cooling System

- ✓ Check coolant level; top off as required
- ✓ Check and record freeze protection
- ✓ Inspect fan shrouds, guards and brackets, tighten any components as required
- ✓ Inspect fan drive belt(s) for condition and proper tension; adjust as required
- ✓ Check condition of mounts, brackets and adjusters, tighten fasteners as required
- ✓ Inspect coolant hoses and pipes, tighten clamps as required, report abnormal conditions
- ✓ Inspect radiator core, report abnormal conditions

Exhaust System

- ✓ Inspect exhaust pipes and flexes where accessible, report abnormal conditions

Electrical System

- ✓ Inspect starter cables, wire and connectors for condition and security; tighten as required
- ✓ Check and record battery float voltage
- ✓ Check electrolyte levels. Add distilled water as required
- ✓ Check charger for proper operation
- ✓ Load test starting batteries and record voltages
- ✓ Inspect electrical control and sensor wire terminations; tighten as required
- ✓ Check operation of jacket water heater and control thermostats

GENERATOR

Mechanical

- ✓ Inspect fan guard for condition and security
- ✓ Inspect air inlet screen for cleanliness, condition, and security
- ✓ Inspect and lubricate bearings as required

Electrical

- ✓ Check and record no load, and full load voltage and amperage
- ✓ Inspect exciter assembly, stator, and field windings for cleanliness and physical integrity.
- ✓ Inspect cable and wire termination at generator for condition and security
- ✓ Inspect end bell enclosure for cleanliness

Controls

- ✓ Check operation of auto start and remote controls
- ✓ Check operation and accuracy of AC and engine instruments
- ✓ Check and adjust system frequency and voltage

Automatic Transfer Switch (ATS)

- ✓ Inspect Transfer Switch components and connections.
- ✓ Replace ATS (AAA rechargeable) batteries yearly, record date.
- ✓ See ATS for detailed SOW if required.

IF CUSTOMER AUTHORIZES

Test run generator under connected load for approximately 15 minutes to ensure proper operation.

Documentation of inspection with recommendations for any corrective action deemed necessary will be provided.

MAJOR SERVICE

Includes all of the above PLUS

- ✓ Change lube oil and lube oil Filter
- ✓ Change Fuel Filter (if applicable)

SCOPE OF WORK

AUTOMATIC TRANSFER SWITCH PREVENTIVE MAINTENANCE SERVICE PLAN FOR ANNUAL / SEMI-ANNUAL SERVICE

Maintenance Inspection

- Perform a general visual inspection of components, connections and equipment cabinets.
- Voltage and current measurements recorded.
- Remove pole covers - inspect for any moisture or signs of wetness.
- Vacuum & clean all accumulated dust.
- Remove any grime with approved solvent.
- Inspect all insulating parts for cracks, or discoloration, due to excessive heat.
- Inspect all main arcing contacts for excessive corrosion - clean as required.
- Inspect all main current arcing contacts for pitting and discoloration, due to excessive heat.
- Manually operate the transfer switch and observe all contacts for proper alignment; adjustments, per customer permission to transfer.
- Lubricate all mechanical moving parts as required.
- Check all main power cable connections.
- Check all control power wiring connections.
- Test all power control sensing devices and calibrate if needed.
- Test all time delay devices and adjust if required.
- Return all switches and devices to normal - conduct a simulated power failure, observe and record all pertinent voltage, current and time data (per customer permission to transfer).
- Perform a thermal scan on all components.
- Provide a formal report with all above findings.



PROPOSAL FOR MAINTENANCE SUPPORT

For Dukes County

OVERVIEW

ACSi is pleased to submit this proposal for continued services to supporting Dukes County in maintaining its recently installed new communications system providing post-sales support and optimization.

The Objective

ACSi Maintenance Support proposal allows you the ability to customize the level of support you require for your communications system based on your needs and budget allowance.

- Support: Available from routine to expert technical consultancy
- Software: Available from security to firmware updates
- Management: Available from proactive, to pre-emptive, to as needed
- Emergency: Available from as needed, to 24x7, to advanced replacement equipment
- Hardware: Available as extended warranty, to service, repair, replace

Support

ACSi's certified trained staff is available to provide technical support service to its clients and clients staff for day-to-day operation and management.

In addition, sometimes clients prefer more technical and advanced conceptual discussions on improvements and optimizations of their communication systems. ACSi provides an option for a more comprehensive availability to engineering support services for its clients.

Support Service is provided during normal business hours by telephone or email access.

Software

Today's latest communications technology has evolved from traditional hardware-based components into software embedded essential functionality. As such it is important to support software and firmware security and priority upgrades. ACSi will monitor, advise, perform bench pre-test (if necessary), then plan and deploy software and firmware upgrades to ensure continued operational performance.

Management

ACSi provides proactive management of your communications overall system performance. Monitoring your system in real-time provides an added layer of protection and support in identifying the health of your communications network.

In addition, ACSi provides an annual on-site preventative maintenance service inspection and test to ensure that all site components are operating as designed, replace worn components and to identify potential areas of concern.

Emergency

In the event of an emergency communication incident, ACSi guarantees an immediate response to ascertain the level of failure and to provide, if possible, a fully recoverable resolution or remedial solution. ACSi provides 24x7 availability and on-site support, scheduled based on reasonable travel accessibility, to identify, coordinate and resolve incidents. ACSi provides optional emergency advanced equipment replacement on certain equipment and components.

Hardware

Hardware support provides maintenance, service, repair, programming, and/or replacement of your equipment. If required, and when available, extended warranty may also be provided as an option.

PRICING

The following table details the annual pricing for the delivery of the services outlined in this proposal.

Support Services	Price
Dispatch Support Services – Business hours telephone and email support	\$900.00
NMS Support Services – Business hours telephone and email support	\$3,000.00
Priority Technical Consultancy Support Services – 24x7 telephone and email support	\$25,000.00
Total Support Services	\$28,900.00
Software Services	
NMS Security Software Updates	\$2,400.00
Dispatch Console Security Software Updates	\$2,400.00
Priority Firmware Performance Updates – Includes in-house performance pre-test	\$5,520.00
Priority Firmware Console Performance Updates – Includes in-house performance pre-test *** Includes Required Zetron Product Service Plan (PSP)	\$12,000.00
Total Software Services Costs	\$22,320.00
Management Services	
Monitoring, Optimizing and Preventative System Analyzation	\$6,000.00
Annual Preventative Maintenance and Optimization Service – 6 Sites	\$14,400.00
Annual Drive Test Data Capture, Analysis, Propagation, Report	\$12,500.00
Total Management Services	\$32,900.00

Emergency Services	
Emergency Response Services – 24x7 On-site, if required, technical support based on travel accessibility. If necessary, includes coordination with third party infrastructure builds (Tower (5), Micro-site (1) and Microwaves (6)) not supplied by ACSi. If needed, costs are billed separately.	\$40,000.00
(Optional) Emergency Response Advanced Replacement Services – 24x7 On-site, if required	
Total Emergency Response Services	\$40,000.00
Hardware Services	
VM5930 7/800 (4)	\$480.00
VM5830 UHF (15)	\$1,800.00
VM6730 VHF (7)	\$840.00
VM5730 VHF (285)	\$34,200.00
VP5230 VHF (495)	\$14,850.00
RBS4000 (46)	\$22,080.00
Total Hardware Services – Scheduled on-site, if needed, includes Labor to repair and Labor to replace	\$74,250.00
Total Annual Support Services	\$198,370.00

Disclaimer: The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of final price. Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed.

QUALIFICATIONS

ACSi is pleased to submit this proposal for continued services to supporting Dukes County in maintaining its recently installed new communications system providing post-sales support and optimization. is continually proven to be an industry leader for high quality/guaranteed product/service in the following ways:

- ACSi is committed to listening and understanding our client’s unique circumstances and end results
- ACSi guarantees a personal client working relationship to achieve the client’s goals and welcomes client’s input
- ACSi studies current trends on evolving technology and the benefits it provides to our clients
- ACSi maintains established trusted partner relationships with its clients

CONCLUSION

We look forward to working with Dukes County. We are confident that we can meet the requirements and stand ready to partner with you for a beneficial solution.

If you have questions on this proposal, feel free to contact Stefan Georgules at your convenience by email at sgeorgules@appliedcomm.com or by phone at (508) 393-9312. We will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration,

Stefan Georgules
Operations Manager

AGREEMENT BETWEEN DUKES COUNTY AND APPLIED COMMUNICATIONS SERVICES, INC. FOR
MAINTENANCE TO SUPPORT PUBLIC SAFETY COMMUNICATIONS SYSTEM

THIS AGREEMENT (the "Agreement") is entered into as of the ____ day of July ____, 2021, by and between Applied Communications Services, Inc, a company organized and authorized to transact business within the State of Massachusetts (hereinafter referred to as "ACSi") and Dukes County, (hereinafter referred to as "Dukes").

ACSi and Dukes agree to the following terms and conditions:

- 1) Equipment covered under this Agreement is outlined on Attachment 1 and covers all equipment supplied by ACSi related to Dukes Public Safety Communication System including tower sites, switches, control equipment, radios, and consoles.
- 2) Services provided by ACSi include Full Preventative Maintenance, Standard Repair and Support Service, Emergency Support Services, Full Warranty Support and Technical Consultancy as outlined below:
 - a) Full Preventative and Remedial Maintenance Service— Full Preventative Maintenance Service is defined as those problems that do not affect the overall performance of the system, but still require attention. Preventative Maintenance Service will include adjustment and replacement of existing components necessary to ensure optimal operation of the supported equipment. Remedial Maintenance is defined as those specified maintenance activities required to correct reported malfunctions and equipment failures.

To assure uninterrupted operation, ACSi will provide a comprehensive full preventative and remedial maintenance program as outlined on Attachment 1 for the supported equipment that includes:

- i) All parts and labor costs
- ii) Periodic checks and alignment to keep the system operating at published specification levels and help prevent failures
- iii) Remedial maintenance, which are services required to correct reported malfunctions and equipment failures
- iv) Annual preventative maintenance system alignment of the supported equipment
- v) A guarantee that repair technicians are properly trained, have the necessary test equipment, service records documentation, spare parts availability, and factory engineering support

b) Standard Repair Service

All supported equipment will be repaired at the lowest replaceable unit (LRU) level. In most cases, this means board, module, or subassembly exchange. Components within LRUs will not be routinely replaced in the field. Wiring defects diagnosed while troubleshooting will be field repaired. Modems, tone remotes and other self-contained units will be field replaced. Internal repairs will not normally be attempted in the field as required by manufacturer warranty terms.

c) Emergency Services —

ACSi will

- i) Provide Priority Assistance Phone Support with a two-hour response, 24 hours per day, seven days per week.
- ii) Provide Emergency On-Site Service as needed with 1st availability travel response time 24 hours per day, seven days per week.
- iii) Maintain a best-efforts spare parts inventory to support failures of the system to assure that most common failures can be corrected in the shortest possible time.

d) Full Warranty Support

Manufacturer's warranty covers all repairs, both parts and labor, after the radio or part is returned to them. To facilitate warranty repairs this Agreement will cover the following:

- On-Site Service Call, including travel time and expenses (if required)
- Technician to troubleshoot the issue
- Removal of equipment (if required)
- Loaner Equipment (if required and as available)
- Equipment Tracking during warranty repair process
- Bench Technician evaluation of equipment before it is shipped to the manufacturer
- Standard Shipping
- Bench Technician re-evaluation when equipment is returned by manufacturer
- Return Service Call including travel time and expenses (if required)
- Reinstallation of repaired part (if required)
- Full-service depot maintenance utilizing best-way shipping methods for all equipment that is required to be returned to the factory for warranty maintenance. If the item is in warranty and cannot be repaired, it will be replaced in accordance with the warranty provisions associated with the original sale of the item.

- Programming of replaced item
- In warranty or post-warranty, the technical evaluation costs are included in this contract.

e) Technical Consultancy

ACSi will provide business hours support availability via telephone and email for higher level technical and advanced conceptual discussions on improvements, enhancements, new products or features, and optimizations of Dukes communication system.

3) Exclusions

Maintenance services provided by ACSi under this Agreement do not include the following:

- a) Repair of damage, defects from malfunctions, or increased service time, caused by the use of equipment for other than the purposes for which it is designed, or caused by neglect or misuse.
- b) Repair of damage, defects from malfunctions, or increased service time, resulting from the alteration or modification of any equipment covered under this Agreement or resulting from the addition or alteration of any ancillary equipment not covered by this agreement.
- c) Repair of damage, defects from malfunctions, or increased service time, caused by mechanical, electrical, or electronic interconnections, including network connections, not covered under this maintenance agreement.
- d) Service time and materials associated with any non-agreed to rearrangement or relocation of equipment that is not approved and directed by ACSi.
- e) Refurbishing the equipment or furnishing materials for such equipment, inspecting altered equipment, or adding or removing accessories, attachments, or other devices, or conferring with vendors about such equipment.
- f) Electrical work external to the equipment or maintenance of accessories, alterations, modifications, or other devices.
- g) Resolution of performance problems which are not caused by the failure of the equipment to perform according to written specifications.
- h) Accessories including, but are not limited to, microphones, batteries, belt clips and antennas.
- i) Services which are impractical for ACSi to render because of alterations, attachments, or modifications to the equipment or the system.

4) Contract Period

The initial term of this contract will be One (1) year beginning July , 2021 and ending at 11:59 PM on June , 2022. At the option of Dukes this Agreement may be extended at its inception for an additional period of up to Four (4) years with one (1) year renewal options for a total contract period of Five (5) years total. All

changes to this contract must be confirmed in a written amendment, which shall be signed by Dukes Manager or his/her designee and ACSi.

5) Additional Equipment

During the course of this Agreement, if equipment is added during a performance year covered by this Agreement, Attachment 1 may be amended to include the additional equipment and the additional cost of providing maintenance support for the new equipment.

6) Termination

Either party may terminate this agreement for cause with 30 days written notification if either party is in substantial breach of this Agreement and either party fails to cure within 30 days of being notified of such breach. If the contract is terminated by Dukes as provided herein, ACSi shall be paid for services completed at time of termination.

7) Funding

Dukes represents and warrants that all payments due and to become due during the current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Services. Dukes further warrants its intent to use the ACSi Service for the entire term of this Agreement and to make all payments required under this Agreement. If Dukes does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this agreement may be terminated. To affect this termination, Dukes must give written notification to the ACSi at least 15 days prior to the beginning of the fiscal year for which funds have not been appropriated.

8) Access to Equipment

ACSi shall have full and free access to the equipment to provide service thereon. Dukes agrees to provide, at no cost to ACSi, a suitable installation facility storage space for parts and maintenance equipment, adequate workspace and electrical and telecommunications connections as requested.

9) Invoicing and Payment

ACSi will invoice Dukes for maintenance service charges in advance on an annual basis for equipment covered by this Agreement. Dukes will pay invoices, in advance, by the first day of the Maintenance Service Commencement Date.

10) Instructions

Dukes agrees to follow all applicable installation, operation, and maintenance instructions with respect to the equipment. If persons other than ACSi's representatives perform maintenance or repairs on any item of equipment, and as a

result thereof further repair by ACSi is required, such further repair will be made at ACSi's then current standard field service rates. ACSi may withdraw that item of equipment from this Agreement upon written notice to Dukes.

11) Contingencies

ACSi shall be excused from performance and shall not be liable for any delay caused, in whole or in part, by the occurrence of any contingency beyond the reasonable control either of ACSi, its subcontractor's or suppliers. Such contingencies include, without limitation: war, insurrection, riot or other acts of civil disobedience, delays in transportation or failure by suppliers to deliver any required materials, acts of any governmental agency affecting the terms of this Agreement, judicial action, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, shortage of labor, fuel, raw materials, machinery, or power failures.

12) Limitation of Liability

In no event shall ACSi be liable for any indirect, incidental, special or consequential damages or damages for loss of ability to perform, revenue, data or use in contract or tort, even if ACSi has been advised of the possibility of such damages. ACSi's liability for damages shall be limited to fees paid for the relevant services giving rise to the liability. In no event shall the liability exceed the prorated amount of the remaining current years' service provided under this Agreement.

**Commonwealth of Massachusetts
ITT46 - Network Services**

Service Order Request Form

Billing Telephone Number (508) 696-7862	Account Number	Date Prepared 9/8/2020	Date Requested	Completion Date	Service Request #
Agency Name Dukes County Sheriff's Office - MVPSCS		Main Address 9 Flight Path West Tisbury MA 02575		Building	Floor
Service Address (If different from Main) 9 Flight Path West Tisbury, 14 Sampson Ave Edgartown, 347 County Rd Oak Bluffs		Building	Floor		
Person to Contact Anthony Gould	E-Mail Address agould@dcsoma.gov	Telephone Number (508) 696-7862	Extension	Fax Number	
Billing Name & Contact Person Dukes County Sheriff's Office - Peter Graczykowski	E-Mail Address pgraczykowski@dcsoma.gov	Telephone Number (508) 815-5255	Billing Address (floor#, city/state, zip) PO Box 252 Edgartown, MA 02539		Floor
TAX EXEMPT STATUS APPLIES - Federal & State		Requested Action	Quantity	Additional Comments	
Service Description	(Add, Move, Disconnect, Cancel)				
Comcast Business Ethernet Network Service (ENS)	add		3	(3) site Ethernet Network Service (ENS) and 500Mb EDI	
Comcast Ethernet Dedicated Internet (EDI)	add		1	(20Mb Premium CoS ENS) 9 Flight Path West Tisbury MA: \$554.09/month	
				(20Mb Premium CoS ENS) 14 Sampson Ave Edgartown MA: \$554.09/month	
				(20Mb Premium CoS ENS) 347 County Rd Oak Bluffs MA: \$554.09/month	
				(500Mb EDI) 14 Sampson Ave Edgartown MA: \$1,135.00/month (\$1,105.00 bandwidth, \$30.00 /28 - 14 IP's)	
SO-MA-403457-MHoff-17095987				Monthly charges: \$2,797.26	
				One time installation charge: \$0.00	
Explanation:					
AGREEMENT TERM: 60 months					
Prepared By Michael Hoffman		Telephone Number 978 228 0361			
Approved By		Date Approved			
IMPORTANT: This form is to be used by Eligible Entities to order services or products under Commonwealth Of Massachusetts Statewide Contract No. ITT46.					
A detailed Statement of Work (SoW), if any, should be attached to this Service Request Form.					

Account Name: Dukes County Sheriff's OfficeMSA ID#: MA-403457-MHoffSO ID#: MA-403457-MHoff-17095987

CUSTOMER INFORMATION (for notices)

Primary Contact: Anthony Gould
 Title: Deputy
 Address 1: 9 Fligt Path
 Address 2: _____

City: Vineyard Haven
 State: MA
 Zip: 02568

Phone: (508) 696-7862
 Cell: _____
 Fax: _____
 Email: _____

Allowable Contract Date: _____
 Contract Generated Date: 09/05/2020

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months):

SUMMARY OF SERVICE CHARGES*

Total Ethernet Monthly Recurring Charges: \$ 2,797.26
 Total Trunk Services Monthly Recurring Charges: \$ 0.00
 Total Off-Net Monthly Recurring Charges: \$ 0.00
Total Monthly Recurring Charges (all Services): \$ 2,797.26

SUMMARY OF STANDARD INSTALLATION FEES

Total Ethernet Standard Installation Fees*: \$ 0.00
 Total Trunk Services Standard Installation Fees: \$ 0.00
 Total Off-Net Standard Installation Fees: \$ 0.00
Total Standard Installation Fees (all Services): \$ 0.00

SUMMARY OF CUSTOM INSTALLATION FEES

Total Custom Installation Fee: \$ 0.00
 Amortized Custom Installation Fee \$ 0.00

SUMMARY OF EQUIPMENT FEES

Total Monthly Recurring Ethernet Equipment Fees: \$ 0.00
 Total Monthly Recurring Trunk Services Equipment Fees: \$ 0.00
Total Monthly Recurring Equipment Fees (all Services): \$ 0.00

*Note: Charges identified in the Service Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, USF fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fee prior to the installation of Service.

GENERAL COMMENTS

"Notwithstanding any language to the contrary in this Sales Order, this Sales Order No. MA-403457-MHoff-17095987 shall be governed by the ITT46 Statewide Contract for Network Services between the Commonwealth of Massachusetts and Comcast ("ITT46"). The terms, conditions, and pricing language, contained in ITT46 shall take precedence over all other conflicting Terms and Conditions contained in this Sales Order No. MA-403457-MHoff-17095987, express or implied."

"For Sales Order ID No. MA-403457-MHoff-17095987, Comcast will send Customer annual bills for Services to be rendered during the Service Term to be due prior to the Service Commencement."

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <https://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

E911 NOTICE

Comcast Business Class Trunking Service may have the E911 limitations specified below:

- The National Emergency Number Association (NENA), a 911 industry organization that makes recommendations for standardized services relating to E911, has issued guidelines that state "The PBX owner is responsible for creating customer records, preferably in NENA standard format, that identify caller locations." To facilitate Customer's compliance with these guidelines and with associated state and local requirements related to provision of Automatic Location Information (ALI) for E911 services, Comcast offers two options:
 - Comcast will send to the ALI database or Subscriber Location Database (SLDB) the main billing telephone number and the main address provided by Customer; or
 - Customer may choose to sign up for up to 10 Emergency Location Information Numbers (ELINs) that Customer could assign to zones within Customer's premises that would be separately identified to the E911 call taker. The location information, such as a specific floor, side of a building, or other identifying information, could assist emergency responders to more quickly reach the appropriate location. Customer is solely responsible for programming its PBX system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises. Comcast will send the assigned ELINs to the ALI or SLDB database, as is appropriate.
- Many jurisdictions require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer bears sole responsibility to ensure that it identifies and complies with all such requirements. In any event, if Customer does not maintain E911 records in a timely and accurate manner, the E911 call taker may not receive proper location information, and emergency responders may be delayed or even prevented from timely reaching the caller's location.
- Battery Back Up - The Integrated Access Device (IAD) provided by Comcast is not equipped with battery backup. It is Customer's responsibility to ensure adequate back-up power is provided to ensure service continuity during a power outage, as employees would otherwise be unable to use the Services, including dialing 9-1-1, when power is unavailable.
- Calls using the Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- All questions should be directed to 1-800-391-3000. E911 Service, Private Branch Exchange, and Direct Inward Dial Service.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)

COMCAST USE ONLY (by authorized representative)

Signature:	Signature:	Sales Rep:	Mike Hoffman
Name:	Name:	Sales Rep E-Mail:	michael_hoffman4@cable.comcast.com
Title:	Title:	Region:	Greater Boston
Date:	Date:	Division:	NorthEast

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

ETHERNET SERVICES AND PRICING

Account Name: Dukes County Sheriff's Office

Date: September 05, 2020

MSA ID#: MA-403457-MHoff

SO ID#: MA-403457-MHoff-17095987

Short Description of Service:

Service Term (Months): 60

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
1	New	Add	ENI10100	Port	14 SAMPSON AVE-The County of Dukes County 14 SAMPSON AVE		Greater Boston			\$ 95.95	\$ 0.00
2	New	Add	EDI-ENI-GIGE	Port	14 SAMPSON AVE-The County of Dukes County 14 SAMPSON AVE					\$ 0.00	\$ 0.00
3	New	Add	EDI-500	500 Mbps	14 SAMPSON AVE-The County of Dukes County 14 SAMPSON AVE				Interstate	\$ 1,105.00	\$ 0.00
4	New	Add	IPv4 Static Address Block /28 (14)	Static IP Block	14 SAMPSON AVE-The County of Dukes County 14 SAMPSON AVE					\$ 30.00	\$ 0.00
5	New	Add	ENS-PREMIUM-20	20 Mbps	14 SAMPSON AVE-The County of Dukes County 14 SAMPSON AVE			See Matrix	Intrastate	\$ 458.14	\$ 0.00
6	New	Add	EQP FEE	Equipment Fee	14 SAMPSON AVE-The County of Dukes County 14 SAMPSON AVE					\$ 0.00	\$ 0.00
7	New	Add	ENI10100	Port	347 COUNTY RD-The County of Dukes County 347 COUNTY RD		Greater Boston		Intrastate	\$ 95.95	\$ 0.00
8	New	Add	ENS-PREMIUM-20	20 Mbps	347 COUNTY RD-The County of Dukes County 347 COUNTY RD			See Matrix	Intrastate	\$ 458.14	\$ 0.00
9	New	Add	EQP FEE	Equipment Fee	347 COUNTY RD-The County of Dukes County 347 COUNTY RD					\$ 0.00	\$ 0.00
10	New	Add	ENI10100	Port	9 FLIGHT PATH-The County of Dukes County 9 FLIGHT PATH		Greater Boston		Intrastate	\$ 95.95	\$ 0.00
11	New	Add	ENS-PREMIUM-20	20 Mbps	9 FLIGHT PATH-The County of Dukes			See Matrix	Intrastate	\$ 458.14	\$ 0.00

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
					County 9 FLIGHT PATH						
12	New	Add	EQP FEE	Equipment Fee	9 FLIGHT PATH-The County of Dukes County 9 FLIGHT PATH					\$ 0.00	\$ 0.00
* Services Location Details attached **Performance Tier Matrix Attached (For On-Net to On-Net or On-Net to Off-Net)							Total			<u>Service Charges:</u> \$ 2,797.26 <u>Equipment Fees:</u> \$ 0.00	\$ 0.00

SERVICE LOCATION DETAIL INFORMATION

Account Name:
MSA ID#:
SO ID#:
Date:

Line	Location Name / Site ID	Address 1	Address 2	City	State	Zip Code	DeMarc Location	Extend to DeMarc (Yes/No)	Inside Wiring (Yes/No)	Technical / Local Contact Name	Technical / Local Contact Phone #	Technical / Local Contact Email Address	Technical Contact On Site (Yes/No)	Satellite Location (Y/N)
1	9 FLIGHT PATH-The County of Dukes County	9 FLIGHT PATH		WEST TISBURY	MA	02575				Ron Burson	(617) 510-4034	rburson@rdasoft.net	Yes	No
2	14 SAMPSON AVE-The County of Dukes County	14 SAMPSON AVE		EDGARTOWN	MA	02539				Anthony Gould	(508) 696-7862		Yes	No
3	347 COUNTY RD-The County of Dukes County	347 COUNTY RD		OAK BLUFFS	MA	02557				Anthony Gould	(508) 696-7862		Yes	No

Comcast Enterprise Services Sales Order Form
Ethernet Transport Services
Performance Tier (PT) Matrix

Metro	AUG	PA	CAR	CNM	CSC	CGA	CO	DAL	ETN	FPA	ATL	BOS	CHI	PHL	HOU	INDP	IND	JAC	KC	MI	MAT	MTN	MIN	NYC	NAL	NCA	OR	PC	SFL	SCA	STN	SWF	SWT	TUC	UT	WA	WKY	WNE			
Augusta GA (AUG)	PT1	PT3	PT3	PT4	PT2	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT4	PT4	PT2	PT2	PT3	PT2	PT2	PT3	PT2	PT3	PT3	PT4	PT3	PT2	PT3	
Central & Western PA (PA)	PT3	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT4	PT4	PT3	PT3	PT4	PT2	PT3	PT3	PT3	PT3	PT3	PT4	PT2	PT2	
Central Arkansas (CAR)	PT3	PT3	PT1	PT3	PT3	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	P2	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	
Central New Mexico (CNM)	PT4	PT3	PT3	PT1	PT4	PT3	PT2	PT2	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT4	
Charleston (CSC)	PT2	PT3	PT3	PT4	PT1	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT3	PT2	PT4	PT3	PT2	PT3	PT2	PT3	PT3	PT4	PT3	PT3	PT3	
Coastal Georgia (CGA)	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT3	PT2	PT4	PT2	PT2	PT2	PT2	PT3	PT3	PT4	PT2	PT3		
Colorado (CO)	PT3	PT3	PT2	PT2	PT3	PT3	PT1	PT2	PT4	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT3	
Dallas (Dal)	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT1	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT2	PT3		
Eastern Tennessee (ETN)	PT3	PT3	PT3	PT4	PT3	PT3	PT4	PT3	PT1	PT3	PT2	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT4	PT4	P2	PT3	PT4	PT2	PT3	PT3	PT3	PT3	PT4	PT4	PT1	PT4	
Florida Panhandle (FPA)	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT1	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT4	PT1	PT2	PT4	PT2	PT2	PT3	PT3	PT3	PT4	PT2	PT3		
Greater Atlanta (ATL)	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT2	PT2	PT2	PT1	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT1	PT3	
Greater Boston (BOS)	PT3	PT2	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT3	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT4	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT4	PT4	PT3	PT1	
Greater Chicago (CHI)	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2
Greater Phil. & New Jersey (PHL)	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT1	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT1	PT3	PT4	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT4	PT2	PT2		
Houston (HOU)	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT1	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3		
Independence (INDP)	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT3	PT1	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3
Indiana (IND)	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Jacksonville (JAC)	PT2	PT3	PT3	PT3	PT1	PT1	PT3	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT4	PT4	PT2	PT2	PT4	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT4	PT2	PT3	
Kansas City (KC)	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT3	PT1	PT2	PT3	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3
Michigan (MI)	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2
Mid-Atlantic (MAT)	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT1	PT2	PT2	PT3	PT2	PT4	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT2	PT2	
Middle Tennessee (MTN)	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3
Minnesota (MIN)	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT2	PT2	PT3	PT2	PT2	PT3	PT2	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3
New York (NYC)	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT1	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT1	PT3	PT4	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT3	PT2	
Northern AL (NAL)	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT4	PT4	PT2	PT3	PT4	PT2	PT2	PT2	PT2	PT3	PT3	PT4	PT2	PT3		
Northern CA (NCA)	PT4	PT4	PT3	PT3	PT4	PT4	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT4	PT1	PT2	PT3	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT2	PT3	PT4		
Oregon & SW Washington (OR)	PT4	PT4	PT3	PT3	PT4	PT4	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT4	PT3	PT4	PT4	PT2	PT1	PT3	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT3	PT4		
Panama City (PC)	PT2	PT3	P2	PT3	PT3	PT3	PT2	PT2	P2	PT1	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT1	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3		
South Florida (SFL)	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT4	PT4	PT3	PT1	PT4	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT4	PT2	PT3		
Southern California (SCA)	PT3	PT4	PT3	PT3	PT4	PT4	PT2	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT4	PT3	PT4	PT4	PT2	PT2	PT3	PT4	PT1	PT4	PT4	PT3	PT2	PT2	PT2	PT3	PT4	
Southern TN & North GA (STN)	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3	PT3	PT2	PT4	PT4	PT2	PT3	PT4	PT1	PT3	PT2	PT3	PT3	PT4	PT1	PT3		
Southwest Florida (SWF)	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT3	PT2	PT4	PT3	PT1	PT3	PT2	PT3	PT4	PT2	PT3		
SW TN & Northern MS (SWT)	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT1	PT3	PT3	PT3	PT2	PT3			
Tucson (TUC)	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT2	PT3	
Utah (UT)	PT4	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT1	PT2	PT3	PT4		
Washington (WA)	PT3	PT4	PT3	PT3	PT4	PT4	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT4	PT4	PT2	PT2	PT3	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT1	PT3	PT4			
Western Kentucky (WKY)	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT1	PT2	PT1	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT1	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT1	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT1	PT3		
Western New England (WNE)	PT3	PT2	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT3	PT1	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT4	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT4	PT3	PT1	PT3		

Comcast Business

**State of MA ITT46 Network Service Proposal
and Quotation**

Dukes County Sheriff's Office

Ethernet Network Service add 70 Main St Edgartown MA

8/25/2021



Comcast State of MA ITT46 Pricing

Ethernet Network Service (Ethernet fiber)

SERVICE TYPE	ANTICIPATED INSTALLATION DATE	ONE TIME CHARGES	MONTHLY RECURRING PAYMENT	TERM
ETHERNET NETWORK SERVICE 20/20MB – SITE ADD 70 MAIN ST EDGARTOWN MA	45-60 DAYS FROM ORDER ACCEPTANCE	\$0.00	\$554.09	60 MONTH
ETHERNET NETWORK SERVICE TOTAL:	45-60 DAYS FROM ORDER ACCEPTANCE	\$0.00	\$554.09	60 MONTH

NOTES:

- Site surveys will be performed post signature of service order.
- Pricing does not include any local, state or federal fees, charges and or taxes that may apply.
- DCSSO to provide rack space and power for Comcast MetroE CPE.

Michael Hoffman
Strategic Enterprise Account Executive
Comcast Business
774 404 7001
michael_hoffman4@cable.comcast.com

Coop. Agreement for Emergency Communications & Dispatch Services
FY23 Budget Detail

	Not to Exceed
ACSi Radio System Maintenance Contract	<u>198,370.00</u>
AviatCare Backhaul System Maintenance Contract	<u>35,273.00</u>
ASNE Generator Maintenance Contract	<u>7,835.00</u>
Comcast Backhaul Connectivity Contract	
RECC	6,649.08
Oak Bluffs Highway	6,649.08
Chappy WISP	20,269.08
Edgartown Town Hall "Microsite"	<u>6,649.00</u>
Total Comcast Connectivity Costs	<u>40,216.24</u>
Total Costs	<u>281,694.24</u>

FY23 Budget Apportionment - Coop. Agreement for Emergency Communications and Dispatch Services

FY21 Dispatches	Dispatches	Variable Share	Equal 1/6 Share	Avg. FY23 Share	FY23 Budget Request
Aquinnah	988	2.25%	16.67%	9.46%	26,648
Chilmark	2,910	6.64%	16.67%	11.65%	32,823
Edgartown	13,481	30.75%	16.67%	23.71%	66,781
Oak Bluffs	11,053	25.21%	16.67%	20.94%	58,981
Tisbury	10,506	23.96%	16.67%	20.31%	57,224
West Tisbury	4,907	11.19%	16.67%	13.93%	39,238
All Dispatches	<u>43,845</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>281,694</u>



Duke's County, MA – Martha's Vineyard AviatCare Services

Project NA170328-43165

Attn: Anthony Gould (agould@dcsoma.org)

Table of Contents

1.	EXECUTIVE SUMMARY	2
2.	AVIATCARE SERVICES: MAINTENANCE COVERAGE	2
3.	DURATION OF SUPPORT PERIOD	2
4.	SUPPORT COSTS	3
4.1	OPTIONAL AND TRUE-UP SUPPORT FEES:.....	4
4.2	SERVICE LEVEL SUPPORT DESCRIPTION	5
4.2.1	REPAIR SERVICES.....	5
4.2.2	ADVANCE REPLACEMENT	8
4.2.3	REPAIR LOGISTICS PROGRAM (RLP).....	9
4.2.4	REMOTE TECHNICAL SUPPORT 24 X 7	10
4.2.5	PROVISION SUPPORT 24 X 7	11
4.2.6	CORRECTIVE MAINTENANCE.....	11
4.2.8	PREVENTIVE MAINTENANCE.....	13
4.2.9	HOSTED FAS.....	14
4.2.10	REMOTE MONITORING SERVICES	14
5.	AVIAT NETWORKS CONTACTS	17
6.	ADDITIONAL TERMS AND CONDITIONS	17
6.1	SCOPE OF SERVICES	17
6.2	PRICES/PAYMENT/TAXES/SHIPPING	18
6.3	EXPORT AND RE-EXPORT RESTRICTIONS	19
6.4	EXPORT DOCUMENTS	19
6.5	EXCUSABLE DELAY	19
6.6	TERMINATION	20
6.7	ASSIGNMENT	20
6.8	GOVERNING LAW, VENUE AND JURISDICTION	20
6.9	ENFORCEABILITY	20
6.10	LIMITATION OF LIABILITY	20
6.11	COMPLIANCE WITH LAW	21
6.12	ENTIRE AGREEMENT	21
7.	SIGNATURES	21

1. EXECUTIVE SUMMARY

The included Aviat proposal specifies the services and responsibilities applicable to contract support of microwave and associated products from Aviat U.S., Inc. (“Aviat Networks” or “Aviat”) and its partners. The Services listed in this proposal shall be governed by the terms and conditions set forth in this Agreement and the Aviat Global Support Guidelines (“Agreement”). Neither party is obligated to provide Services until the Agreement is executed by both parties and a Purchase Order has been issued. Any capitalized terms not defined herein shall have the meaning ascribed to it in the Agreement. Should a conflict exist between any other agreement between the parties and this Agreement, this Agreement shall control.

Pricing quoted as part of this proposal is valid for 60 days. Services are quoted and payable in US dollars and reflect the scope of work as specified within this proposal. The services listed below shall only be eligible for support, which includes any customer spares purchased under the included Aviat Networks Sales Order Numbers. Consumable items such as cables or batteries are excluded. Unless otherwise specified and additionally included, facility maintenance including but not limited to towers, shelters, airconditioners, generators and fuel storage are also excluded.

2. AVIATCARE SERVICES: MAINTENANCE COVERAGE (“Services”)

Aviat Networks will provide the following services

- | | |
|--|---|
| <input checked="" type="checkbox"/> Repair Services | <input checked="" type="checkbox"/> Network Monitoring 24x7 |
| <input checked="" type="checkbox"/> Advance Replacement | <input type="checkbox"/> Network Monitoring Nights and Weekends |
| <input checked="" type="checkbox"/> Repair Logistics Program | <input type="checkbox"/> Remote Software Upgrade |
| <input checked="" type="checkbox"/> Remote Technical Support 24x7 | <input type="checkbox"/> Performance Management |
| <input checked="" type="checkbox"/> ProVision Support | <input type="checkbox"/> Performance Optimization |
| <input checked="" type="checkbox"/> Onsite Ground Corrective Maintenance | <input type="checkbox"/> Change Management |
| <input checked="" type="checkbox"/> Onsite Ground Preventive Maintenance | <input type="checkbox"/> Spares Management |
| <input type="checkbox"/> Onsite Tower Corrective Maintenance | <input type="checkbox"/> Site Acceptance |
| <input type="checkbox"/> Onsite Tower Preventive Maintenance | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Hosted FAS | |

3 DURATION OF SUPPORT PERIOD

The support period of the Maintenance Level Agreement is provided in the table below:

	START	FINISH
REMOTE TECHNICAL SUPPORT 24 X 7	January 1, 2022	December 31, 2022
REPAIR SERVICES	January 1, 2022	December 31, 2022
PROVISION SOFTWARE SUPPORT	January 1, 2022	December 31, 2022
CORRECTIVE MAINTENANCE	January 1, 2022	December 31, 2022
PEVENTIVE MAINTENANCE	January 1, 2022	December 31, 2022
REMOTE MONITORING	January 1, 2022	December 31, 2022
HOSTED FAS	January 1, 2022	December 31, 2022

4. SUPPORT COSTS

Services	Services Part Number	Product Qty Per TR/ODU	Extended Pricing
WarrantyPlus - Radios			
<ul style="list-style-type: none"> ✓ Priority Technical Support: Available 24 X 7 (Unlimited) ✓ AviatCloud (Web Support): Available 24 X 7 (Unlimited), top tier ✓ Repair Services: <ul style="list-style-type: none"> ○ 20 Calendar Day turnaround time (Unlimited) on Aviat Networks manufactured equipment ○ Advance Replacement – 3-5 Calendar Day turnaround time (Unlimited) on Aviat Networks manufactured equipment; Based on availability of inventory. ✓ Repair Logistics Program – shipping covered by Aviat to and from Customer site 	SNA- BNWXA1001238	(4) IRU600	\$1,352
	SWW- BNWXA1001248	(1) ODU600	\$348
ProVision Software Support			
ProVision Software: <ul style="list-style-type: none"> ✓ Technical Support: Available 24 X 7 ✓ AviatCloud (Web Support): Available 24 X 7 ✓ Provide general available software releases and product updates during the coverage period 	SWW- PV24G1XX1299	(1) Provision System 1-20 Nodes	\$4,000
Corrective Maintenance (Ground)			
Emergency Onsite Ground Crew - 8 Hour SLA (Critical Alarms) <ul style="list-style-type: none"> ➤ (2) Dispatches per year ➤ Dependent on the Ferry Availability ➤ Excludes overnight stay ➤ Additional dispatches \$2,750 	SWW- MSCMXX001299	(2) Dispatches	\$4,740
Preventive Maintenance (Ground)			
Ground Preventive Maintenance - (5) Site Visits Excludes Tower Climbing	SWW- MSPMXX001299	(5) Sites Peeked Hill, DCR West Tisbury, Oak Bluffs Hwy, Airport Twr	\$9,480
Remote Monitoring			
Remote Monitoring: Around-the-clock monitoring (24 X 7 X 365) via the Aviat Networks secure Network Operation Center (NOC)	SWW- MSXXE2XX1299	One-Time NOC start up fee (waived w purchase of 3 year agreement)	\$5,033
	SWW- MSXXE2XX1299	(5) INUe	\$4,350

		(3) Chargers	
Annual Fee: NOC Router; C891F Monitoring Router *(Polled for Full Performance, VPN & Firewall security)	SWW-MSXXE4XX1299	NOC C891F Monitoring Router Fee	\$750
Hosted FAS			
Monitor and detect interference, perform trend analysis of the network over time to track interference, and isolate problem links before noticeable impacts occur	SWW-MSFAS7X01299	(3) Links	\$ 5,220
Total AviatCare Maintenance and Support Services			\$ 35,273

4.1 OPTIONAL AND TRUE-UP SUPPORT FEES:

Aviat Networks quotes onsite support services based on the following factors: network configuration, number of dispatches for the duration of a contract, number of hours onsite per dispatch, tower crew mobilization/demobilization, spares availability, and any specialized site access requirements.

Aviat Networks offers customers the option, where available, to purchase one-time support services which are invoiced at the time of service request. In addition, Aviat can supply onsite support services in excess of negotiated contract terms where the number of dispatch requests exceed the number of quoted dispatches during a given contract period, Aviat Networks will invoice the customer for the additional services (True-up) at the time of dispatch request. Fees for one-time and True-up callouts are listed below.

Optional, One-Time & True-Up Managed Services Fees:		
Managed Network Service: Miscellaneous, Additional Ground Dispatch (Onsite Corrective and Preventive Maintenance)	SWW-MSGENXX10199	Per Occurrence \$2,750
Managed Network Service: Miscellaneous, Additional Tower Dispatch (SLA restrictions apply) - Emergency - Non-Emergency	SWW-MSGENXX20199	Per Occurrence \$11,000 \$ 8,333
Managed Network Service: Miscellaneous, Material	SWW-MSGENXX30199	Per Occurrence Time and Materials
Managed Network Service: Miscellaneous, Travel	SWW-MSGENXX40199	Per Occurrence Time and Materials
Managed Network Service: Miscellaneous, Special Site Access Equipment	SWW-MSGENXX50199	Per Occurrence Time and Materials

Managed Network Service: Miscellaneous, Site Power Support	SWW- MSGENXX60199	Per Occurrence Time and Materials
Miscellaneous, Misc Extra Onsite Work	SWW- MSGENXX70199	Per Occurrence Time and Materials

4.2 SERVICE LEVEL SUPPORT DESCRIPTION

Access to Aviat Networks Customer Online Technical Support Site

The Customer will have access to the Aviat Networks Customer Online Technical Support web site 24/7 for a variety of tools and support services. Tools/support services include the following:

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 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.aviatcloud.com/>

4.2.1 REPAIR SERVICES

Repair services are available to the Customer during the standard manufacturing equipment warranty period which includes any repair or replacement of defective units during the stated warranty period. Additional charges may apply during the warranty period for customers returning a high volume of No Fault Found units, require advance replacements, or a non-repairable units. Prior to the warranty period expiring, customers may procure ongoing access to this support service through the purchase of an extended warranty program or through one of our AviatCare Maintenance support offerings. Otherwise the Repair service is made available for out of warranty products through a Per Incident billing process that can be enabled through our regional RMA Desk. See further details on how repair services are provided below.

All equipment under this specific Maintenance Level Agreement shall be covered with our standard Repair / Replace policy. There is no limit to the number of units returned for repair but customers are subject to the same limitations for No Fault Found (NFF), damaged beyond repair units, and non-returned Advance Replacement units where additional charges may apply:

- a) **Repair Center Support.** Customer shall place all RMA requests at the following link: https://aviatcloud.com/rma_tracking.asp . This link is available for use 24 hours a day, 7 days a week except where routine maintenance is performed. Customers can also email or fax RMA requests to the appropriate Aviat Networks Repair Center. 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, the customer must provide the following information:

- 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.

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

- 20 Calendar Day turnaround time on Aviat Networks manufactured equipment
- 45 Calendar Day turnaround on Aviat Networks Manufactured Discontinued equipment

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 the unit is shipped from the Aviat Networks Repair Center. Thus, the measurement of turnaround time does NOT begin when a returned unit is shipped from the customer's premises and does NOT include the shipping time accrued after the returned unit is shipped from the Aviat Networks Repair Center to the Customer'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 is deemed No Fault Found.
- Any returned unit received due to any of the reasons listed in the [Exclusions from Repair & Return](#) Clause of this Section.
- Any returned unit received improperly packaged and therefore sustained physical or electrostatic damage in shipping.
- 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 customer at time of RMA issuance. Excludes Tower repair.

e) **Packaging and Shipping Procedures.** Both Aviat Networks and the Customer 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, the Customer 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 the Customer at the address provided by the Customer upon RMA request, Aviat Networks will send a pre-alert notification to the Customer 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 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.

Repairs necessitated during the Agreement period by any of the above causes may be made by Aviat Networks, and the Customer 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.** The Customer 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. The customer agrees this Agreement will not apply retrospectively to cover any units failed and in the Customer's possession prior to the execution date of this Agreement, and will not apply to any units for which RMA numbers had already been obtained from Aviat Networks prior to the date of execution of this Agreement. Following execution of this Agreement the Customer 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.

h) **No Fault Found Fee.** If in any given quarter during the Maintenance Level Agreement support period the number of returned units a Customer reports as defective exceeds 10% of the total number of returned units received by Aviat Networks during the same support quarter, but are thereafter found to meet Aviat Networks product test specifications resulting in a No Fault Found repair status, Aviat Networks will charge the Customer the then-current No Fault Found inspection fee for each non-defective returned unit in excess of such ten percent (10%) as a True-Up support fee at the conclusion of the maintenance support quarter.

i) **Damaged Beyond Repair.** Returned Units that Aviat Networks (in its sole discretion) determined are damaged Beyond Repair or have been repaired (or otherwise modified) by a party other than Aviat Networks will be placed in Isolation. The Customer shall be advised by fax or e-mail, within ten (10) days working days, of the nature and extent of the damage. The Customer shall be responsible for informing Aviat Networks of the next course of action. If the Customer decides to replace the unit(s), they must follow the usual purchasing process. Note: If the returned unit is no longer in current manufacture and/or is OEM, Aviat Networks will not guarantee availability of a unit for sale.

4.2.2 ADVANCE REPLACEMENT

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

- a) **Repair Center Support.** Customer shall place Advance Replacement requests at the following link: https://aviatcloud.com/rma_tracking.asp. This link is available for use 24 hours a day, 7 days a week. Customers can also email or fax the RMA request to the Aviat Networks Repair Center. 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) **Shipping Costs.** Customer is responsible for all charges associated with shipping the Returned Unit to the designated Aviat Networks Repair Center, which shall be made pursuant to the delivery term DDU (Delivered Duty Unpaid) Aviat Networks Repair Center (Incoterms:2000). Aviat Networks is responsible for the charges associated with shipping the Returned Unit back to the Customer, which shipment shall be made pursuant to the delivery term DDU (Delivered Duty Unpaid), Customer's premises (Incoterm:2000).
- c) **Packaging and Shipping Procedures.** Both Aviat Networks and the Customer 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, the Customer 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 the Customer at the address provided by the Customer upon RMA request, Aviat Networks will send a pre-alert notification to the Customer comprising a faxed copy of the commercial invoice and airway bill number pertaining to the shipment.
- d) **Returned Unit.** If this Agreement entitles the Customer to the RLP and the Customer elects to use it for the returned unit, the Customer will be invoiced for the list price of the Advance Replacement Unit(s) if Aviat Networks does not receive notification to pick-up the pertinent returned unit, at most, ten (10) days after Customer's receipt of the Advance Replacement Unit. In the event that the Customer is not entitled to the RLP or the Customer elects to return the returned unit to Aviat Networks via a freight forwarder outside of the RLP, the Customer will be invoiced for the list price of the Advance Replacement Unit if Aviat Networks does not receive the pertinent returned unit at the Aviat Networks Repair Center within, at most, thirty (30) days after receipt of the Advance Replacement Unit. The returned unit will become the property of Aviat Networks. The Customer 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.
- e) **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.
- f) **No Fault Found Fee.** If in any given quarter during the Maintenance Level Agreement support period the number of returned units a Customer reports as defective exceeds 10% of the total number of returned units received by Aviat Networks during the same support quarter, but are thereafter found to meet Aviat Networks product test specifications resulting in a No Fault Found repair status, Aviat Networks will charge the Customer the then-current No Fault Found inspection fee for each non-defective returned unit in excess of such ten percent (10%) as a True-Up support fee at the conclusion of the maintenance support quarter.
- g) **Limits.** Customer 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. Accrued Advance Replacement Units that have not been requested by the Customer may not be carried over to the next year. Additional Advance Replacement Units will be provided at Aviat Networks' then current prices, terms and conditions.
- h) **Unavailability.** If an Advance Replacement Unit is not available, then Aviat Networks will repair the Returned Unit within a mutually agreed Turnaround time. Customer 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 the Customer is not available.
- i) **Turnaround Time Commitments.** Standard Advanced Replacement service ensures customer will receive a comparable unit to the one being returned within 3 to 5 business days from date of RMA. If customer requires a replacement unit in a shorter period of time there is an added charge for this and based on replacement unit availability will be delivered on a next business day basis. Customer will be informed at time of RMA request whether this service can be provided or not depending on component availability.

4.2.3 REPAIR LOGISTICS PROGRAM (RLP)

Aviat Networks shall provide free freight to the Customer for all Units returned via the Aviat Networks Repair Logistics Program (RLP). In the event that the Customer returns Units to Aviat Networks via a freight forwarder outside of this Program, all freight expenses and damage liability will be the responsibility of the Customer. Aviat Networks is responsible for all tariffs, duties, or taxes associated with importing Units for repair. After the repair, the Units shall be returned to the Customer DDU (Delivered Duty Unpaid) Customer's premises (Incoterms 2000). To implement the return of a Unit via this Program the Customer 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.

Liability of Units Damaged During Shipping. Aviat Networks will assume responsibility for insuring the Units against loss or damage that is moving via the RLP. The Customer shall examine the condition of all shipments returned from Aviat Networks via the RLP at the time of delivery. Visible signs of damage shall be brought to the attention of the carrier and the contents shall be examined for damage immediately. Aviat Networks will not be liable for any direct reports by the Customer for Units that are found to be damaged upon receipt by the Customer that are made over seven (7) days after the Units have been delivered. Units damaged through transit shall be returned for repair at Aviat Networks through the normal return process. Damage or loss incurred to Units shipped to Aviat Networks by the Customer outside the RLP shall be the responsibility of the Customer.

4.2.4 REMOTE TECHNICAL SUPPORT 24 X 7

Customer 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.** Customer may contact Aviat Networks' Technical Assistance Center (TAC) regarding such Service Requests via telephone at any time during normal business hours. **OR** Customer 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 Customer reasonably categorizes as being High Priority. In addition with this service customer 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 Customer 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 Customers being regularly updated on the status of the Service Request. Additional information on this escalation process is available in our Global Network Service Customer Support guidelines document available on our website at www.aviatnetworks.com.
- f) **Service Request Submission.** Under this Agreement, there is no limit to the number of Service Requests that Customer may submit for resolution. Customer 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 each customer which clearly identifies the level of service a customer 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.

4.2.5 PROVISION SUPPORT 24 X 7 OPTIONAL

Aviat Networks shall provide remote technical support to the Customer 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 the Customer free of charge during the coverage period.

Customer Responsibility

To enable the Aviat Networks TAC to fully investigate ProVision issues, the Customer shall provide the TAC the appropriated logs and remote access where possible. The Customer will provide the capability to allow Aviat Networks to remotely access the Customer's network by means of a secure internet connection to the Customer's site. This connection process will need to be defined at time of Agreement such that any issues arising after Agreement closure can be addressed expeditiously.

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:

- Customers using old versions of ProVision. The ProVision Agreement provides regular updates; customers are required to have the current GA release or the previous GA release installed and commissioned before they can obtain Aviat Networks technical support.
- Customer'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.
- Due to the complex nature of ProVision issues, which may be network related rather than ProVision related, not all Customer-defined level three product anomalies can be rectified within the commercial bounds in which Aviat Networks operates. Aviat Networks will require that all product anomalies are reproducible, prior to the commencement of any detailed fault analysis or potential product re-engineering. Aviat Networks undertakes to provide a response on all logged product issues and will provide work-around's where possible.

4.2.6 CORRECTIVE MAINTENANCE - OPTIONAL

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.

All sites under maintenance must have undergone full commissioning and proven to be in good working condition. The Customer shall make available site commissioning and acceptance data if requested by Aviat Networks. .

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

CRITICAL FAULTS FOR RADIOS	8 Hours
----------------------------	---------

Aviat Networks shall use its best effort to be onsite within four (4) hours of the Aviat Networks first level support personnel receiving emergency onsite support requests. 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.

Limitations: In order to meet the on-site SLA response requirements, the Customer 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. The customer is responsible for provisioning and making available spare parts.

4.2.7 Emergency onsite Tower Crew - OPTIONAL

Aviat Networks shall use its best effort to have a Tower Crew onsite with a mean time of 12 hours time, but not-to-exceed 24 hours, of the Aviat Networks NOC requesting an emergency onsite. 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. Tower Crew pricing is based on a 2 person crew. If above 250 feet, 3 tower crew resources are required. If above 400 feet, then 4-5 resources are required.

Scope of work includes addressing the issue that is affecting system performance. The closest capable crew will be dispatched to assess the issue and develop a plan requesting materials that may be required. All responding members will be trained in the OSHA requirements for safe work.

Note: Issues or concerns that are not essential to the restoration of the network are to be addressed in a separate mobilization

Limitations:

- Onsite response time is based on weather permitting a tower climb. In order to meet the on-site SLA response requirements, the Customer is responsible for providing approval of additional expense for enabling access to difficult to reach sites (i.e. site not accessible by public road using 4 wheel-drive vehicles or those requiring specialized transport vehicles) or to sites that require Customer presence.
- Customer is responsible for ensuring availability of adequate Stock.

Generators: When there is an imminent threat of an approaching disaster (e.g. hurricane) Aviat Networks will work with Customer to plan in advance and stage generators that will be needed (after receipt of Customer acceptance to stage and rent generators).

Notes:

- Competency and readiness of Tower Crew and Ground Crew:
 - Tower Crew and Ground Crew are trained for the operation and troubleshooting of all Aviat Network provided equipment.
 - Upon arrival to sites, Tower Crew will be equipped with tools and materials (including but not limited to in-line connector, jumper cable, compression N-type connectors, 400-ft spare LMR400 cable, line sweeper, ground kits), to resolve the issues described by the dispatcher and to perform common tower/site corrective tasks including but not limited to:
 - Performing path alignment of dishes with size up to and including 10-ft
 - Performing structural restoration of the dishes
 - Performing loop-back tests on the Aviat equipment

- Performing line sweeps and identifying cable faults
- Performing cable/connector replacement
- Performing equipment replacement/removal
- Performing bypassing of surge arrestors with jumper cables and in-line connectors

4.2.8 PREVENTIVE MAINTENANCE - OPTIONAL

Preventative Maintenance provides a resource to work with the customers in reviewing operational aspects related to the performance of Microwave equipment and associated software within the customer'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 and recommendations related to the work that has taken place.

An engineer is deployed to site as per the customer and Aviat agreed upon schedule commitment 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: (Complete Checklist in Attachment 1: Preventive Maintenance Checklist)

4.2.8.1 Ground PM - OPTIONAL

- 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 recommend routine maintenance to the customer – which will be the responsibility of the customer to perform - and 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. This preventative service work includes one day of time to visit with customer and review in detail the findings from preventative analysis effort.

4.2.8.2 Tower PM - OPTIONAL

Provide inspection of Condition of Tower

- Provide inspection of Grounding
- Provide visual inspection of Safety Lighting Systems
- Provide inspection of all cables, connectors, weather proofing
- Provide inspection of Waveguide and Pressure Window assemblies if used
- Provide inspection of walkways, platforms, and sensors
- Provide inspection of antenna installation, condition, and alignment

During the on-site time, the Aviat Networks' resource may recommend routine maintenance to the customer – which will be the responsibility of the customer to either perform or provide authorization to Aviat to perform. This preventative service work covers only Antenna Systems under current Aviat support contract. A final report will be presented to the customer stating findings, conclusions and any further recommendations.

Limitations: In order to meet the on-site SLA response requirements, the Customer 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. The customer is responsible for provisioning and making available spare parts.

Exclusion: Materials are excluded from scope of work and pricing. Materials or special transport equipment (snow cat, boom truck, etc) will be invoiced as time and materials.

NOTES: If additional hours are required to complete out of compliance repairs (above the 2 hours), Aviat will true-up with the client at completion of all sites. Assuming all fixes are during maintenance window, Hourly rate will be \$201 for a Lead Microwave Technician and \$302 per Tower Climber. Any materials will be invoiced at time and materials.

4.2.9 Hosted FAS Expert Service Offering

The services provided are bulleted below. Note the italics text id for Aviat Sales to better understand the promotional offering.

Hosted FAS is based on Aviat's patent-pending FAS Expert System, which is custom-built to monitor and detect interference, perform trend analysis of the network over time to track interference, and isolate problem links before noticeable impacts occur.

Executive dashboard view of FAS software is accessed via the AviatCloud web portal Alert and notification of links affected by interference Weekly/monthly interference reports Core FAS functionality available as hosted service. Aviat NOC hosted ProVision and Provision+ servers receive FAS related events and interference data over a VPN tunnel. FAS reporting is equipped to qualify link, error, and performance interference. Weekly and monthly reports are

4.2.10 REMOTE MONITORING SERVICES

Aviat Networks' Managed Network Services solution provides customer 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 customer with the following bundled services:

- Surveillance and Network Monitoring
 - Continuously monitor network elements.
 - Detect / Identify Faults and Alarms
- Event Management
 - Triage
 - Correlate Alarms where appropriate
 - Review Maintenance Schedules / Weather Patterns / Known Issues
 - Assess Severity and Service Impact
 - Troubleshooting
 - Diagnose and isolate the fault / alarm
 - Coordinate restoration and repair – remotely or onsite
 - Actively manage the event from "cradle to grave."
 - NOTE: Aviat Networks strives to troubleshoot and resolve issue remotely prior to or in place of dispatching field resources to site. This is facilitated through our close linkage between the NOC and our Technical Support staff who are co-located with our primary NOC facility. Allows us to bring 50+ years of Microwave and Wireless Networking experience to bear on an issue.
- Notification
 - Report events to customer in real-time via Phone / Email / Portal
- Trouble Ticketing
 - Document the fault
 - Manage ticket until fault is resolved
 - Generate trouble ticket reports

- Capture lessons learned from each incident into our Knowledgebase for future reference
- Call out and Dispatch
 - Dispatch field operations and vendors for physical analysis and repair
 - Coordinate all aspects of the dispatch to ensure right resource is at the right location with the right tools / equipment to resolve the problem within the SLA commitment.
- Failure Analysis
 - Generate a post mortem report to document issue / lessons learned as appropriate
 - Drive continuous improvement of process and tools
- Reporting
 - Monthly reports – Performance to SLA / Network Performance

Aviat Networks strives to troubleshoot and resolve issues remotely prior to or in place of dispatching field resources to site. When an alarm is received in the Aviat NOC, the team will apply their years of microwave expertise in determining the root cause. We will review and correlate all alarms, look at weather, RSL's, SNR, etc. After troubleshooting and it is determined an emergency onsite dispatch is required, the following process will be followed.

- NOC generates Case to track all aspects of identified issue
- NOC reviews site issues to ensure there are no pre-required approvals needed
- NOC requests dispatch and identifies all pre-requisites including required hardware if hardware failure is identified as the root cause from remote troubleshooting
- NOC confirms dispatch in process to all parties with estimated ETA
- Once Tech onsite, SLA time is logged into case and Conference Bridge is initiated with NOC
- Issue is resolved / workaround completed and Ticket is closed by NOC
- Email notification is sent to all identified parties to alert them to closure
- Tech takes failed unit (assuming hardware failure) and processes through the Aviat RMA process
- Tech also updates Spares inventory identifying hardware removed and what hardware is being processed via the RMA process.

4.2.10.1 Aviat Networks Support process – NOC & TAC

- Tier 1: NOC Personnel
 - NOC Engineer receives alarm notification from our monitoring tools, opens a Support Case and based on Customer and Product data, reviews potential impact. Looks at all aspects of the site impacted to understand potential impact from Scheduled Maintenance, Weather, and finally the equipment itself. If after initial review of all aspects that NOC can access, NOC will initiate a field dispatch. At the same time, if not successful in identifying the specific issue impacting performance of the network, will escalate to the next tier of support within Aviat (Tier 2). Within the TAC team, NOC escalations take priority over all other customer issues – other than an outage that may be occurring in a customer's network.
 - The NOC Engineer will identify the severity (Critical, Major, Minor) at the time of escalation to the TAC team. This is driven based on parameters set in our agreed SLA with the customer and can also be overridden directly by customer requesting a higher level of severity.
 - ~90%+ of trouble tickets are resolved within the NOC without any interaction with TAC
- Tier 2: TAC
 - If the problem is not resolved within the target resolution time – associated with each of the severity levels, then there is an automatic process by which

the issue will escalate to the next level of support to pursue resolution, at this time notification also takes place to Management identifying fact issue has went beyond our accepted timeframe for resolution.

- Tier 2 generally is required when the issue is beyond simple hardware failures. Usually involves some level of configuration, hardware not operating exactly as specified, or when problem is intermittent in nature.
- ~8% of trouble tickets are resolved within Tier 2 after escalation from the NOC.
- Tier 3: TAC
 - If the problem is not resolved within the target resolution time, after Aviat Networks initiates the troubleshooting process, then Aviat Networks will escalate to management and next level of support to pursue resolution.
 - Tier 3 TSE typically gets involved when there are complex interoperability issues identified between the microwave and other components in the network, when problem appears to be software related (i.e., a bug), or when new products or software have been introduced into the network and cause issues not previously seen before.
 - ~2% of trouble tickets are resolved within Tier 3 after escalation from Tier 2.

4.2.10.2 Service Level Agreement (SLA)

SR Priority Level	Alarm Severity	Event / Alarm Ack	Customer Event Alarm Notification	Aviat Reaction Time	Usage	Response
<u>1</u>	<u>CRITICAL (Service Affecting)</u>	<u>< 5 min</u>	<u>< 10 min</u>	<u>< 15 min</u>	<u>Used for events that is currently impacting service or ability to view network elements (LOV).</u>	<u>Outages are referred to Emergency Recovery immediately. Immediate and continuous effort and escalation until resolved or restored to pre-incident condition or work around is implemented. Resolved or referred to Tier II/III support group.</u>
<u>2</u>	<u>MAJOR (Non Service Affecting)</u>	<u>< 30 min</u>	<u>< 60 min</u>	<u>< 75 min</u>	<u>Used for in-service trouble conditions that does not affect service nor qualify as a loss of redundancy. Typically these conditions if unresolved will not result in a Priority 1 event.</u>	<u>Resolved or referred to Tier II/III support group. Continuous effort until either a) service level is restored to pre-incident, b) acceptable workaround is implemented, or c) an action plan is instated that will meet MTTR requirements.</u>
<u>3</u>	<u>MINOR</u>	<u>< 30 min</u>	<u>Monthly Summary</u>	<u>< 12 hrs</u>	<u>Used for non-service affecting conditions that if not resolved will not result in a Priority 1 or 2 events or issue.</u>	<u>Resolved or referred to Tier II/III support group</u>

- Phone call wait time: Answer calls by live person within 30 seconds (average) with a maximum wait time of 5 minutes. A direct line will be provided.
- Email response time: Acknowledge email requests by live person within 15 minutes unless there is routine maintenance or down time.
- The maximum amount of time between the occurrence of condition that requires crew dispatch and the crew dispatch phone call is made: < 60 minutes

5. AVIAT NETWORKS CONTACTS

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

For Questions or concerns on the Agreement either before or after it is in effect, please contact:	
<p>NORTH AMERICA Repairs, Returns & Advance Replacements Phone: 1--800-227-8332 (selecting Option 2, then 1)</p> <p>Direct number: 1-210-526-6345</p> <p>Fax: 1-210-526-6315</p> <p>E-mail: CustomerCare.Americas@aviatnet.com</p> <p>Online RMA Request: https://aviatcloud.com/rma_tracking.asp</p>	<p>NORTH AMERICA Technical Assistance Phone: 1-800-227-8332 (Option1, enter PIN, press 1 to confirm PIN, then Option 1 for TAC)</p> <p>Direct number: 1-210-526-6345</p> <p>Fax: 1-210-526-6315</p> <p>E-mail: TAC.AM@aviatnet.com</p> <p>Online Technical Assistance Request: www.aviatcloud.com</p>
<p>NORTH AMERICA Network Operations Center (NOC)</p> <p>Aviat NOC Contacts: Email: noc.notifications@aviatnet.com Phone: 877-662-7871 opt 1, 24x7</p>	<p>NOC Program Manager: Kevin Baxter Phone: 210-526-6352 Email: kevin.baxter@aviatnet.com</p> <p>NOC Escalation Contacts: Sr. Manager Stephen Berger Phone: 210-973-4218 Email: stephen.berger@aviatnet.com</p>

6. ADDITIONAL TERMS AND CONDITIONS

This Agreement is between the party purchasing services described herein (the "Customer"), with Aviat U.S., Inc., a wholly owned subsidiary of Aviat Networks Inc. ("Aviat Networks"), with offices at 200 Parker Drive, Suite C100A, Austin, Texas 78728 .

6.1 SCOPE OF SERVICES

Aviat Networks will furnish the services outlined in the [Service Level Support](#) Section of this Agreement ("**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., Inc. 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.

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.

EXCLUSIONS:

Except as set forth below, the following are excluded from the scope of this Agreement:

1. Repair or replacement of Products which have been subjected to:
 - damage as a result of Customer's fault, negligence, improper use or failure to maintain Products in good working order; or
 - accident (including fire, flood, storm, lightning strike, or other act of God)
2. Repair or replacement of Products furnished, modified, altered or repaired by Customer or any other third party other than Aviat Networks or its authorized agent.
3. Repair of Products that are not repairable due to lack of component availability.
4. Expedited Services such as Emergency Repair. Expedited Services may be requested and will be executed based on inventory availability only. Expedited Services will be quoted at time of service request;
5. Repair of Antenna Systems. Tower crews, and the associated dispatch/labor support, for repairing antenna systems are excluded from Warranty and Extended Warranty unless specifically identified as a purchased service option. Field support for antenna repair will be contracted by the Customer on a per incident basis.

6.2 PRICES/PAYMENT/TAXES/SHIPPING

All payments shall be made via check to the accounts specified on the invoice in advance of the commencement of each year of service/coverage. Customer shall make payment of the total amount due to Aviat Networks within thirty (30) days from the invoice date, unless otherwise specified or agreed to in writing by Aviat Networks. In the event any payment by Customer 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 written 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.

If payment is not made when due, Aviat Networks may assess interest on the overdue balance at the lesser of 1-1/2% per month or the maximum rate allowed by law.

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, or where compliance with any applicable environmental law or regulation by Aviat Networks is not reasonably technologically or economically feasible, or would otherwise require Aviat Networks to change its manufacturing process. ("Excusable Delay").

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 an extension on at least a day-for-day basis, and (ii) in the event the delay is caused by Customer's fault or negligence, Aviat Networks will be also entitled to an equitable adjustment in the price under this Agreement.

6.6 TERMINATION

Either party may terminate this Agreement immediately upon written notice to the other party if: either party breaches any provision of this Agreement in any respect and such breach remains unremedied for thirty (30) days after written notice from the non-breaching party. In the event this Agreement is terminated due to a breach by 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 of Aviat Networks which 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 Texas**. 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, **Texas**.

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.

IN NO EVENT SHALL AVIAT NETWORKS' TOTAL LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE GREATER OF ONE HUNDRED THOUSAND UNITED STATES DOLLARS (\$100,000.00 USD) OR THE ACTUAL SALES PRICE PAID BY CUSTOMER FOR SERVICES SUPPLIED HEREUNDER.

THIS ARTICLE SHALL SURVIVE THE TERM OR EXPIRATION OF THE AGREEMENT. CUSTOMER AGREES TO 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

- a) 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.
- b) 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 Customer's performance hereunder, and shall promptly act to correct any noncompliance once identified.
- c) EXPORT AND RE-EXPORT RESTRICTIONS. Customer acknowledges that the Equipment and Licensed Programs sold or licensed to it by Aviat Networks 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 Licensed Programs, 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.

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.

7. SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names.

AVIAT U.S., Inc.

Duke's County, MA

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

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

WWW.AVIATNETWORKS.COM

Aviat, Aviat Networks, and Aviat logo are trademarks or registered trademarks of Aviat Networks, Inc.
Eclipse, TRuepoint, and Constellation are trademarks or registered trademarks of Aviat Networks, Inc.
© Aviat Networks, Inc. (first year in print - last year updated) All Rights Reserved.
Data subject to change without notice.
Filename_MonthDayYear

