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HARRIS CORPORATION GOODS AND SERVICES TERMS AND CONDITIONS OF SALE

The following terms and conditions of sale shall apply to the Hardware and Services to be provided by Harris Corporation, through its Communication Systems Segment (hereinafter "Seller") to City of Aurora (hereinafter "Buyer") as set forth in the Statement of Work (defined below). The contract between Buyer and Seller shall be formed upon execution of this contract ("Effective Date") and shall terminate upon completion of the warranty period.

1. STATEMENT OF WORK.

This upgrade from software/hardware version SR9A to SR10A.4 will be performed as an addendum to the original sale contract dated December 16, 2008 (hereinafter "the Original Sales Contract") Any terms of the Original Sales Contract not amended herein shall remain unchanged and in full force and effect. In case of conflict or inconsistency between this contract and the Original Sales Contract, this document shall prevail.

Buyer now desires to contract with Seller to provide Buyer with the radio communications system equipment and services set forth in Exhibit A— Statement of Work (SOW). The SOW describes the work to be performed by Seller to deliver and install the Hardware and provide the other Services under this agreement. Seller shall furnish, deliver and install the Hardware and Software and provide the Documentation Deliverables and Services in accordance with the terms of the SOW. Buyer and Seller each agree to perform their respective tasks and obligations as set forth in the SOW. Buyer will be responsible for providing all Federal Communications Commission frequency licenses for the Hardware. Seller shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies authorized to do business in the State of Illinois.

2. WARRANTY.

- A. Seller warrants to Buyer that Equipment manufactured by or for the Seller shall be free from defects in material and workmanship and shall conform to its published specifications. With respect to all non-Seller Equipment, Seller gives no warranty, and only the warranty, if any, given by the manufacturer shall apply. Seller warrants the installation services furnished by Seller hereunder shall be free from defects in and workmanship for one (1) year.
- B. Seller's obligations set forth in Paragraph C below shall apply only to failures to meet the above warranties occurring within one (1) year following acceptance and are conditioned on Buyer's giving written notice to Seller within thirty (30) days of Buyer's awareness of such occurrence.
- C. If any Equipment fails to meet the foregoing warranties, Seller shall correct the failure at its option (i) by repairing any defective or damaged part or parts thereof, (ii) by making available at Seller's factory any necessary repaired or replacement parts, or (iii) by replacing the failed Equipment with equivalent new or

refurbished Equipment. Any repaired or replacement part furnished hereunder shall be warranted for the remainder of the warranty period of the Equipment in which it is installed. Where such failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price. Labor to perform warranty service will be provided at no charge during the warranty period only for the Equipment covered under Paragraph B.3-B.4. To be eligible for no-charge labor, service must be performed at a Seller factory, by an Authorized Service Center (ASC), or other Servicer approved for these purposes either at its place of business during normal business hours, for mobile or personal equipment, or at the Buyer's location, for fixed location equipment. Service on fixed location equipment more than thirty (30) miles from the Service Center or other approved Servicer's place of business will include a charge for transportation.

D. Seller's obligations under Paragraph C shall not apply to any Equipment, or part thereof, which (i) has been modified or otherwise altered other than pursuant to Seller's written instructions or written approval or, (ii) is normally consumed in operation or, (iii) has a normal life inherently shorter than the warranty periods specified in Paragraph B, or (iv) is not properly stored, installed, used, maintained or repaired, or, (v) has been subjected to any other kind of misuse or detrimental exposure, or has been involved in an accident.

E. The preceding paragraphs set forth the exclusive remedies for claims based upon defects in or nonconformity of the Equipment, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise, and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties, whether oral, written, expressed, implied or statutory. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.

3. LIMITATIONS OF LIABILITY.

A. EXCEPT FOR SELLER'S LIABILITY TO THIRD PARTIES FOR ITS WILLFUL MISCONDUCT OR NEGLIGENT ACTS OR OMISSIONS, THE TOTAL LIABILITY OF SELLER, INCLUDING ITS SUBCONTRACTORS OR SUPPLIERS, ON ANY AND ALL CLAIMS WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR PATENT INFRINGEMENT) OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATION UNDER THIS AGREEMENT RESULTING HERE FROM OR FROM THE MANUFACTURE, SALE, DELIVERY, REPAIR, REPAIR, REPLACEMENT OR USE OF ANY EQUIPMENT OR THE FURNISHING OF ANY SERVICE, SHALL NOT EXCEED THE TOTAL CUMULATIVE AMOUNT OF THE TOTAL CONTRACT



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AMOUNT PAID BY BUYER TO SELLER, EXCEPT AS TO TITLE ANY SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD SPECIFIED IN THE ARTICLE ENTITLED "WARRANTY".

B. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR PATENT INFRINGEMENT) OR OTHERWISE, SHALL SELLER, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF BUYERS CUSTOMERS FOR SUCH DAMAGES. IF BUYER TRANSFERS TITLE TO, OR LEASES THE EQUIPMENT SOLD HEREUNDER TO, OR OTHERWISE PERMITS OR SUFFERS USE BY, ANY THIRD PARTY, BUYER SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING SELLER AND ITS SUBCONTRACTORS AND SUPPLIERS THE PROTECTION OF THE PRECEDING SENTENCE.

4. PATENTS.

A. Seller warrants that the Equipment furnished hereunder, and any part thereof, shall be delivered free of a rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller at its expense shall defend, or may settle, any suit or proceeding against Buyer so far as based on a claimed infringement which breaches this warranty. In case any such Equipment, or any part thereof, is in such suit held to constitute such an infringement and if the use of said Equipment or part is enjoined, Seller shall, at its expense and option, either procure for Buyer the right to continue using said Equipment or part, or replace same with an non-infringing equipment, or modify same so it becomes non-infringing, or remove said Equipment and refund the purchase price (less reasonable depreciation for use and any transportation costs separately paid by Buyer). The foregoing states the entire liability of Seller for patent infringement by said Equipment or any part thereof, and is subject to the limitations of liability set forth in the article entitled "Limitation of Liability".

B. The preceding paragraph shall not apply to any Equipment or part manufactured to Buyer's design, or to the use of any Equipment or part furnished hereunder in conjunction with any other equipment, in a combination not furnished by Seller as a part of this transaction. As to any such Equipment, part, use or combination, Seller assumes no liability whatsoever for patent infringement.

5. COVERAGE, INTERFERENCE, AND THIRD PARTY FACILITIES.

Representations concerning the distance at which usable radio signals will be transmitted and received by

the Equipment supplied hereunder shall not be binding upon the Seller unless reduced to a writing signed by an official of Seller in Lynchburg, Virginia and made a part of this instrument. Radio systems are subject to degradation of service from natural phenomena and other causes beyond the reasonable control of the Seller such as motor ignition and other electrical noises, and interference from other users assigned to the same or adjacent frequencies. The Seller cannot be responsible for interference or disruption of service caused by operation of other radio systems or by natural phenomena or by motor ignition or other interference over which there is no reasonable control. Such interference and noise can be minimized by addition (at Buyer's expense) of corrective devices adapted for particular locations and installations. Seller will make recommendations as to the use of such devices; however, total freedom from noise and interference cannot be guaranteed. In the event Buyer utilizes facilities or services supplied by others such as Common Carrier Services or shared services, Seller shall have no responsibility for the availability or adequacy of any such facilities or services.

6. DELAYS.

Seller shall not be liable for delays in delivery or performance or for failure to manufacture or deliver or perform due to (i) causes beyond its reasonable control, or (ii) acts of God, acts of Buyer, acts of civil or military authority, governmental priorities, strikes or other labor disturbances, floods, epidemics, war, riot, delays in transportation or car shortages, or (iii) inability on account of causes beyond the reasonable control of Seller or its suppliers to obtain necessary materials, components, services, or facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

7. DELIVERY, ACCEPTANCE, TITLE, AND RISK OF LOSS.

Services shall be accepted upon completion by Seller and reasonable inspection of services by Buyer, if applicable. Shipping dates are approximate and are based upon prompt receipt of all necessary information. Delivery will be made F.O.B. destination to Buyer. Hardware shall be accepted by Buyer upon delivery to Buyer or approved Buyer storage location. Partial deliveries are allowed. Title and all risk of loss or damages for Hardware shall pass to Buyer upon delivery to Buyer or approved Buyer storage location.

8. PRICE and TERMS OF PAYMENT.

The total selling price of the Hardware and services shall be, \$775,667.56 which is further described in the Pricing section of the SOW. Hardware shall be invoiced per the mutually agreed upon Payment Milestones. Seller shall provide monthly invoices for services completed, and payment shall be due in accordance with the terms of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.* hereinafter "the Act"). If manufacture or shipment is delayed by the Buyer, payment, based on the contract price and the percentage of completion, shall become immediately due. Hardware held for the Buyer shall be at its risk and

expense. All amounts past due may accrue interest in accordance with the Act.

9. TAXES.

In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with a tax-exemption certificate acceptable to the taxing authorities.

10. SOFTWARE LICENSE.

Buyer is granted a license to use the software for the Hardware purchased under this contract subject to the terms and conditions of the Software License Agreement, which is attached hereto and incorporated herein as Exhibit B.

11. INSURANCE

In order to protect itself and Buyer, its officers, boards, commissions, agencies, employees and representatives under the indemnity and other provisions of this contract, Seller shall obtain and at all times during the term of this contract keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies authorized to do business in the State of and licensed by the Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. Within ten (10) days after execution of this Agreement, Seller shall furnish Buyer with a Certificate of Insurance listing Buyer as an additional insured. Seller shall maintain coverage for the duration of this contract. Seller shall furnish Buyer, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that Seller shall furnish the Buyer with a 30-day notice of cancellation or renewal. Seller shall furnish evidence of adequate Worker's Compensation Insurance.

12. GENERAL.

A. Buyer is solely responsible for obtaining and complying with any necessary permits and licenses from the Federal Communications Commission, or any other Federal, State or local governmental authority, related to the purchase, installation, erection and operation of any Equipment purchased hereunder.

B. The provisions of these conditions of sale are for the benefit of the parties hereto and not for any other person. The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

C. Seller will comply with applicable Federal, State and local laws and regulations as of the date of Seller's acceptance of Buyer's Order which relate to equal employment opportunity (including applicable provisions of Executive Order 11246, as amended), workmen's compensation, and the manufacture in Seller's facilities of the Equipment delivered hereunder (including applicable provisions of the Fair Labor Standards Act of 1938, as amended). The price and, if necessary, delivery of any Equipment will be equitably adjusted to compensate Seller for the cost of

compliance with laws or regulations except as specified above.

D. A perpetual, nonexclusive, non-transferable, fully paid license is granted hereunder which gives the Buyer the right to use the software embedded in the products manufactured by the Seller, and any modifications thereof, only for Buyer's own use. The license granted hereunder may not be assigned or transferred without the prior written consent of the Seller.

E. The invalidity, in whole or in part, of any Article or paragraph hereof shall not affect the validity of the remainder of such Article or paragraph.

F. The validity, performance and all matters relating to the interpretation and effect of these conditions of sale and any amendment hereto shall be governed by the laws of the State of Illinois. Venue for any legal proceedings shall be in the Circuit Court of either Kane or DuPage Counties, Illinois.

G. These conditions of sale constitute the entire understanding between the Buyer and Seller concerning the subject hereof, and any representation, promise, understanding, proposal, agreement, warranty, course of dealing or trade usage not expressly contained or referenced herein shall not be binding on Seller. No modification, amendment, rescission, waiver or other change of these terms and conditions shall be binding on Seller unless specifically agreed upon in writing by Seller. ANY ADDITIONAL OR CONFLICTING TERMS AND CONDITIONS PROPOSED BY BUYER MUST BE SPECIFICALLY AGREED UPON BY SELLER IN WRITING OTHERWISE THE ADDITIONAL OR CONFLICTING TERMS AND CONDITIONS PROPOSED BY BUYER ARE DEEMED REJECTED BY SELLER. SELLER DOES NOT ASSUME ANY OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THE SALE OF ITS EQUIPMENT OTHER THAN THOSE EXPRESSLY STATED IN THIS INSTRUMENT, AND DOES NOT AUTHORIZE ANY PERSON (INCLUDING SELLER'S MANUFACTURER'S REPRESENTATIVES AND SALES AGENTS) TO ASSUME FOR SELLER ANY OTHER OBLIGATIONS OR LIABILITIES.

[Signatures Next Page]



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IN WITNESS WHEREOF, Buyer and Seller have executed this Contract as an upgrade addendum to the original sale contract dated December 16, 2008.

BUYER

City of Aurora
44 East Downer Place
Aurora, IL 60507

By: _____

Name: _____

Title: _____

Date: _____

SELLER

Harris Corporation
221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501

By: Lori Rodriguez

Name: Lori Rodriguez

Title: Sr. Contracts manager

Date: 5/29/19



**EXHIBIT A
STATEMENT OF WORK**



TECHNOLOGY TO CONNECT,
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EXHIBIT B
SOFTWARE LICENSE AGREEMENT