



Standard Terms and Conditions of Sale for Broadcast Communications Division

By submitting a purchase order or signing the Quote, the Customer agrees that these terms and conditions will govern the supply by the Harris Affiliate identified on the Quote and the purchase by the Customer of the Equipment, Software licenses and/or Services described in the Quote and/or purchase order.

1. Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms used in this Agreement have the following meanings:

- a. **Agreement:** Collectively, the Terms and Conditions of Sale, the Quote, the Order and the Order Acknowledgement. In the event of a conflict in any term of the Terms and Conditions of Sale, the Quote, the Order and the Order Acknowledgement, the terms of the Terms and Conditions of Sale will prevail.
- b. **Component:** A separately identifiable, removable part contained within the Equipment.
- c. **Confidential Information:** All information or ideas of a commercial, technical, operational, financial or personal nature relating to or used in any aspect of the business or affairs of Harris and/or Harris Affiliates including, but not limited to, information relating to inventions, designs, know-how, practical experience, methodology, technical and scientific data, patents, mask works, computer programs, models, drawings, formulae and specifications, and also includes information or ideas belonging to a third party to which Harris has access with the consent of that third party, regardless in each case of form, format, or media (including information disclosed orally). Software and Licensed Harris Materials are the Confidential Information of Harris.
- d. **Customer:** The purchaser of Equipment, Software licenses, or Services from Harris.
- e. **Equipment:** Any hardware, including Components, and excluding any Software or Services to be provided under the Agreement;
- f. **Goods:** Collectively, the Equipment and Software licenses to be provided under the Agreement.
- g. **Harris:** The Harris Affiliate identified in the Order.
- h. **Harris Affiliate:** Any entity directly or indirectly controlling or controlled by or in common control with any other Harris entity, including without limitation, Harris Corporation.
- i. **Order:** The Customer's purchase order and/or, if signed by the Customer, the Quote.
- j. **Order Acknowledgement:** Harris' standard acknowledgement form, which signifies Harris' acceptance of an Order.
- k. **Quote:** The price quotation of Harris itemizing the Goods and Services and their related purchase price being offered to the Customer, together with all its exhibits, including without limitation the technical proposal, technical specifications, scope of work and any maintenance or other agreement specifically referenced in the price quotation and included in the purchase price.
- l. **Services:** Installation, warranty, maintenance support, integration, or other services to be provided to the Customer as part of this Agreement.
- m. **ServicePAK Agreement:** After-warranty support Services or upgraded warranty Services during the relevant warranty period, as such ServicePAK Agreements are described in Section 10 of these Terms and Conditions of Sale.
- n. **Software:** The individual executable programs as itemized in the Order and to be provided as a part of this Agreement including the data structures accessed internally by such executable programs; any source code, custom code, file layouts, database dictionaries or other file schema that may be provided for use with such executable programs; all manuals, configuration lists and other associated documentation material procured under this Agreement including, without limitation, any computer or web-based training materials; all data and information obtained via Harris' websites or portals; and any updates, enhancements, upgrades or subsequent versions to any of the foregoing.
- o. **Terms and Conditions of Sale:** These Standard Terms and Conditions of Sale for Broadcast Communications Division.

2. Quotes/Orders

- a. **Validity of Quote.** All Quotes automatically expire and become void after thirty (30) days unless an extension of such period is granted or agreed to in writing by Harris or Harris transmits an Order Acknowledgement to the Customer in response to an Order. Harris' acceptance of an Order after the validity period of the Quote may be subject to changes in prices, terms and specifications, which will be reflected in the Order Acknowledgement. Upon any such change by Harris, the Customer may elect to cancel the Order by written notice to Harris within ten (10) days after the Customer's receipt of the Order Acknowledgement; if such written notice is not received by Harris, then changes made by Harris in the Order Acknowledgement will be deemed accepted by the Customer. In case of such cancellation, Harris will refund to the Customer any advance payment made by the Customer without interest or penalty.
- b. **Order Acceptance.** Harris' acceptance of an Order is contingent upon approval of the Customer's credit. Any additional or conflicting terms and conditions contained in the Order or other document provided by the Customer are superseded by these Terms and Conditions of Sale and are void, unless expressly accepted in writing and signed by an authorized representative of Harris. Harris may within a reasonable time reject any Order with or without cause with no liability to the Customer. Upon Harris' rejection of any Order, Harris will refund to the Customer any advance payment made by the Customer with the Order without interest or penalty.
- c. **Changes to Equipment.** Harris may substitute Equipment of a different model, nomenclature or mechanical and electrical design than that described in the Order without notice, provided that such substitutions do not adversely affect the fit, form, or function of the Equipment.
- d. **Changes.** Harris may, if possible and prior to shipment of the Order, review requests by the Customer for changes to the Order. Acceptance of any changes requested by the Customer will be at Harris' discretion, and any changes may result in additional charges to the Customer.
- e. **Delivery.** Unless otherwise specified by the Customer, Harris may ship in any manner convenient to Harris. The delivery date quoted by Harris (the "Scheduled Delivery Date") is an estimate, based upon conditions at the time of quotation and subject to availability of inventory and the Customer's securing of financing. Harris will exercise reasonable efforts to comply with the Customer's requested shipping schedule if the Customer furnishes all information necessary, including sufficient detail to complete the technical specifications, to permit Harris to complete the Order. Harris may make, and the Customer agrees to accept, shipments in more than one lot; payment for each lot shall be due accordingly. In no event will time be of the essence regarding the Scheduled Delivery Date.
 - (1) **Delay by the Customer.** The Customer agrees to take delivery of the Goods and Services on the Scheduled Delivery Date. The Customer may not delay delivery of the Goods or Services without Harris' consent. If delivery of the Goods or Services is delayed by the Customer, such delay may give rise to a price increase by Harris for the Goods or Services prior to shipment or rendering of Services, and the Customer agrees to pay all costs associated with such delay, including without limit any storage expenses, and payments are to be made by the Customer as though shipment had been made or Services performed as scheduled. Title and risk of loss for Equipment placed in storage will pass to the Customer upon placement of the Equipment into storage and the warranty will start on that date. If the Customer delays delivery of the Goods or Services for a period of more than ninety (90) days beyond the Scheduled Delivery Date, then Harris may cancel the Order by written notice to the Customer. Upon any termination pursuant to this provision, Harris will be entitled, as a minimum, to all costs actually incurred up to the time of termination, plus a fair and reasonable pro rata profit on such cost. A termination notice containing these charges will be prepared and an invoice for termination charges will be submitted to the Customer, which amounts will be due and payable upon receipt.
 - (2) **Delay by Harris.** If shipment of any Goods or Services is delayed by Harris for more than ninety (90) days beyond the Scheduled Delivery Date, the Customer may cancel the Order by written notice to Harris, whereupon Harris shall refund to the Customer an amount equal to an equitable portion of any payment made by the Customer towards the total price, without interest or penalty.

f. Freight and Handling Charges. Unless otherwise agreed in writing by the parties, all prices and terms are Ex Works Harris facility (Incoterms 2010) and are exclusive of freight and handling charges. All freight and handling charges indicated on a Quote are estimates only. Unless otherwise agreed by the parties in writing, the Customer will pay for all freight and handling charges to the Customer's destination and such charges will be added to the Harris invoices or paid directly by the Customer. The method of shipment normally will be determined by the Order, but if no carrier or method of shipment is specified Harris will select a carrier as a convenience to the Customer.

g. Title and Risk of Loss. Title to and risk of loss for Equipment and Software media sold under this Agreement will pass to Customer at Ex Works Harris facility (Incoterms 2010).

h. Transportation Insurance. Unless otherwise agreed in writing by the parties, the Customer shall obtain transportation insurance on the Equipment and Software media. The Customer shall inspect the Equipment and Software media in accordance with carrier's inspection requirements and report any shortages or damage in writing within forty-eight (48) hours to the carrier and to Harris. The Customer is solely responsible for any failure to report shortages or damages promptly.

i. Discontinued Availability/Last Time Buy. Unless otherwise agreed in writing by the parties, the Customer acknowledges that Harris has made no representation about the continued availability of the Equipment listed in any Order. Harris reserves the right, in its absolute discretion, with or without notice, without incurring any liability to the Customer or otherwise, whether in contract or tort, to discontinue manufacturing or selling any of the Equipment listed in any Order at any time. Harris may, within its discretion, provide the Customer with a limited time opportunity to purchase such quantities of the Equipment as the Customer estimates it may need ("last time buy"). The Customer's last time buy rights are limited to products available in Harris' inventory at the time of the Customer's request.

3. Payment Terms, Taxes, Security Interest, Insurance, and Invoicing for Demonstration, Loan, or Rental Goods

a. Payment Terms. Unless otherwise specifically stated in the Agreement, all billed charges are due prior to shipment of the Goods or performance of the Services. An invoice delivered by fax machine or by electronic means will have the same effect as an original. All balances past due will be subject to an annual finance charge of the lesser of eighteen (18) percent or the highest rate permitted by law, and Harris may elect to suspend further deliveries under such Order and/or any other Order with the Customer, and/or suspend warranty Services and/or Services under a ServicePAK Agreement until such past due payments are received. Where Harris is providing financing to the Customer, shipments will not be made until all required security agreements and financing statements have been executed and approved by Harris.

b. Taxes. All prices are exclusive of all sales, use, excise, VAT, GST, withholding and other taxes, duties, or charges. Unless valid evidence of tax exempt status is provided by the Customer, the Customer will be liable and will indemnify Harris for all such taxes related to any Order.

c. Security Interest. As security for the full and prompt payment of all amounts and obligations owed by the Customer to Harris hereunder, the Customer grants to Harris a security interest in all Equipment supplied by Harris to the Customer hereunder and all proceeds thereof (collectively "Collateral"). Such security interest is and will continue to be a first-priority security interest in the Collateral whether by virtue of the priority accorded purchase-money security interests under the applicable Uniform Commercial Code (the "UCC") or otherwise. The Customer shall take all actions Harris deems necessary or desirable to enable Harris to perfect such security interest and maintain its first priority. The Customer irrevocably authorizes Harris to file financing statements and amendments thereto in such places as Harris deems necessary or desirable (without the Customer's signature where permitted by applicable law). If the Equipment will be inventory in the Customer's hands, the Customer agrees that Harris may notify others claiming security interests in the Customer's inventory of Harris' purchase-money security interest prior to supplying any Equipment to the Customer.

d. Insurance. If the Order involves deferred payments, at Harris' request, the Customer shall furnish Harris evidence of the Customer's insurance of Equipment against fire and extended coverage perils in an amount equal to the full value of the Equipment, with loss first payable to Harris as its interest may appear. The Customer agrees to maintain such insurance until full payment has been made to Harris.

e. Invoicing for Demonstration, Loan, or Rental Goods. In the event the Customer fails to return demonstration, loan, or rental Goods in accordance with the terms of the agreement governing such Goods, then Harris may invoice Customer for the fair market value of such Goods as of the date of shipment by Harris and the Customer shall pay such invoice in full not later than thirty (30) days from the date of such invoice.

4. Termination of Agreement

Either party may terminate the Agreement due to a material violation of the terms of the Agreement that continues unremedied for sixty (60) days following notice to the other party of such default. Nothing in this Agreement will prejudice either party's other remedies at law or equity as may be limited by this Agreement. If the Customer becomes insolvent, is the subject of any bankruptcy or insolvency proceedings, then Harris may declare all amounts and obligations of the Customer owed to Harris hereunder immediately due and payable and, if applicable, Harris shall have the rights and remedies of a secured party under the UCC. The following Sections will survive termination of this Agreement: 3.a, 3.b, 4, 8, 11, 13, 14.j.

5. Installation, Maintenance and Other Services

a. Except as otherwise expressly stated in this Agreement, the Customer is responsible for the prompt installation and proper maintenance of all Equipment and Software in accordance with Harris' instruction books and good engineering practice. The Customer also shall employ sufficient technically qualified personnel and have available the proper equipment necessary for maintenance. Harris' warranty of Equipment and Software furnished under this Agreement is conditioned on such prudent practices on the Customer's part.

b. For any Service provided by Harris, the Customer shall (i) provide timely decisions and approvals to Harris, upon which Harris will be entitled to rely, (ii) make available to Harris, at no charge, all personnel, information, services, security, and facilities reasonably required by Harris for the performance of the Services, (iii) procure all necessary permits, licenses and consents required for Harris to perform the Services, and (iv) prepare the installation site as necessary for the installation of the Goods, including without limit the installation of complete electrical systems for all equipment such as AC mains, distribution panels and wiring, disconnect boxes, over-current protectors, surge eliminators, uninterruptible power supplies, and automatic voltage regulators. The Services will commence when all necessary Goods are delivered to the site. Prior to commencing the Services, building construction and modifications shall be substantially complete with finished walls and floors, interior and exterior windows and doors, adequate lighting, functioning heating/cooling, completed electrical service, and telephone communications. The site shall be free of construction dust and paint overspray and unencumbered by tradesmen or their materials. The Customer warrants to Harris that the building is an asbestos-free environment, and is free of other safety and health hazards to personnel.

c. Harris is not responsible for work done by any parties not engaged by Harris, including contractors hired by the Customer. Harris is not responsible for any installation materials not supplied by Harris, or other similar items that may be required to complete the installation. Any supplies or equipment necessary to complete the installation that are not part of this Agreement or an approved change order will be the Customer's responsibility. Harris will not be liable for proper operation of equipment supplied from other vendors. Harris is not liable for systems supplied by Harris functioning incorrectly if third-party equipment is substituted for that specified in the Agreement, or if the Customer makes engineering change orders affecting the operation of the systems.

d. Additional labor requirements beyond the scope of work statement set forth in the Quote will require prior approval from Harris, and such changes may result in additional charges.

e. Harris, in its sole discretion and without notice, may utilize subcontractors, or assign to any Harris Affiliate any and all obligations to perform Services under this Agreement.

6. Equipment Return Policy

No Equipment may be returned without Harris' prior authorization and the Customer shall not return any Equipment without such return authorization. Upon authorization, Harris will issue a return authorization number, which number must appear on each individual package being returned. Harris may refuse shipments of

Equipment returned without return authorization numbers. All Equipment being returned for credit must be returned within thirty (30) days from the Customer's receipt of such Equipment and in good condition. Harris will inspect all Equipment returned. If there is damage, wear and tear, or if there are missing Components or accessories, the Customer shall pay for repair/refurbishment of the returned Equipment and the applicable restocking fee. All questions regarding the Harris Product Return Policy must be directed to the appropriate Harris Technical Support Department. The Customer will (i) package and pack the Equipment being returned in a manner which is in accordance with good commercial practice and adequate to ensure safe arrival of such Equipment at the named destination; and (ii) insure the Equipment being returned for the full invoice amount. Harris will authorize the return of Equipment for the following reasons:

- a. **Equipment Damaged in Shipment.** Upon receipt of shipments, the Customer shall open and inspect all boxes immediately for possible freight damage. If damage is found, the Customer shall notify the delivering carrier within forty-eight (48) hours and request an inspection. After notifying the freight carrier, the Customer shall promptly contact Harris for further instructions. The Customer is solely responsible for any failure to report shortages or damages promptly.
- b. **Items Shipped in Error.** If the Customer receives Equipment not included on the Order, the Customer shall promptly notify the Harris Order Administration Department responsible for the fulfillment of the Order. Equipment shipped in error is not subject to restocking fees provided it is returned without damage and in complete and unused condition. Harris will pay for the costs of return shipping for items shipped in error.
- c. **Defective Equipment.** If the Equipment that the Customer receives is defective, the Customer may make a warranty claim under Section 9 of this Agreement. Upon discovery of a warranty problem, the Customer must promptly contact the appropriate Harris service center for warranty support. The Customer shall not return the Equipment until a service representative has issued a return authorization, including a form that the Customer must fill out describing the nature of the Equipment defect.
- d. **Other Reasons.** For any return of Equipment for reasons other than those specified in Sections 6.a through 6.c above, the Customer's return authorization request shall include a clear statement of the reason for the return request. Harris will review the return authorization request, and at Harris' sole discretion, determine whether it will issue a return authorization. In the event that Harris elects to issue a return authorization, the Customer shall pay for all shipping costs and all applicable restocking charges. CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.

7. Licenses and Other Intellectual Property Rights and Obligations

- a. **Software License.** Subject to the terms and conditions of this Agreement, Harris hereby grants to the Customer a non-exclusive, non-transferable (except as expressly provided in this Section 7 or in Section 14.f hereof) license to use the Software for the Customer's ordinary internal business activities and, (i) if originally installed on Equipment, only in connection with the use of the Equipment purchased by the Customer and on which the Software was originally installed, or (ii) if originally furnished as stand-alone software (i.e. furnished as strictly software products), only in connection with the hardware originally identified by the Customer and accepted by Harris. If originally installed on Equipment, the term of the license to the Software is coterminous with the Customer's ownership of the Equipment; if originally licensed as stand-alone software, the term of the license to the Software is perpetual. Harris will deliver the version of the Software identified on the Quote; if no version is identified, Harris will deliver the latest commercial generation available at the time of delivery. Harris shall be under no obligation to supply upgrades, enhancements, updates or modified versions to any Software except where so agreed in writing. The terms and conditions of the licenses granted by this Agreement will apply to any and all upgrades, enhancements, updates and modified versions of the Software that may be provided by Harris to the Customer. If required by Harris, the Customer agrees to substitute such version for the previous version and to delete and destroy any previous version and all copies. The licenses granted under this Agreement to the Software include only the functionality identified on the Quote, even if additional functionality is resident in the Software. The Customer may not sublicense, rent, lease, assign, transfer, network, display, or distribute the Software, nor may the Customer allow third parties to utilize the Software, utilize the Software on behalf of any third party or to utilize the Software for any purpose whatsoever not described in this Agreement.
- b. **Third-Party Software.** Software provided by Harris may originate from third party licensors ("Licensed Third Party Programs"), and may require that the terms of such licensors' respective licenses be accepted prior to use. Such license terms, if any, are either attached or will appear as a part of the delivered or downloaded software. The Customer shall accept such third party license terms prior to installation of the Licensed Third Party Programs regardless of whether they are provided as part of the Licensed Third Party Program's shrink wrap package or in electronic format displayed during the program boot up or operation or in any other form. Third party licensors will be deemed to be third party beneficiaries with respect to any Licensed Third Party Programs. The terms of the third party licenses will control with respect to any Licensed Third Party Programs provided under any Order and will supersede the licenses granted in this Agreement to the extent they conflict.
- c. **Materials License.** Harris hereby grants to the Customer a non-exclusive, non-transferable (except as expressly provided in this Section 7 or in Section 14.f hereof) license to use Harris' proprietary documents, including schematics, drawings and user, installation, repair, maintenance, and technical manuals ("Licensed Harris Materials") solely in connection with the use of the related Equipment and Software licenses purchased by the Customer. The Customer may not sublicense, rent, lease, assign, transfer, network, display, or distribute the Licensed Harris Materials. The term of the license for the Licensed Harris Materials will be coterminous with the Customer's ownership of the related Equipment or the Software licenses, as applicable.
- d. **Intellectual Property Rights.** All originals and copies of the Software and Licensed Harris Materials are and will remain the property of Harris or its Harris Affiliate(s). The Software, the Licensed Harris Materials and all trademarks, trade secrets, patents, copyrights, other intellectual property rights and other confidential or proprietary information contained in them and in the Equipment are and will remain the sole and exclusive property of Harris, or its Harris Affiliates, or its licensors, and the Customer shall obtain no title to or interest in them. Neither party may use the other party's or its licensors' names or trademarks without prior written approval. Any rights granted under this Agreement take the form of a license. The Customer will not cause any copyright, identification labels or legal notices contained within the Software, Equipment or the Licensed Harris Materials to be modified, removed, suppressed, or in any other way made inconspicuous. The Customer shall label each copy of the Software and Licensed Harris Materials with the copyright, trademark, and proprietary notices in the same form which appear in or on the Software and Licensed Harris Materials delivered to the Customer by Harris. All copies of the Software and Licensed Harris Materials, when not in use, shall be destroyed by the Customer or maintained in a secure place within the Customer's business premises under access and use restrictions compatible with this Section 7.
- e. **Restrictions.** Except as may be permitted by the options selections contained within the Software or by applicable third-party licenses, the Customer may not copy, reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software, Equipment or Licensed Harris Materials or any copy, adaptation, transcription or merged portion of the Software, Equipment or Licensed Harris Materials, nor create any derivative of the Software, Equipment or Licensed Harris Materials. Notwithstanding the foregoing, the Customer may make copies of the Software only to the extent (i) required by applicable legislation or (ii) reasonably necessary for normal and industry standard back-up purposes.
- f. **Termination of Licenses.** The term of all licenses granted under this Agreement will remain subject to early termination by Harris upon notice to the Customer in the event of a material breach of the terms of this Agreement. Upon termination for any reason, the Customer shall immediately discontinue use of the Software and Licensed Harris Materials, and shall return to Harris all copies of the Software and Licensed Harris Materials in accordance with Section 8.a below. Harris reserves the right to deactivate or remove the Software.
- g. **Distribution.** If required by applicable third party licenses, Harris will distribute source code, object code or the like to the parties required by the applicable third party license(s) upon request at no more than maximum price allowable under those license(s). This offer is valid for the minimum time period required by the applicable third party license(s).
- h. **Violation of Licenses.** The Customer agrees that a violation of the license terms would cause irreparable injury to Harris or Harris Affiliates or the third party licensor for which money damages will not provide an adequate remedy, and that Harris, Harris Affiliates, or the third party licensor will be entitled, in addition to any other rights and remedies it may have, at law or in equity, to seek an injunction enjoining and restraining the Customer from doing or continuing to do any such act and any other violations or threatened violations of the licenses granted by this Agreement without proof of special damage.

8. Confidential Information

- a. Confidential Information. The Customer shall keep any Confidential Information disclosed by Harris confidential by affording access to such only to those of the Customer’s employees, agents, or consultants having a need to know for the use of the Goods and Services specified under this Agreement, and any such disclosure shall be made by the Customer under corresponding conditions of confidence. In addition, the Customer shall employ reasonable measures to prevent any unauthorized use, copying, publishing, reproduction, or disclosure of any Confidential Information disclosed by Harris, and shall not treat such with lesser care than the Customer’s own confidential information, which shall in no event be less than reasonable care. Unless specifically permitted elsewhere in this Agreement and only to the extent specifically permitted, the Customer shall not make copies of any Confidential Information without the prior written permission of Harris. All Confidential Information made available under this Agreement, including copies, will be returned to Harris or destroyed by the Customer upon the first to occur of (i) termination of this Agreement for any reason or (ii) request by Harris.
- b. Exceptions. Nothing in this Agreement will prohibit or limit the Customer’s use of information (i) independently developed by it, or (ii) which is or becomes publicly available through no breach by the receiving party of this Agreement. In the event the Customer receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of Harris, it shall provide prompt notice to Harris of such receipt, and may thereafter comply with such process.
- c. Technical Information. Unless specifically agreed to by Harris and identified and priced in the Quote as a separate item(s) to be delivered by Harris, the sale of Goods and Services under this Agreement confers on the Customer no right in, license under, access to, or entitlement of any kind to any of Harris’ technical data including but not limited to design, process technology, software and drawings, or to any of Harris’ inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof arose out of work performed under or in connection with this Agreement, and irrespective of whether the Customer has paid or is obligated to pay Harris for any part of the design or development of the Goods or Services.
- d. Customer Furnished Information. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by the Customer for Harris’ performance of this Agreement unless (and only to the extent that) the Customer and Harris have entered into a separate written confidentiality agreement.
- e. Customer shall not violate Harris’ copyright of documents or Software or without Harris’ written permission disclose Harris’ confidential or proprietary data to others.

9. Warranties

- a. Standard Equipment Warranties. Unless otherwise provided by Harris in writing, Harris warrants that all Harris Broadcast Communications-manufactured Equipment will substantially conform to the Harris specifications for such Equipment and be free of any defect in materials or workmanship (the “Standard Equipment Warranty”) for the period of time specified in Table 9.a below (the “Equipment Warranty Period”); such period is measured from the date of shipment from a Harris facility. This warranty is extended to the Customer and applies to all Harris Broadcast Communications-manufactured Equipment purchased, installed, and used for the purpose for which such Equipment was originally designed.

Table 9.a	
<u>Product Family</u>	<u>Equipment Warranty Period</u>
Transmitters (except those Platinum VHF Transmitter models listed below), Storage, Servers, Automation Equipment, Graphics, Networking, Post Production, Consoles & Audio Management Equipment, NetVX, Selenio, Intraplex, Digital Exciters (Radio) (except the FlexStar HDX Exciters listed below)	15 months from shipment
Test & Measurement, Routing & Distribution Equipment	27 months from shipment
FlexStar HDX Exciters, Digital Signage	39 months from shipment
Platinum VHF Transmitters (Models HT and HTEL)	63 months from shipment
B-Stock Equipment	90 days from shipment
Equipment Sold as Resale	As provided by Manufacturer
Replacement Parts – within Equipment Warranty Period	Longer of (i) applicable product warranty or (ii) 90 days from shipment
Replacement Parts – Post Equipment Warranty Period	90 days from shipment
Used Equipment	“AS IS”

- b. Remedy for Breach of Equipment Warranty. Upon breach of the Standard Equipment Warranty and Harris’ receipt of notice of such breach, the Customer’s sole and exclusive remedy will be, at Harris’ sole discretion and option, repair or replacement of the defective Equipment with functionally equivalent Equipment. Components that the Customer claims to be defective shall be made available to Harris for inspection and testing by the Customer. Unless otherwise agreed in writing, the Customer shall be solely responsible for customs clearance for all repaired or replacement Components and Equipment under the Standard Equipment Warranty. To be entitled to rights under the Standard Equipment Warranty, the Customer shall open a service request by contacting the relevant Harris help desk by phone or web interface within thirty (30) days after discovering a suspected defect in any Equipment or Component, but in any event prior to the expiration of the applicable Equipment Warranty Period, and shall request a return authorization from Harris in accordance with Section 6 of this Agreement. Notice to a Harris dealer, systems integrator, sales representative or other third party is not notice to Harris. Following its receipt of any such Customer notice, Harris will determine whether the reported problem is covered by the Standard Equipment Warranty. If Harris determines that the problem is covered by the Standard Equipment Warranty, Harris will authorize return or repair of the defective Equipment or Component by issuing a return authorization.]
- c. Equipment Warranty Exclusions: To the full extent permitted by law, Harris does not warrant, guarantee and is not responsible for:
 - (1) Defects, failures, damages or performance limitations caused in whole or in part by (A) power failures, surges, failures in third-party communication networks, fires, floods, snow, ice, lightning, excessive heat or cold, highly corrosive environments, accidents, actions of third parties, or other events outside of Harris’ control, or (B) the Customer’s abuse, mishandling, misuse, computer viruses, negligence, improper storage, servicing or operation, or unauthorized attempts to repair or alter the Equipment in any way. The Customer shall provide qualified technical personnel to maintain and repair the Equipment.
 - (2) Equipment built to the Customer’s specifications that is later found not to meet the Customer’s needs or expectations.
 - (3) The performance of the Equipment when used in combination with equipment not purchased from Harris, or specified or approved by Harris in writing.
 - (4) Signal coverage delivered by antenna equipment whether or not supplied by Harris.
- d. Additional Warranty Notes.
 - (1) OEM or third party equipment that is incorporated into Harris Equipment is covered for the same period as such Harris Equipment’s standard product warranty unless the OEM or third party equipment carries its own limited warranty.

(2) **Items Sold As Resale.** Items sold as resale are such items that are not manufactured by Harris but may be utilized in conjunction with, independently of or incorporated into, Harris manufactured Equipment (such as tubes, printers and antenna transmission lines) and are covered only by the specific warranty terms of the supplier or original equipment manufacturer of those items. IF AN ORDER COVERS EQUIPMENT NOT OWNED BY HARRIS, IT IS SOLD SUBJECT TO HARRIS' ABILITY TO ACQUIRE SUCH EQUIPMENT.

(3) **B-Stock Equipment.** B-Stock Equipment is defined as equipment repurchased or repurposed by Harris that is reconditioned or refurbished for sale to a second generation owner by Harris.

(4) **Used Equipment.** IF THE EQUIPMENT SPECIFIED IN AN ORDER IS DESCRIBED AS USED, IT IS SOLD "AS IS" AND WITH NO WARRANTY.

e. **Standard Services Warranty.** Harris warrants that the Services will be performed in a professional manner (the "Services Warranty"). Notice of a breach of the Services Warranty shall (i) specify in reasonable detail, the nature of the claim, and (ii) be received by Harris within ninety (90) days from the last day of performance of the Services. Upon breach of the Services Warranty and Harris' receipt of notice of such breach, the Customer's sole and exclusive remedy will be for Harris to reperform the applicable Services at Harris' expense.

f. **Software Warranties.**

(1) **Software.** Unless otherwise provided by Harris in writing, Harris warrants that the Software will operate substantially in compliance with Harris' specifications for the Software (the "Standard Software Warranty") for a period of ninety (90) days from the date such Software is shipped or otherwise made available by Harris (the "Software Warranty Period"). Upon breach of the Standard Software Warranty and Harris' receipt of notice of such breach, the Customer's sole and exclusive remedy will be, at Harris' sole discretion and option, repair or replacement of the defective Software with functionally equivalent Software. Harris does not warrant that the Software is error free or that the Customer will be able to operate the Software without problems or interruptions. Corrections to the Software beyond the Software Warranty Period will only be made by Harris pursuant to a ServicePAK Agreement.

(2) **Physical Media.** During the Software Warranty Period, Harris warrants all physical media for the Software to be free of defects in material or workmanship. The Customer's sole and exclusive remedy under this limited warranty will be, at Harris' option, repair or replacement of the physical media for the Software.

(3) **Standard Software Warranty Exclusions.** The Standard Software Warranty does not apply to any Software that (A) has been altered or modified, except by Harris; (B) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Harris; (C) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (D) is used in ultra-hazardous activities.

10. ServicePAK Agreement Terms

The Customer may elect to purchase a ServicePAK Agreement. In the event that any ServicePAK Agreement for specific Harris Goods is included on any Quote and/or Order, the terms and conditions of this Section 10 will apply. Any Quote and/or Order must state the specific ServicePAK Agreement as indicated below. The Services included in each ServicePAK Agreement are outlined in Table 10 below and are further described in subsections 10.a through 10.n below.

Service Features	North America ServicePAKs¹ (for Customers in North America)			International ServicePAKs¹ (for Customers outside North America)	
	Basic	Gold	GoldPlus	Basic	Gold
Regional Technical Phone Support (9X5 Coverage)	•			•	
24x7 Technical Phone Support		•	•		•
After-Hour Emergency "Off-Air" Technical Phone Support	•				
Technical Knowledge Bank Access	•	•	•	•	•
Software Updates & Bug Fixes (current version only)	•	•	•	•	•
Software Upgrades		•	•		•
Remote Access Support (if available)	•	•	•	•	•
Advance Exchange Parts	5 Day Shipment	Next Day Shipment	Next Day Shipment	5 Day Shipment ²	Next Day Shipment ²
Additional On-Site Services – 10% Discount		•	•		•
Onsite Preventative Maintenance Visit		Annual Option	Annual	Annual Option	Annual ³
Bi-Annual Site Review and Evaluation			•		
Consigned Inventory			Option		
Dedicated Site Advocate			Option		
Emergency Field Services			Option	Option	Option

a. **Technical Support.**

(1) **Regional Technical Phone Support (9X5 Coverage).** Harris will provide technical phone support nine (9) hours per day, five (5) days per week, Monday through Friday, 8 am to 5 pm in certain Harris specified regional time zones.

(2) **24X7 Technical Phone Support.** Technical phone support will be provided by Harris twenty-four (24) hours per day, seven (7) days per week.

(3) **After-Hour Emergency "Off-Air" Technical Phone Support.** Telephone "hotline" support will be provided by Harris in the event of a Severity 1 emergency affecting the covered products which occurs outside of the regular 9x5 technical phone support hours described in this Agreement ("Emergency

¹ Does not include Transmission products (Transmission products include TV and Radio transmitters, Intraplex and Studio products).

² In the event that the Customer allows its warranty and/or ServicePAK coverage to lapse such that there is a period of no warranty or ServicePAK coverage, there will be a ninety (90) day waiting period before Advance Exchange Services begin under a subsequent ServicePAK Agreement.

³ Only available for ServicePAK Agreements with annual prices greater than or equal to U.S. \$50,000 per year.

After-Hours Hotline Support”). A “Severity 1” emergency indicates a condition which impacts the Customer’s operations such that the Customer is, or is in imminent danger of being, “off-air” and/or unable to broadcast due to a manufacturing defect in the materials or workmanship of the covered product. When the Customer contacts Harris’ Technical Support Call Center, the Harris representative answering the call will classify the call, determine the severity level, and respond accordingly. If the Harris representative determines during an after-hours call, in his or her reasonable discretion, that the described condition does not represent a Severity 1 emergency, the representative will log the call for a return call the next business day during Harris’ business hours.

(4) Regional and 24X7 Technical Phone Support will include a live representative answering the phone and providing technical phone support for the covered products, but does not imply that a dedicated representative or subject matter expert will be assigned to or available for the Customer. Such technical phone support will be provided on a priority basis, with the same priority as technical phone support for Harris’ warranty customers and ahead of technical phone support for Harris’ non-warranty, non-ServicePAK Agreement customers.

(5) For clarification purposes, any technical support provided by Harris will be for the sole purpose of fulfilling Harris’ ServicePAK obligations. If Harris determines that the Customer is using technical support as a substitute for training of the Customer’s personnel, then such technical support will be subject to additional charges at Harris’ then prevailing unit rate for such Services.

b. Technical Knowledge Bank Access. Harris provides access to additional documentation and a frequently asked questions knowledge bank in a restricted-access area on its website (collectively, the “Technical Knowledge Bank”). The Customer may access the Technical Knowledge Bank and the content that is applicable to the covered products electronically twenty-four (24) hours per day, seven (7) days per week. The content of the Technical Knowledge Bank is by no means complete, and if in doubt, the Customer should contact a technical phone support representative prior to implementing any modification to any product or taking any other action.

c. Software Updates and Bug Fixes (current version only): During the term of a ServicePAK Agreement, the Customer may download applicable software updates or bug fixes for the Software from Harris’ software website at no additional charge to the Customer. New feature sets or functionality that Harris considers “upgrades”, or any future features or software applications are not included.

d. Software Upgrades. Under the terms of certain ServicePAK Agreements, Harris will provide Software upgrades at no additional charge to the Customer. All Customers that utilize Harris Software must have a ServicePAK Agreement and must upgrade to the latest version of Software in order to obtain technical support and Software upgrades. In the event that the Customer’s ServicePAK Agreement for Harris Software lapses and the Customer later desires to reinstate such ServicePAK Agreement, the Customer acknowledges and agrees that such subsequent ServicePAK Agreements will be subject to new fees at Harris’ then prevailing rate for such ServicePAK Agreements, and the Customer must pay all fees and other amounts that would have been due during the lapsed time period. In addition, upon reinstatement of the ServicePAK Agreements, the Customer shall promptly install the most current version of the Software as provided by Harris.

e. Remote Access Support. Under the terms of a ServicePAK Agreement, if available, Harris will provide the Customer with remote access support (“Remote Access Support”) to be used in responding to the Customer’s requests for technical support. Remote Access Support may include remote diagnosis of problems with the Equipment and/or Software, remote repairs and similar remote assistance, but excludes monitoring (unless specifically requested by the Customer), regular maintenance and any onsite visits. The Customer shall install specific agents, software or applications onto the Customer’s equipment that allow Harris’ Technical Support Team to remotely access the Customer’s facility to provide technical support (such as VPN). The Customer hereby consents to such remote access by Harris. The logistics and parameters of such Remote Access Support will be determined by mutual agreement of the parties.

f. Advance Exchange Program. Under the terms of a ServicePAK Agreement, Harris provides an advance exchange program (“Advance Exchange Program”). Under the Advance Exchange Program, subject to the terms and conditions set forth below, Harris will ship replacement Equipment or Components, in advance, from a service center in exchange for the Customer’s defective Equipment or Components. Only Equipment or Components that are being manufactured by Harris at the time of the request and that have discrete identifiable serial numbers, that contain serialized modules that can be shipped as a complete module are eligible for the Advance Exchange Program and/or are otherwise eligible for the Advance Exchange Program (as determined by Harris in its sole discretion). Subject to availability of stock on hand, Harris will use commercially reasonable efforts to ship Advance Exchange Equipment or Components with the same model number as the defective Equipment or Components to an express carrier selected by Harris within the time period specified in Table 10 above, depending on the time of the Customer’s call (Note: This does not mean the Equipment or Components will be delivered within the time period specified in Table 10 above). Harris will use commercially reasonable efforts to supply Equipment or Components from the geographical region of the Customer’s site, so as to minimize freight and duty, however, in some cases, Equipment or Components may be shipped from another country, in which case, unless otherwise agreed in writing, the Customer shall be solely responsible for customs clearance for all replacement Equipment or Components under the Advance Exchange Program. Harris bears the risk of loss or damage while the Equipment or Component(s) is in transit to the Customer from the Harris service center, and the Customer bears the risk of loss or damage while the Equipment or Component(s) is in transit back to the Harris service center.

(1) Exchange Requirements. Upon receipt of an Advance Exchange Product, the Customer has thirty (30) days to tender the defective Equipment or Component(s) to the return carrier for shipment to the service center designated by Harris. If the Customer does not return the defective Equipment or Component(s) within such thirty (30) day period, the Customer shall pay the Harris List Price for such Equipment or Component(s). Such failure to return the Equipment or Components may, in Harris’ discretion, be grounds for termination of the ServicePAK Agreement and/or suspension of any future Advance Exchange privileges until such outstanding defective Equipment has been returned.

(2) Exchange Products. Under the Advance Exchange Program, Harris will provide the Customer with new, rebuilt, refurbished or alternate Equipment or Components of equal or improved quality, as exchange Equipment or Components to replace eligible defective Equipment or Components. Any alternate Equipment or Components will meet or exceed the specifications of the replaced Equipment or Components. Rebuilt or refurbished Equipment or Components may bear cosmetic blemishes that do not affect performance. Unless otherwise specified by Harris in writing, repaired or replaced Equipment or Components are covered only for the remainder of the term of the applicable ServicePAK Agreement. All Equipment or Components replaced by Harris with Advance Exchange Equipment or Components become the property of Harris.

(3) Exclusions. Harris has no obligation to (i) service, exchange or otherwise replace any Equipment or Component(s) that has been damaged, modified, abused, misused or over-used as determined by Harris or has been used with non-Harris supplies or products that have caused damage or malfunction; (ii) paint, refinish, refurbish, restore or exchange any Equipment or Component(s) with cosmetic blemishes; (iii) service, exchange or otherwise replace any Equipment or Component(s) if the same would interfere with, impede or be redundant with normal or scheduled maintenance of such Equipment or Component(s); (iv) service, exchange or otherwise replace any Equipment or Component(s) that is within sixty (60) days of the end of its production life; or (v) provide any application software support or service involving application hardware or replace any accessories. If Harris elects to perform any such Services at the Customer’s request, then such Services will be deemed a service call and all labor, parts and materials used for the service call will be paid by the Customer at Harris’ then-prevailing rates for such Services, parts or materials.

(4) Dispatch of Equipment. Prior to dispatch of advance exchange Equipment or Component(s), the Customer shall request a return authorization from Harris in accordance with Section 6 of this Agreement. A Harris Technical Support Engineer will then determine the eligibility of the Equipment or Component for the Advance Exchange Program, and that the defective Equipment or Component is the cause of the malfunction and must be replaced.

g. Additional On-Site Services – 10% Discount. Under the terms of certain ServicePAK Agreements, the Customer will be entitled to receive a ten (10) percent discount off Harris’ daily rate card for any Services provided outside the Agreement, such as on-site engineering Services, training and commissioning.

h. Onsite Preventative Maintenance Visits. During each year of the term of certain ServicePAK Agreements, the Customer may utilize one (1) periodic onsite visit for each period (as indicated in Table 10 above) by a Harris field engineer to the Customer’s facility on a mutually agreeable date to perform a routine Equipment inspection and preventative maintenance review of the Equipment (an “Onsite Preventative Maintenance Visit”) at no additional charge to the Customer. The Customer must contact Harris’ Technical Support Order Desk at least one (1) month in advance to schedule such a visit and the Customer is

entitled to only one (1) such visit in any specified period during the term of this Agreement. The Customer is not entitled to any refund in the event that the Customer fails to schedule such a visit in any period. In the event that Harris agrees, at the Customer's request, to make more frequent visits, the Customer shall pay for such visits at Harris' then-prevailing rates for such Services. The Customer shall pay for actual travel and lodging expenses related to Onsite Preventative Maintenance Visits. Onsite Preventative Maintenance Visits are intended to provide only routine Equipment inspection (including troubleshooting support) and a preventative maintenance review and cannot be used for any installation, commissioning or enhancement of the Equipment. The onsite field engineer will make recommendations to the Customer about possible updates and/or upgrades, and/or training recommendation that could improve the system efficiency and/or performance of the Harris products. This service may also be provided to Customer via Remote Access Support upon the mutual agreement of the parties. In the event that the parties determine that additional Services from Harris are required, the parties shall schedule a time for the work to be performed. These visits also exclude the cost of any replacement Equipment or Components or repair Services that may be recommended or required, as well as any associated installation costs. Should a Harris field engineer make any recommendations during an onsite visit, Harris has no obligation to act upon such recommendations unless mutually agreed by the parties and paid by the Customer at Harris' then-prevailing rates for such Services. The Customer shall provide reasonable access to the Equipment onsite for Harris field engineers.

i. Bi-Annual Site Review and Evaluation. Under the terms of certain ServicePAK Agreements, the Customer may request site review and evaluation Services on a bi-annual basis (a "Site Review and Evaluation"). A Site Review and Evaluation includes a review of the Harris products installed in one (1) of the Customer's facilities. This review will provide the Customer with an evaluation of the condition of their Harris products, and recommendations as to the performance of the products. The engineer responsible for the Site Review and Evaluation will make recommendations to the Customer about possible updates and/or upgrades that could improve the system efficiency and/or performance of the Harris products. Should a Harris engineer make any recommendations during a Site Review and Evaluation, Harris has no obligation to act upon such recommendations unless mutually agreed by the parties and paid by the Customer at Harris' then-prevailing rates for such Services.

j. Consigned Inventory (Option). This option is available under certain ServicePAK Agreements and is a custom feature that will be defined around specific requirements of the Customer. Consigned inventory is managed and held at the Customer facility and becomes an extension of the Customer's inventory. For clarification purposes, any Order that includes the Consigned Inventory option must include additional mutually agreed upon terms and conditions.

k. Dedicated Site Advocate (Option). This option is available under a certain ServicePAK Agreements and is defined by a separate Statement of Work mutually agreed upon by the parties.

l. Emergency Field Services. As an option under certain ServicePAK Agreements, in Harris' sole discretion, emergency field services may be provided to the Customer if a reasonable effort by the Customer's qualified technical personnel has not corrected a problem. In such an event, the Customer will be responsible for the travel and living expenses of the Harris personnel providing such Services.

m. Other Support. No ServicePAK Agreement provides troubleshooting, software consulting or technical support coverage beyond that which is described in this Section 10. If Harris does provide any such other Services, Harris' then-prevailing rates will apply.

n. Important Notes. Unless otherwise agreed in writing, items sold as resale as identified in Section 9.d.(2) are not eligible for inclusion in ServicePAK Agreements.

11. Warranty Disclaimer; Limitations of Liability

a. **THE WARRANTIES AND REMEDIES SET FORTH IN THIS AGREEMENT ARE THE CUSTOMER'S SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES IN CONNECTION WITH THE EQUIPMENT, SOFTWARE OR SERVICES PROVIDED BY HARRIS UNDER THIS AGREEMENT.**

b. **TO THE FULL EXTENT PERMITTED BY LAW, HARRIS MAKES NO REPRESENTATIONS NOR GIVES ANY WARRANTIES, AND HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BY WAY OF EXAMPLE AND NOT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. UNLESS EXPRESSLY PROVIDED ELSEWHERE IN THIS AGREEMENT, HARRIS PROVIDES ALL THIRD PARTY CONTENT AND SERVICE OFFERINGS AS-IS AND WITHOUT WARRANTY OF ANY KIND.**

c. **TO THE EXTENT PERMITTED BY LAW, ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT (INCLUDING WITHOUT LIMITATION AND FOR THE AVOIDANCE OF DOUBT, NEGLIGENCE OR BREACH OF STATUTORY DUTY) THAT THE CUSTOMER MAY OTHERWISE HAVE AGAINST HARRIS IS HEREBY EXCLUDED.**

d. **TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT WILL HARRIS BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, ANTICIPATED SAVINGS, REPUTATION OR DATA, NOR FOR ANY INCIDENTAL, PUNITIVE, MORAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER ARISING IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION AND FOR THE AVOIDANCE OF DOUBT, NEGLIGENCE OR BREACH OF STATUTORY DUTY), WARRANTY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION 11.d WILL APPLY EVEN IF THE REMEDIES PROVIDED FOR IN THIS AGREEMENT COMPLETELY FAIL OF THEIR ESSENTIAL PURPOSE.**

e. **TO THE FULL EXTENT PERMITTED BY LAW, THE LIMIT OF HARRIS' LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE) TO THE CUSTOMER OR TO ANY THIRD PARTY CONCERNING THE HARRIS EQUIPMENT OR SOFTWARE LICENSES SOLD TO THE CUSTOMER UNDER AN ORDER, HARRIS' PERFORMANCE OR NON-PERFORMANCE, OR IN ANY MANNER RELATED TO THIS AGREEMENT, FOR ANY AND ALL CLAIMS WILL NOT IN THE AGGREGATE EXCEED THE ACTUAL SALES PRICE PAID BY THE CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE APPLICABLE CLAIM FOR THE SPECIFIC EQUIPMENT, SOFTWARE LICENSE OR SERVICES PURCHASED UNDER THE ORDER THAT IS THE SUBJECT OF THE CLAIM.**

f. Certain legislation may imply warranties or conditions or impose obligations upon Harris which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. This Agreement must be read subject to these statutory provisions. If these statutory provisions apply, to the extent to which Harris is entitled to do so, Harris limits its liability in respect of any claim under those provisions to: (1) in the case of Goods, at Harris' option: (i) the replacement of the Goods or the supply of equivalent Goods; (ii) the repair of the Goods; (iii) the payment of the cost of replacing the Goods, or of acquiring equivalent Goods; or (iv) the payment of the cost of having the Goods repaired; and (2) in the case of Services, at Harris' option: (i) the supplying of the Services again; or (ii) the payment of the cost of having the Services supplied again.

g. Nothing in this Agreement will exclude or limit Harris' liability for fraud or negligence causing personal physical injury or death.

h. The Customer acknowledges and agrees that the terms of this Agreement have been the subject of discussion and negotiation and are fully understood by the Customer, and that the mutual agreements of the Parties set forth in this Agreement were arrived at in consideration of the provisions of this Section 11.

i. Except as expressly stated, each of the paragraphs and subparagraphs of this Section 11 is to be construed as a separate limitation, applying and surviving even if for any reason one or more of the paragraphs is held to be inapplicable or unreasonable in all or any circumstances.

12. Indemnification

a. Harris will defend the Customer against any third-party claim that any Equipment or Software infringes a patent, copyright, trademark, or trade secret. If any Equipment or Software is, or in Harris' opinion is likely to be, held to constitute an infringing product, Harris will, at its expense and option either, (i) procure the

right for the Customer to continue using such Equipment and/or Software, (ii) modify the Equipment and/or Software to make it non-infringing, or (iii) accept return of the Equipment and/or Software and replace the same with substantially equivalent non-infringing Equipment and Software. If Harris is unable to reasonably accomplish one of the foregoing, Harris may then direct the return of the offending portion of the Equipment and/or Software and provide to the Customer a pro-rata refund of the original purchase price for such portion of the Equipment and/or Software. Harris will have no obligation to indemnify the Customer, however, if the claim of infringement is caused by (i) any Equipment, Software, or portion of them, manufactured to specifications furnished by the Customer or on the Customer's behalf, or in accordance with industry standards, (ii) the Customer's failure to use corrections or enhancements made available by Harris, (iii) the Customer's use of the Equipment and/or Software in combination with any product not owned, developed or approved in writing by Harris, (iv) the use of such Equipment and/or Software in combination with other equipment or software not furnished by Harris, (v) the use of such Equipment and/or Software in a manner not normally intended by Harris, or (vi) any patent, copyright, trademark or trade secret in which the Customer, or any of the Customer's affiliates has a direct or indirect interest. THE FOREGOING REMEDIES CONSTITUTE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND HARRIS' ENTIRE LIABILITY WITH RESPECT TO INFRINGEMENT.

b. The Customer shall defend and hold Harris harmless from and against any civil or criminal proceedings resulting from Customer violations or alleged violations of any law relating to bribery and corruption, and specifically violations or alleged violations of the United States Foreign Corrupt Practices Act of 1977 (FCPA) and the United Kingdom Bribery Act of 2010.

c. Each party shall indemnify and hold harmless the other party, its employees and agents, from and against any claims, demands, loss, damage or expense relating to bodily injury or death of any person or damage to real and/or tangible personal property to the extent proximately caused by the negligence or willful misconduct of it, its personnel or agents in its performance under this Agreement.

d. To receive the foregoing indemnities, the party seeking indemnification must notify the other in writing of a claim or suit promptly and provide it with reasonable cooperation (at the indemnifying party's expense) and full authority to defend or settle the claim or suit. Neither party will have any obligation to indemnify the other for any settlement made without its written consent.

13. Applicable Law, Venue, Jurisdiction and Arbitration

a. Applicable Law. This Agreement, and any disputes related to this Agreement, will be governed by and interpreted in accordance with the laws of the location listed in the "Choice of Law" column of Table 13 below for the Harris legal entity listed on the Quote and/or Order, regardless of any law principles requiring the application of any other law.

b. Applicable Venue. The parties agree that the exclusive venue for any action related to the dispute or interpretation of this Agreement will be as indicated in the "Venue" column of Table 13 below for the Harris legal entity listed on the Quote and/or Order, located as indicated in the "Venue Location" column of Table 13 below, and each party irrevocably submits to the jurisdiction of each such arbitration or court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such arbitration or court. The prevailing party in any action related to the dispute or interpretation of this Agreement will be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings. The United Nations Convention on International Sale of Goods will have no application to this Agreement.

c. Jury Waiver. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION RELATING TO THE DISPUTE OR INTERPRETATION OF THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. THE PARTIES SPECIFICALLY ACKNOWLEDGE THAT THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY AFTER AN ADEQUATE OPPORTUNITY TO NEGOTIATE ITS TERMS.

d. Arbitration. If arbitration is indicated in the "Venue" column of Table 13 for the Harris legal entity listed on the Quote and/or Order, all disputes arising out of or in connection with this Agreement including its existence, validity or termination will be referred to and finally resolved by arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution, which rules are deemed to be incorporated into this Agreement by reference. The appointing authority will be the International Centre for Dispute Resolution, the international division of the AAA. There will be a panel of three [one, if the parties agree the amount in controversy does not exceed U.S. \$250,000] arbitrators who will be appointed by agreement between the parties or failing such agreement in accordance with ICC rules. If the dispute concerns intellectual property issues, the arbitrators will possess expertise in intellectual property law. The chairperson of the arbitration panel shall, among other things: (a) have authority to resolve discovery disputes and issue appropriate subpoenas and orders to facilitate discovery; and (b) conduct the arbitration in the English language. The arbitration panel shall render its decision in the English language and have authority to award injunctive and other emergency relief, which will be enforceable by either the panel or any court with jurisdiction over the enjoined party or its assets. The arbitration panel shall not have authority to award punitive, special or consequential damages. Any monetary award of the panel will be payable in US Dollars free of any tax and reductions and will include interest from the date of breach of this Agreement to the date when the award was paid in full at a rate determined by the arbitral panel.

e. Injunctive Relief. Notwithstanding any provisions in this Agreement, the Customer agrees that Harris, as well as Harris Affiliates or third-party licensors, has the right to seek temporary or permanent injunctive or other similar relief in any court or other authority of competent jurisdiction in respect of any claims of breach of confidentiality, breach of license grants for the Software and/or Licensed Harris Materials, infringement of the intellectual property rights, or for an order of specific performance or other injunctive relief as permitted under applicable law.

Table 13			
Harris Entity	Choice of Law	Venue	Location of Venue
Harris Corporation	Florida, United States	Courts with appropriate jurisdiction located in Orlando, Florida, United States	Orlando, Florida, U.S.A.
Harris International de Argentina S.R.L., Harris International de Mexico S. de R.L. de C.V., Harris International, Inc.: Colombia Branch Office, Harris Soluções em Comunicação do Brasil Ltda.	Florida, United States	Arbitration	Orlando, Florida, U.S.A.
Harris Canada Systems, Inc.	Ontario, Canada	Arbitration	Orlando, Florida, U.S.A.
Harris Systems Limited, Harris Broadcast Communications France S.A.R.L., Harris Corporation: France Branch Office, Harris Communication Systems (Ireland) Limited, Harris Communications Austria GmbH, Harris Communications CIS Limited Liability Company, Harris Systems Limited: Harris Communications Middle East Branch Office, Harris Systems Limited: Italy Branch Office, Harris BG-COM International Communications LLC, SARL Assured Communications	England	Arbitration	Orlando, Florida, U.S.A.
Harris Communications Limited	Hong Kong Special Administrative Region of the People's	Arbitration	Orlando, Florida, U.S.A.

	Republic of China		
Harris (Beijing) Communications Technology Co., Ltd.	People's Republic of China	Arbitration	Orlando, Florida, U.S.A.
Harris Software Systems Pty. Ltd., Harris Communications International India Private Limited, Harris Communications Malaysia Sdn. Bhd., Harris Communications YK, Harris Software Systems Pte. Ltd.	New South Wales, Australia	Arbitration	Orlando, Florida, U.S.A.

14. **General Provisions**

a. Excusable Delay.

(1) Harris will be excused from performance under this Agreement and not be liable to the Customer for delay in performance attributable in whole or in part to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris' suppliers or subcontractors, failure in any third-party telecommunications network, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature, the Customer's fault or negligence or where compliance with any applicable environmental law or regulation by Harris is not reasonably technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.

(2) In the event of an excusable delay, Harris will make reasonable efforts to notify the Customer of the nature and extent of such delay and (i) Harris will be entitled to a schedule an extension on at least a day-to-day basis, and (ii) if the delay is caused by the Customer's fault or negligence, Harris will be entitled to an equitable adjustment in price under this Agreement.

b. Export and Re-Export Restrictions. The Customer acknowledges that the Equipment, Software and Services sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States, Canada, the United Kingdom or other jurisdictions in which Harris carries on business. The Customer shall not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of this Agreement in violation of the export control laws of the United States, Canada, the United Kingdom or other country having jurisdiction. The Customer shall defend, indemnify and hold Harris harmless from and against any loss, damage, or liability arising out of the Customer's failure to comply with this Section 14.b. The Customer shall comply with any legislation or regulations governing the importation of the Equipment, Software or Services into the country of destination and, unless otherwise agreed in writing by the parties, for the payment of any duties or taxes. If any licence or consent of any government or other authority is required for the acquisition, carriage or use of Equipment, Software or Services by the Customer, the Customer shall obtain the same at its own expense and produce evidence of the same to Harris on demand. The failure of any authority or government agency to issue such license or consent will not entitle the Customer to withhold or delay payment of the purchase price.

c. Compliance with Waste Recycling Laws. The Customer acknowledges and agrees that the supply of the Equipment by Harris to the Customer, and the resale or re-supply of the Equipment by the Customer, may give rise to obligations for Harris and the Customer under the Environmental Laws (as defined below). The Customer shall be responsible for the collection, recycling, reuse and disposal of the Equipment in compliance with the Environmental Laws. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to this Agreement and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive (as defined below). "WEEE Directive" means the EU Directive on Waste Electrical Equipment and includes any and all national laws and regulations, whether civil, criminal, administrative, implementing it in any jurisdiction including, but not limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority. Harris may arrange for services, paid for by the Customer, to recycle or dispose of Harris manufactured products in compliance with the Environmental Laws. The Customer shall indemnify and hold Harris and each of the Harris Affiliates harmless against all expenses, costs, claims, liabilities or damage of any nature incurred by any of them relating to the collection, recycling, reuse and disposal of any Equipment or otherwise arising in connection with their respective obligations under the Environmental Laws, or by reason of any failure or alleged failure by the Customer to comply with its obligations under the Environmental Laws. The Customer shall provide Harris with such compliance plans or other documents and information that Harris may reasonably request to enable Harris and the Harris Affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of their respective obligations under this Section 14.c and the Environmental Laws. Harris may cancel any Order immediately upon notice to the Customer if Harris determines that compliance with any applicable environmental law or regulation by Harris is not reasonably technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.

d. Equipment, Software and Services Sold to Lessors. If this transaction is (1) covered by a lease payment arrangement from a third party leasing company or (2) financed by a third party, and if payment to Harris is dependent on the Customer's signing a release such that payment can be made by the lessor or finance company to Harris, then the Customer agrees that the release for payment purposes will be executed at such time as 90% of the Equipment (by price) is shipped, the Equipment is substantially ready for on-air service or the Customer puts the delivered Equipment into service, whichever is earliest.

e. Default. If the Customer defaults in any of the Customer's obligations under this Agreement, including, but not limited to failure to pay all sums when due, the Customer will be liable for all costs to Harris resulting from Harris' attempt to enforce its rights, including, but not limited to collection agency fees, legal fees and court costs.

f. Assignment. The Customer shall not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section 14.f is null and void.

g. Independent Contractor. Each party is an independent contractor in the performance of its obligations under this Agreement. Neither party nor any of its employees will be considered an employee or agent of the other party. Nothing in this Agreement will constitute a partnership or joint venture between the parties.

h. Enforceability. If a court or validly appointed arbitrator finds any term of this Agreement invalid, illegal or otherwise unenforceable, the same will not affect the other terms of this Agreement or the whole of this Agreement, but such term will be deemed modified to the extent necessary to render such term enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent of the parties set forth in this Agreement.

i. No Waiver. Waiver or failure by Harris to enforce any of the terms or conditions under this Agreement or the delay in exercise of any of its remedies or any terms or condition of this Agreement, will not be a future waiver of any such right, or be a waiver of any other term, condition or remedy contained in this Agreement.

j. Notices. All notices must be in writing in the English language and will be effective when received by (1) personal delivery, (2) registered, certified or nationally recognized overnight mail, proof of receipt requested, or (3) fax, if confirmed within three (3) business days by one of the other methods provided in this Section 14.j, at the addresses or fax numbers indicated in the Order or to such other addresses or fax numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to Harris Corporation, 9800 S. Meridian Blvd., Suite 300, Englewood, CO 80112, USA, Attention: Vice President, Associate General Counsel (fax number +303 476 5025).

k. Assumption of Risk and Reliance on Legal and Other Advisors. Each party acknowledges (a) the risks of its undertakings under this Agreement, (b) the uncertainty of the benefits and obligations under this Agreement, and (c) its assumption of such risks and uncertainty. Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into this Agreement, and has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party's opinion will be the basis of that party's decision to enter

into this Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of this Agreement, and this Agreement will not be construed against either party as the drafter or under any other rule of contract interpretation.

l. Publicity. Harris may, without the prior written consent of the Customer, use in advertisements and/or any other media, any information relating to any Order or this Agreement.

m. Compliance with Applicable Laws. The Customer shall comply with any and all applicable laws and regulations in any jurisdiction governing its use and operation of the Equipment and Software, and shall operate them in good faith to comply with all applicable industry best practices, applicable to such party's performance under this Agreement, and shall promptly act to correct any noncompliance once identified.

n. Clauses Incorporated by Reference. The following Federal Acquisition Regulations/Defense Federal Acquisition Supplement ("FAR/DFARS") clauses are incorporated into this Agreement by reference, to the extent these clauses are applicable, with the same force and effect as if they are included in full text: 52.203-13 Contractor Code of Business Conduct, 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act, 52.219-8 Utilization of Small Business Concerns, 52.222-26 Equal Opportunity, 52.222-35 Equal Opportunity for Veterans, 52.222-36 Affirmative Action for Workers With Disabilities, 52.222-39 Notification of Employees Rights Under the National Labor Relations Act, 52.222-50 Combating Trafficking in Persons, 52.247-64 Preference For Privately Owned U.S. Flag Commercial Vessels.

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

p. Third Party Rights. Except as expressly provided in this Agreement, no person or entity who is not a party to this Agreement will have any right to enforce any provision of this Agreement except that any Harris Affiliate will have the right to enforce any provision relating to any of its Confidential Information or any intellectual property or other right or interest in any of the Equipment or Software belonging to that Harris Affiliate as if it were an original party to this Agreement and whether or not Harris is joined as a party to the relevant proceedings. In particular, but without limiting the generality of the preceding sentence, the benefit of Software Warranty will not confer any benefit or right of any kind on any sublicensee of the Customer.

q. Language. This Agreement may be translated into languages other than English. In the event there is any conflict between the provisions of the English version of this Agreement and a non-English translation, the English version will prevail.