

**HARRIS CORPORATION
RF COMMUNICATIONS DIVISION
DOMESTIC STANDARD CONDITIONS OF SALE**

Unless otherwise agreed in writing, the following Standard Conditions of Sale shall apply to any Buyer's Order accepted by Harris Corporation, through its RF Communications Division (hereinafter "Seller"). The Buyer-Seller contract shall be formed when Buyer's Order is accepted by Seller.

1. WARRANTY.

- A. Seller warrants to the original purchaser for use (hereinafter "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. Rechargeable batteries are excluded from this warranty but are warranted under a separate Rechargeable Battery Warranty (ECR-7048).
- B. Seller's obligations set forth in Paragraph C below shall apply only to failures to meet the above warranties occurring within the following periods of time from date of sale to the Buyer and are conditioned on Buyer's giving written notice to Seller within thirty (30) days of such occurrence:
1. for fuses and non-rechargeable batteries, operable on arrival only.
 2. for service parts, ninety (90) days.
 3. for mobile and portable radios ("Subscriber Units"), twenty-four (24) months.
 4. for Unity® model Subscriber Units, thirty-six (36) months.
 5. for radio accessories, one (1) year.
 6. for all other equipment of Seller's manufacture, one (1) year.
- 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 and B.6. To be eligible for no-charge labor, service must be performed at a Seller factory (for OpenSky® Equipment only), 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. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES.**

2. LIMITATIONS OF LIABILITY.

- A. 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 AGREEMENT RESULTING HEREFROM OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY EQUIPMENT OR THE FURNISHING OF ANY SERVICE, SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE EQUIPMENT OR SERVICE WHICH GIVES RISE TO THE CLAIM. 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

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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.

3. 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 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.

4. 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.

5. 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.

6. DELIVERY AND RISK OF LOSS.

Shipping dates are approximate and are based upon prompt receipt of all necessary information. Delivery will be made F.O.B. point of shipment to Buyer. Shipping and handling charges will be paid by or billed to the Buyer. Risk of loss or damages passes to Buyer upon delivery to the carrier.

7. TERMS OF PAYMENT, LATE CHARGES.

Equipment on Buyer's order will be billed as shipments are made, and payment is due 30 days from the date of invoice unless stated otherwise on the accepted order. Installation, if any, will be billed upon completion and is due 30 days from the date of invoice. If manufacture or shipment is delayed by the Buyer, payment, based on the contract price and the percentage of completion, shall become immediately due. Equipment held for the Buyer shall be at its risk and expense. All amounts past due over thirty (30) days shall accrue interest from their due date at the rate of one and one-half percent (1-1/2%) per month (or such lesser rate as may be the maximum permissible rate under applicable law). If after default, this contract is placed with an attorney for collection, Buyer agrees to pay reasonable attorney's fees.

8. SECURITY TITLE.

Security title and right of possession without legal process of the Equipment sold hereunder shall remain with the Seller until all payments hereunder (including deferred payments whether evidenced by note or otherwise) shall have been made in cash, and the Buyer agrees to do all acts necessary to perfect and maintain such right and security title in the Seller. It is the intention of the parties that the Equipment delivered hereunder shall remain personal property until all payments have been made in full.

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. CANCELLATION CHARGES.

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Buyer may cancel an accepted order in the following manner only: Prior to delivery, submit notice to the attention of Customer Service via (a) PSPC_CustomerFocus@harris.com; b) Fax 1-800-833-7592; or (c) Harris Corporation, RF Communications Division, 221 Jefferson Ridge Parkway, Lynchburg, VA 24501. Said notice must be received prior to delivery of any Equipment (including vendor items drop-shipped to the address appearing on the face of Buyer's Order) and must be accompanied by payment of cancellation charges equal to 15% of the cancelled portion of the order; (2) After delivery of any Equipment on Buyer's Order, the order may be canceled only with the Seller's written consent. Request for cancellation should be addressed as instructed above, and said request must be accompanied by payment of restocking charges equal to 25% of the total order price. Any deposit monies held by Seller will be credited against the cancellation or restocking charges.

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 shall be binding on Seller unless assented to in writing 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.

11. 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 Commonwealth of Virginia.

G. These conditions of sale constitute the entire understanding between the Buyer and Seller