

**AGREEMENT FOR MAINTENANCE AND NOC SERVICES BETWEEN THE
BAYRICS JOINT POWERS AUTHORITY (JPA)
AND AVIAT U.S., INC.
FOR THE BAYLOOP DIGITAL MICROWAVE SYSTEM**

This AGREEMENT is made and entered into this 15th day of February 2013, by and between the BAY AREA REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEMS JOINT POWERS AUTHORITY (“AUTHORITY” or “BayRICS”), a joint powers agency , and AVIAT U.S., INC., a Delaware corporation qualified to conduct business in the State of California (“AVIAT” or “Aviat Networks”). AUTHORITY and AVIAT are sometimes individually referred to as a “party” and collectively as the “parties” in this AGREEMENT.

R E C I T A L S

WHEREAS, the AUTHORITY and its members operate or will operate the BayRICS Joint Powers Authority (JPA) Digital Microwave BAYLOOP System(s) (“SYSTEM”);

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

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

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

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

AVIAT shall perform those services specified in detail in EXHIBIT A hereto, entitled AviatCare Services Maintenance Agreement 1-65YAEC, (“SERVICES”), which document is hereby incorporated into this AGREEMENT by this reference. In the event any ambiguity or inconsistency is found to arise by reading the terms set forth in this AGREEMENT in conjunction with the terms of EXHIBIT A, the provisions of this AGREEMENT shall govern.

SECTION 2. TERM OF AGREEMENT.

A. The term of this AGREEMENT shall be from February 15, 2013 through February 14, 2014 (“Initial Term”) subject to the provisions of Section 13 of this AGREEMENT.

B. The AUTHORITY, in its sole and absolute discretion, may extend the term of this AGREEMENT for up to one (1) one additional one-year extension period (“Option”).

C. The AUTHORITY may exercise its Option by sending notice in writing to AVIAT thirty (30) days prior to expiration of this AGREEMENT. In the event that the AUTHORITY exercises its Option, this AGREEMENT shall be extended through February 28, 2015, subject to the provisions of SECTION 13.

If requested by either party 30 days prior to expiration of the Initial Term of this AGREEMENT, AVIAT and the AUTHORITY shall meet and discuss in good faith alternatives for a shorter Option term or other modifications to the scope of services in Exhibit A; however, AVIAT shall have the right to terminate this AGREEMENT, without cause, during the Option term, by giving not less than ninety (90) days written notice of such termination.

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

SECTION 3. SCHEDULE OF PERFORMANCE.

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

SECTION 4. COMPENSATION.

A. The compensation paid to AVIAT during the Initial Term of this AGREEMENT, including payment for services, supplies, materials, transportation and equipment provided by AVIAT, if any, shall not exceed two hundred nineteen thousand, six hundred and sixty DOLLARS (\$219,660). The rate and schedule of payment under this Agreement is set forth in Section 3 of EXHIBIT A hereto.

B. Thereafter, if the AUTHORITY exercises the Option set forth in SECTION 2 of this AGREEMENT, the compensation payable to AVIAT for the Option term shall not exceed two hundred five thousand, six hundred and sixty DOLLARS (\$205,660).

C. The AUTHORITY's funding of this AGREEMENT shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations. Notwithstanding anything to the contrary or any notices purporting to extend this AGREEMENT, extension of the AGREEMENT for the Optional Term shall be contingent upon the sufficiency of appropriated funds by the AUTHORITY.

D. All payments for undisputed amounts shall be made by the AUTHORITY to AVIAT within thirty (30) days of receipt by AUTHORITY of an itemized statement which indicates the services to be rendered by AVIAT and the total amount paid to AVIAT up to the date of the invoice.

E. AVIAT shall not be reimbursed for any expenses unless authorized in writing by the AUTHORITY.

SECTION 5. METHOD OF PAYMENT.

Upon execution of this AGREEMENT, AVIAT shall submit a statement of services and invoice to the AUTHORITY for the Initial Term as per Section 4.A, above. In the event that AUTHORITY exercises the renewal Option in Section 2.C, above, AVIAT shall submit a statement of services and invoice to the AUTHORITY for the amount specified in Section 4.B, above. Such statements of services and invoices shall be sent to the address set forth in Section 20, below.

SECTION 6. INDEPENDENT CONTRACTOR.

The services hereunder shall be performed by AVIAT or under its supervision. AVIAT will determine the means, methods and details of performing the services subject to the requirements of this AGREEMENT. The AUTHORITY retains AVIAT on an independent contractor and not as an employee. Accordingly, AVIAT, in the performance of the work and services agreed to be performed pursuant to this AGREEMENT, shall act as and be an independent contractor and not an agent or employee of the AUTHORITY; and as an independent contractor, AVIAT shall obtain no rights to retirement benefits or other benefits which accrue to the AUTHORITY's employees, and AVIAT hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNMENT.

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

SECTION 8. SUBCONTRACTORS.

A. Notwithstanding Section 7 above, AVIAT may use subcontractors in performing the work under this AGREEMENT upon obtaining the express written approval by the AUTHORITY's General Manager, or his or her designee. Delay by the AUTHORITY for approval of such subcontractors may affect the schedule of performance set out in Section 4 of EXHIBIT A hereto. Aviat Networks will not be liable for any performance delay, if the cause of such delay is due to the AUTHORITY'S subcontractor approval delay.

B. AVIAT shall be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors. The AUTHORITY assumes no responsibility whatsoever concerning such compensation. AVIAT shall defend, indemnify and hold harmless the AUTHORITY, its subcontractors, officers, employees and agents in accordance with the provisions of Section 9 for any claim arising out of or resulting in any way from AVIAT's failure to pay compensation due to subcontractors.

C. AVIAT shall change or add subcontractors only with the prior written approval of the General Manager.

SECTION 9. INDEMNIFICATION.

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

SECTION 10. INSURANCE REQUIREMENTS.

A. AVIAT agrees to have and maintain the policies set forth in EXHIBIT B, entitled "INSURANCE," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the General Manager or his or her authorized designee, if any, ("Risk Manager") as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. AVIAT agrees to provide the AUTHORITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

B. All policies shall name the Authority, its officers, employees, and agents as Additional Insured under the policy.

C. All policies shall contain or be endorsed to contain a provision for 30 days advance written notice by the insurer(s) to the AUTHORITY of any cancellation.

D. All policies shall contain or be endorsed to contain a provision stating that AVIAT's policies are primary insurance and that the insurance of the AUTHORITY, and its officers, employees and agents shall not be called upon to contribute to any loss.

E. All policies shall contain or be endorsed to contain a waiver of subrogation in favor of the AUTHORITY, and its officers, employees and agents.

SECTION 11. NONDISCRIMINATION.

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

SECTION 12. CONFLICT OF INTEREST.

A. AVIAT maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for the AVIAT, to solicit or secure this AGREEMENT. Further, AVIAT warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for AVIAT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this AGREEMENT.

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

SECTION 13. TERMINATION.

A. The AUTHORITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than ninety (90) days written notice of termination.

B. If AVIAT fails to perform any material obligation under this AGREEMENT, in addition to all other remedies provided by law, the AUTHORITY may terminate this AGREEMENT by providing AVIAT written notice of the default and allowing AVIAT a period of 15 days following its receipt of such notice to cure. AVIAT must cure to the satisfaction of the AUTHORITY any such breach and refund charges for the period between the notice of default and the completion of the cure. In the event of a breach that, in the sole and absolute discretion of the AUTHORITY, materially affects the safety of the public, or the security or integrity of the network, the AUTHORITY is under no obligation to allow such cure period and the AUTHORITY shall be authorized to terminate the AGREEMENT immediately.

C. The General Manager is authorized to terminate this AGREEMENT on behalf of the AUTHORITY.

D. In accordance with Article XVI, Section 18 of the California Constitution, if in any fiscal year subsequent to the execution of this AGREEMENT, the AUTHORITY fails to appropriate money for the purpose of funding this AGREEMENT, this AGREEMENT shall terminate, without penalty, effective upon the close of business on the last day of the fiscal year for which funding has been appropriated.

E. In the event of termination, AVIAT shall deliver to the AUTHORITY copies of all reports, documents, and other work performed by AVIAT under this AGREEMENT, and upon receipt thereof, the AUTHORITY shall pay AVIAT for services performed and other direct costs allowed and incurred up to the date of termination.

SECTION 14. GOVERNING LAW.

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

SECTION 15. COMPLIANCE WITH LAWS.

A. AVIAT shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of this AGREEMENT, including all Cal/OSHA requirements, and shall give all notices and obtain all permits required by law.

B. By its signature hereunder, AVIAT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of this AGREEMENT.

SECTION 16. CONFIDENTIAL INFORMATION.

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

SECTION 17. OWNERSHIP OF MATERIALS.

A. All reports, documents, electronic equivalents or other materials developed or discovered by AVIAT or any other person engaged directly or indirectly by AVIAT to perform the services required hereunder shall be and remain the property of the AUTHORITY without restriction or limitation upon their use.

B. AVIAT shall not be responsible for damages or liabilities arising out of subsequent changes to or uses of any reports, documents, plans, specifications or other materials developed by AVIAT when such subsequent change or subsequent use is not authorized or approved by AVIAT, except to the extent AVIAT's services caused the damages or liabilities arising from said unauthorized change or use.

C. AVIAT shall have the right to use copies, excerpts or images of reports, documents or other materials developed or discovered by AVIAT during the performance of this AGREEMENT in AVIAT's marketing materials subject to the prior written approval by the AUTHORITY.

SECTION 18. WAIVER.

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

work or services by AVIAT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 19. AVIAT'S BOOKS AND RECORDS.

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

SECTION 20. NOTICES.

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

To the AUTHORITY:	BAYRICS JOINT POWERS AUTHORITY (JPA) Attn: General Manager Alameda County Sheriff's Office OES 4985 Broder Blvd. Dublin, California 94568 Phone (925) 803-7882
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To AVIAT:

AviatU.S., Inc.,
Attn: Legal Department
5200 Great America Parkway,
Santa Clara, CA 95054
408 567 7000Phone
408 567 7001Fax

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

SECTION 21. VENUE.

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

SECTION 22. PRIOR AGREEMENTS AND AMENDMENTS.

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

SECTION 23. SEVERABILITY.

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

SECTION 24. REPRESENTATION OF AUTHORITY TO CONTRACT

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

AGREEMENT constitutes the valid, binding and enforceable obligation of AVIAT. Upon the AUTHORITY's request, AVIAT shall provide the AUTHORITY with evidence reasonably satisfactory to the AUTHORITY confirming the foregoing representations and warranties.

SECTION 25. RIGHT TO EMPLOY OTHER CONSULTANTS

The AUTHORITY reserves right to employ other consultants in connection with the services to be performed by AVIAT under this AGREEMENT.

SECTION 26. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on the successors and assigns of the parties.

SECTION 27. THIRD PARTY BENEFICIARIES

A. Unless otherwise provided for herein, there are no intended third party beneficiaries of any right or obligation assumed by the parties.

B. The parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this AGREEMENT.

SECTION 29. ATTORNEYS' FEES

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this AGREEMENT, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

SECTION 30. COUNTERPARTS

This AGREEMENT may be signed in counterparts, each of which shall constitute an original.

SECTION 31. ENTIRE AGREEMENT

This AGREEMENT contains the entire AGREEMENT of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or AGREEMENTS. This AGREEMENT may be modified by a writing signed by both Parties.

WITNESS THE EXECUTION OF THIS AGREEMENT HEREOF on the day and year first written above.

“AUTHORITY”

BAYRICS JOINT POWERS AUTHORITY
(JPA)

APPROVED AS TO FORM:

By: _____
BAYRICS JPA General Counsel

By: _____
General Manager

“AVIAT”

AVIAT U.S., INC.

By _____

Print Name _____

Title _____

DRAFT

EXHIBIT A
SCOPE OF SERVICES

Note: For purposes of this Exhibit A, the term “BAYRICS JPA” means the BayRICS JPA and each of the seven individual participating Member Agencies collectively. Each participating Member Agency shall have the benefits, responsibilities and obligations with respect to the covered equipment located within their respective jurisdictions that are expressly provided to the BayRICS JPA under this Maintenance and Monitoring Agreement. Each Member Agency will designate a point of contact and Aviat Networks will work directly with that Member Agency contact for all notices, communications and scheduling of work related to covered equipment located within that Member Agency’s jurisdiction.

AviatCare Services

Maintenance Agreement
(Quote # 1-65YAEC):

FOR:

- **BayLoop: BayRICS JPA**
- ✓ Maintenance Services
 - Technical Support
 - Repair Services
 - Onsite Corrective Maintenance
 - Preventive Maintenance
- ✓ Remote Monitoring
 - Advanced NOC Services

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1. MAINTENANCE COVERAGE

1.1. Service Level Support Summary

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

ITEM	SUPPORT ELEMENT	DESCRIPTION	SLA TARGET
4	Access to Aviat Networks Customer Online Technical Support Site	Provides for self-serve on-line access and support for a variety of services such as RMA requests and Technical Support.	24 x 7 Unlimited number of SRs
4.1	Repair Services	Covers repair or replacement of covered FRU's beyond the manufacturer standard equipment warranty period. Please note unless otherwise agreed within this Agreement the following Turnaround times represent our commitments: North America and Caribbean: - Currently manufactured products – 20 Calendar days - OEM: Repair for OEM is limited to turnaround time offered by that manufacturer	Unlimited quantities
4.2	Advance Replacement (Aviat Networks)	Provides advance replacement of an FRU prior to receiving the defective FRU at one of our Customer Support Centers for repair. Aviat Networks is not responsible for any delays in delivery related to freight or courier delays, export or customer regulations or processes. - Standard Advanced replacement – 5 business days	Based on availability and regional shipping restrictions
4.3	Repair Logistics Program	Aviat Networks shall provide free freight to BAYRICS JPA for all Units returned via the Aviat Networks Repair Logistics Program (RLP). Upon RMA request, Aviat Networks will dispatch the appropriate courier to the BAYRICS JPA 's facility to pick-up the defective Units. When the repaired or replacement unit is ready Aviat Networks will dispatch appropriate courier to BAYRICS JPA 's facility to deliver the replaced/repaired unit.	See Section 4.3
4.4	Remote Technical Support 24/7	Service requests (SR's), remote technical support, and troubleshooting support, material dispatch service and general customer help desk.	24 x 7 Unlimited number of SRs
4.5	First Level Corrective Maintenance	Emergency and routine on-site service restoration and equipment fault correction and replacement.	Up-to 4hours on-site emergency response See Section 4.5
4.6	Preventive Maintenance	Annual maintenance plan covering all Aviat Networks provided equipment plus associated DC system and Antenna systems. Includes provision of necessary test equipment and tools.	Annually per site & preventive maintenance report
4.7	Software Maintenance	Routine maintenance and upgrade of the microwave radios firmware and software.	Remote or on-site as required
4.8	Remote Monitoring	24X7x365 remote monitoring, diagnostics, troubleshooting, notification, dispatch & reporting services through the Aviat Networks remote TAC.	24 x 7 Monitoring

2. SUPPORTED PRODUCTS

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

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

BAYRICS JPA S/O #: A71617, A91680 & 2309908 18 Sites (Supported Equipment List)	
Qty	Equipment Description
136	TRuepoint 5200
18	DSX-1 Jackfield
18	Fujitsu Flashwave 4100
42	Antenna Systems
8	Dehydrators
7	Chargers
2	Larus Clock

Sites supported under this agreement include:

- **Alameda County**
 - Alameda EOC
 - Sunol Ridge
 - NOTE: Dehydrators and Chargers are excluded from Technical Support, Repair and Remote Monitoring (NOC services)
- **Contra Costa County**
 - Highland Peak
 - Kregor Peak
 - NOTE: Dehydrators and Chargers are excluded from Technical Support, Repair and Remote Monitoring (NOC services)
- **County of Marin**
 - Marin Co PSAP
 - Mt Tamalpais
 - Sonoma Mtn
 - Big Rock Ridge
 - NOTE: Antennas, Dehydrators and Chargers are excluded from Technical Support, Repair and Remote Monitoring (NOC services).
 - First Level Onsite Corrective Maintenance is also excluded from County of Marin
- **City and County of San Francisco**
 - Twin Peaks
 - SF County PSAP
 - SF Airport PSAP

- **San Mateo County**
 - San Bruno (Nike)
 - North Peak
 - SM County PSAP
 - Redwood Cross
 - NOTE: Of the (4) Dehydrators and (4) Chargers in San Mateo County, only (2) Dehydrators are included in Maintenance and Monitoring (North Peak and Redwood Cross). the other 6 are already being maintained & monitored by San Mateo
- **County of Santa Clara**
 - Santa Clara Co PSAP
- **Solano County**
 - Mt. Vaca
 - Vallejo

The following sites are not included or supported as part of this agreement

- NACY
- NP Service PSAP
- Bald Ridge

3. SUPPORT COSTS

Services	Services Part Number	Product Qty	Annual Unit Price (Per TR/ODU)	Extended Pricing March 1, 2013 through February 28, 2014
AviatCare Services (Quote # 1-65YAEC)				
Sales Order #'s: A71617, A91680 & 2309908				
<ul style="list-style-type: none"> ▪ Technical Support: Available 24 X 7 (Unlimited) ✓ Aviat Xpress (Web Support): Available 24 X 7 (Unlimited) ✓ Repair Services: <ul style="list-style-type: none"> ➢ 20 Calendar Day turnaround time on Aviat Networks manufactured equipment ➢ Advance Replacement - Based on availability of inventory ✓ Repair Logistics Program 	SNA-BNWXA1001233	• (136) TRuepoint 5200	\$407	\$55,352
OEM: All OEM is an Extension of Warranty services offered by that Vendor <ul style="list-style-type: none"> ▪ Technical Support: Available 24 X 7 (Unlimited) ✓ Aviat Xpress (Web Support): Available 24 X 7 (Unlimited) ✓ Repair Services: <ul style="list-style-type: none"> ➢ 30 Calendar Day is target turnaround time on OEM. 	SWW-OMEW000012FJ	• (18) Fujitsu Flashwave 4100	\$29,036	
	SWW-OMEW000012MC	• (18) DSX-1 Jackfield	\$1,040	
	SWW-OMEW000012LR	• (2) Larus Clock	\$1,099	
	SWW-OMEW000012AN	• (42) Antenna and Waveguides	\$8,673	
	SWW-OMEW000012MC	• (8) Dehydrators	\$2,077	
	SWW-OMEW000012MC	• (7) Chargers	\$1,758	
<ul style="list-style-type: none"> ✓ First Level Corrective Maintenance Available 24 X 7 <ul style="list-style-type: none"> ➢ 4 hour SLA for critical alarm 	SNA-CM4HL1001299	• (14) Sites	\$1,385	\$19,390
<ul style="list-style-type: none"> ✓ Preventive Maintenance, Annual Visit 	SNA-PM1YL1001299	• (18) Sites	\$1,015	\$18,270

<ul style="list-style-type: none"> ✓ Remote Monitoring <ul style="list-style-type: none"> ✓ Around-the-clock monitoring (24 X 7 X 365) via the Aviat Networks secure Network Operation Center (NOC) 	SVCS-MG-NOC-RS-24	<ul style="list-style-type: none"> • (136) TRuepoint • (18) Fujitsu Flashwave 4100 • (8) Dehydrators • (7) Chargers <p>Note: (2) Larus Clock (NOT being monitored)</p>	\$444	\$75,036
<ul style="list-style-type: none"> ✓ One-Time Set-up Fee 	SNA-RMXXS2XXXX99	<ul style="list-style-type: none"> • One-Time 	\$14,000 One-Time	\$14,000
<p>Integration work:</p> <ul style="list-style-type: none"> ▪ Conduct Preliminary System assessment ▪ Design and build necessary agents to collect alarms, logs and performance ▪ Validate connectivity between the Aviat Network NOC and all network elements at each network site location outlined in the network topology provided ▪ Update NOC with customer's network element naming and numbering conventions provided. ▪ Validate the capability of the NOC to remotely login to each network element. ▪ Provide and execute test plans to verify the network element connectivity and responsiveness. ▪ Test the view of network element's responsiveness (alarms, logs, scheduled events, non-resident programs, resident programs, etc.) ▪ Test the appropriate environmental, security, and power alarm responsiveness. ▪ Confirm satisfactory emergency remote access capability. <p>Integration Processes:</p> <ul style="list-style-type: none"> ▪ Establish the Change Control Procedure ▪ Define managed operations workflows and procedures, such as trouble shooting procedure ▪ Establish Notification Procedure (BayRICS JPA and Aviat Networks) ▪ Establish Escalation Procedures (BayRICS JPA and Aviat Networks) <p>Project Management:</p> <ul style="list-style-type: none"> ▪ Planning, Coordinating, Documenting and Monitoring progress of the project <p>Hardware: (Labor & H/W)</p> <ul style="list-style-type: none"> ▪ All necessary hardware and labor to configure routers in order to establish connectivity between BayRICS JPA network and Aviat Networks primary and backup NOCs 				
<ul style="list-style-type: none"> ✓ Advanced NOC Services <ul style="list-style-type: none"> ➢ Performance Management ➢ Capacity Management ➢ Change Management 	SVCS-MG-NOC-NPM	<ul style="list-style-type: none"> • One-Time 	No Charge	\$0
	SVCS-MG-NOC-NCM	<ul style="list-style-type: none"> • Annual 	\$12,254	\$12,254
Sub-Total AviatCare Maintenance and NOC Services			\$237,985	
Executive Discount			(\$18,325)	
Total 2013 AviatCare Maintenance and NOC Services (March 1, 2013 – February 28, 2014)			\$219,660	

Pricing Notes:

1. Prices quoted and payable in US Dollars
2. Pricing will be valid for 60days
3. Any Purchase Order resulting from this proposal shall be subject to Aviat Networks Terms and Conditions of Sale
4. Prices reflect scope of work as specified within this proposal

5. Only the equipment listed in the above table shall be eligible to receive support this includes any spare units purchased under the above Aviat Networks Sales Order Numbers. All consumable items such as cables or batteries are excluded
6. Maintenance Agreement does not include any facility maintenance. It will be BAYRICS JPA's and it member's responsibility to maintain all towers, shelters, air conditioners, generators and propane tanks
7. Products in warranty and products out of warranty will receive the same contracted support level. Warranty services address product defects only. When a product under warranty is contracted for a Support Service, the service level will in essence be uplifted and the Support Services plan pricing will be based on the enhanced coverage of the Support Service plan.

Purchase Order & Billing Information:

8. To place an order with Aviat Networks, BAYRICS JPA 's authorized agent may send a signed PO **by fax to 408-567-2226** On the PO, please reference the Proposal Number and offer date from the cover of this document.
9. Billable amounts for maintenance levels agreements or extended warranty services will be invoiced upon validation of the PO. Order will be billed quarterly in advance.

DRAFT

4. SERVICE LEVEL SUPPORT DESCRIPTION

Access to Aviat Networks Customer Online Technical Support Site

Participating BAYRICS JPA member agencies will have access to the Aviat Networks Customer Online Technical Support web site 24/7 for a variety of tools and support services. Those tools/services include:

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

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

4.1 Repair Services

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

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

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

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

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

EQUIPMENT TYPE	TURNAROUND TIME
TRuepoint	<ul style="list-style-type: none">• Advanced: 5 Business Days• Return & Repair: 20 Calendar Days (after receipt of RMA from Aviat Networks resource or BAYRICS JPA)
OEM	<ul style="list-style-type: none">• Return & Repair: All identified OEM is an Extension of Warranty services offered by that

- c) **Turnaround Time Calculation.** Turnaround time is measured from the time that a Returned Unit is received at the Aviat Networks Repair Center, which will be advised at time of issuing a RMA, until the time that it is shipped from the Aviat Networks Repair Center. Thus, the measurement of turnaround time does NOT begin when the Returned Unit is shipped from BAYRICS JPA's premises and does NOT include the shipping time accrued after the Returned Unit is shipped from the Aviat Networks Repair Center to BAYRICS JPA's premises. Additionally, Turnaround time will not be guaranteed in the following situations:
- If more than five (5) Units of the same type or more than ten (10) Units of any type are received at the same time.
 - Missing information such as failure details, return shipping address, shipping instructions and/or any other information that may affect the start of the repair process of the shipment of the Returned Unit as the repair completed.
 - Any Returned Unit received due to any of the reasons listed in the [Exclusions from Repair & Return](#) Clause of this Section.
 - Returned Units placed in Isolation.
 - Event of Excusable Delay as described under the [Excusable Delay](#) Clause of the Additional Terms & Conditions Section of this Agreement.
- d) **OEM.** For OEM, repair turnaround times are set by the OEM supplier. Aviat Networks close working relationship with OEM suppliers assures the best possible turnaround time. These times will be communicated to BAYRICS JPA at time of RMA issuance.
- e) **Packaging and Shipping Procedures.** Both Aviat Networks and BAYRICS JPA are obligated to ensure that all deliveries are packaged in such manner as to achieve suitable mechanical and environmental protection during storage, handling and transport to the delivery address. Electrostatic Discharge (ESD) precautions should be followed during handling and packaging of all Units delivered. For each consignment of Units shipped to Aviat Networks, BAYRICS JPA must provide a detailed Packing List and Commercial (Proforma) Invoice to support the delivery. Each Commercial Invoice must clearly state the full description, the value of each Unit and the RMA Number. Once a Unit has been repaired and shipped to BAYRICS JPA at the address provided upon RMA request, Aviat Networks will send a pre-alert notification to BAYRICS JPA comprising a faxed copy of the Commercial Invoice and Airway Bill Number pertaining to the shipment.
- f) **Exclusions from Repair & Return.** The services to be rendered by Aviat Networks under this Agreement shall not comprise any damage, defects, malfunctions or failures caused by one or more of the following:
- Damage caused by mishandling, customer or third-party negligence, abuse or operation outside the Aviat Networks environment specifications, or due to a cause not solely attributed to Aviat Networks.
 - Modifications, alterations, or repairs made other than by Aviat Networks.
 - Damages by persons other than Aviat Networks or its authorized service providers.
 - Any modification, removal or obliteration of a serial number or other identifying mark or any attempts thereof other than by Aviat Networks' authorized personnel.
 - Damage that occurs during shipment from BAYRICS JPA premises to Aviat Networks' premises outside the RLP (if applicable).

- Installed, stored, used, handled or maintained contrary to Aviat Networks' written instructions.
- Used in conjunction or combination with third-party material or equipment without the consent of Aviat Networks.
- Units returned for repair where there has been misuse, neglect, power failures, surges, accident or acts of nature such as fire, lightning strikes or flood.
- Note: If the Returned Unit is no longer manufactured and/or is OEM, Aviat Networks will work with OEM to provide equivalent replacement.

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

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

4.2 Advance Replacement

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

- a) **Repair Center Support.** Aviat onsite corrective maintenance resource or BAYRICS JPA (depending on who opens the RMA) shall place Advance Replacement requests at the following link: http://support.aviatnetworks.com/requestrma/select_prod_line.asp. This link is available for use 24 hours a day, 7 days a week. Aviat Networks will typically fax or email a confirmation with an RMA Number within one (1) business day. Requests can also be made via telephone during such Aviat Networks Repair Center's Business Hours.
- b) **Packaging and Shipping Procedures.** Both Aviat Networks and BAYRICS JPA are obligated to ensure that all deliveries are packaged in such manner as to achieve suitable mechanical and environmental protection during storage, handling and transport to the delivery address. Electrostatic Discharge (ESD) precautions should be followed during handling and packaging of all Units delivered. For each consignment of Units shipped to Aviat Networks, BAYRICS JPA must provide a detailed Packing List and Commercial (Proforma) Invoice to support the delivery. Each Commercial Invoice must clearly state the full description, the value of each Unit and the RMA Number. Once a Unit has been repaired and shipped to BAYRICS JPA at the address provided upon RMA request, Aviat Networks will send a pre-alert notification to BAYRICS JPA comprising a faxed copy of the Commercial Invoice and Airway Bill Number pertaining to the shipment.
- c) **Returned Unit.** BAYRICS JPA agrees that the Returned Unit must be repairable and does not fall into any of the categories listed in the [Exclusion from Advance Replacement](#) clause.
- d) **Exclusion from Advance Replacement.** The services to be rendered by Aviat Networks under this Agreement shall not comprise any damage, defects, malfunctions or failures caused by one or more of the following:

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

4.3 Repair Logistics Program (RLP)

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

4.4 Remote Technical Support 24 X 7

BAYRICS JPA 24 X 7 Remote Support

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

- a) **Telephone Number.** Aviat onsite corrective maintenance resource or BAYRICS JPA may contact Aviat Networks' Technical Assistance Center (TAC) regarding such Service Requests via telephone at

any time during the day or night. For night support services (after business hours in the local time zone), Aviat Networks will handle all such requests that are Critical or Major that the BAYRICS JPA reasonably categorizes as being High Priority. In addition with this service BAYRICS JPA can pre-schedule after hours support when doing a new software installation or a network upgrade related to covered equipment.

- b) **Rapid Response Time.** Aviat Networks will route Critical Service Requests to the appropriate TAC subject matter expert within fifteen (15) minutes of call receipt.
- c) **Service Request Number.** Aviat Networks will assign, to each Service Request, a number that will be logged, tracked and stored in our Case Management database.
- d) **Service Request Management.** Aviat Networks will dedicate continuous attention to Critical and Major Service Requests until service is restored or request is closed. Aviat Networks will work to resolve the Service Request until BAYRICS JPA accepts the proposed solution, at which point the TAC will close the Service Request.
- e) **Documented Escalation Procedures.** Aviat Networks will implement internal escalation and notification procedures in order to facilitate the timely resolution of Service requests by a TAC Engineer with an adequate level of expertise. The technical support process includes rigid managerial escalations that are intended to facilitate the appropriate handling of recovery efforts and BAYRICS JPA being regularly updated on the status of the Service Request.
- f) **Service Request Submission.** Under this Agreement, there is no limit to the number of Service Requests that BAYRICS JPA may submit for resolution. BAYRICS JPA may also define and authorize specific users within its organization to have access to this Service Request Submission Service. To ensure appropriate management of this support Aviat Networks has implemented a Support Assurance Program where an Express PIN will be assigned to BAYRICS JPA which clearly identifies the level of service BAYRICS JPA is entitled to receive. All Service Request Submissions will require Express PIN information prior to being submitted.

Service Request Severity Classifications

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

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

4.5 Corrective Maintenance

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

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

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

CRITICAL FAULTS	4 Hours
MAJOR FAULTS	8 Hours

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

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

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

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

Limitations: In order to meet the on-site SLA response requirements, BAYRICS JPA is responsible for providing access to difficult to reach sites (i.e. site not accessible by public road using 4 wheel-drive vehicles or those requiring specialized transport vehicles) or to sites that require customer presence. BAYRICS JPA is responsible for making available spare parts.

4.6 Preventive Maintenance

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

Aviat will coordinate with the individual agencies. An engineer will be deployed per the agreed upon scheduled commitment. A system health check on Aviat Networks' equipment will be completed which includes performance testing and an analysis of historical data. A visual site audit is included under this service offering, which includes the following:

- Spot check Internal and external grounding
- Visual inspection of indoor and outdoor equipment
- Visual inspection of all cables, connectors, weather proofing
- Visual inspection of antenna installations
- Verify DC power levels
 - All battery racks fastened securely to the floor
 - All battery conductors routed through conduit or along the raceway

- All battery types and ratings the same
- All battery racks grounded to the Master Ground Bar
- All protective coating been applied to the battery terminals
- All battery chargers are grounded to the same ground point as the equipment and DC power
- Are all battery racks fastened securely to the floor?
- Are all battery conductors routed through conduit or along the cable runway?
- Are all battery types and ratings the same?
- After a visual inspection, do any of the battery cells appear crystallized?
- Is the specific gravity of each battery within the manufacturer's recommendation?
- Is there a non-sparking circuit breaker installed in order to allow for battery servicing?
- Are all battery terminals tight?
- Has a protective coating been applied to all battery terminals?
- Is the battery rack connected to the Master Ground Bar?
- Are the battery charger and rectifier grounded to the Master Ground Bar?
- Is there a protective shield installed over the batteries in order to protect personnel?
- Perform a static load test on the batteries. Does each battery meet load requirements?

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

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

4.7 Software Maintenance support

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

4.8 Remote Monitoring Services

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

- **Surveillance and Network Monitoring**
 - Continuously monitor network elements.
 - Detect Faults
- **Event Management**
 - Triage**
 - Correlate Alarms
 - Assess Severity and Service Impact
 - Troubleshooting**
 - Diagnose and isolate the fault
 - Coordinate restoration and repair
 - Actively manage the event from "cradle to grave."
- **Notification**
 - Report events to BAYRICS JPA affected member agencies in real-time
- **Trouble Ticketing**

- Document the fault
- Manage ticket until fault is resolved
- Generate trouble ticket reports
- **Call out and Dispatch**
 - Dispatch field operations and vendors for physical analysis and repair, or alternate contact process per agency who perform their own corrective maintenance
- **Failure Analysis**
 - Generate a post mortem report to document issue
 - Drive continuous improvement of process and tools
- **Reporting**
 - Daily, weekly and monthly reports

4.9 Advanced Monitoring Services

- **Performance and Capacity Management** – ongoing performance management and capacity planning of the managed network
- **Change Management /Sustaining Engineering** – coordinating add/move/change processes of contracted network elements

4.9.1 Performance & Capacity Management

Performance Management and Capacity Management provide the ability to effectively meet and exceed performance expectations and service-level guarantees. This solution supports rapid, cost-effective delivery of networked applications and services. A variety of network and service performance, capacity monitoring and troubleshooting capabilities are provided to support the BAYRICS JPA engineers and operations teams to proactively ensure the delivery of applications and services.

Deliverables:

- Capacity monitoring, review, and analysis of information for network planning and possible service issues
- Identify possible trends and assist in the elimination of conditions that could affect NE performance
- Issue recommendations that could prevent potential maintenance and performance issues, based upon analysis of the captured historical metrics

The Performance and Capacity Management NOC Managed Service provides performance management that ensures a reliable network and successful delivery of competitive, high quality next generation services.

4.9.2 Change Management and Sustaining Engineering

The Change Management component delivers comprehensive policy, process management, and planning capabilities that help you increase the speed and consistency in which you implement changes, while also minimizing business risk and disruption. It allows you to define and enforce standardized change processes that walk your organization through the entire lifecycle of a change request — from submission through planning, implementation, and finally, verification. It ensures that the appropriate steps are taken, the right business owners are consulted, and fail-safe procedures are put in place.

Change Management helps you:

- Manage the entire closed-loop change and configuration process to better manage the risks associated with implementing changes
- Enforce accepted change management processes
- Increase availability of business-critical systems
- Speed the implementation of changes
- Improve the prioritization of change requests to ensure support for critical business services
- Reduce support call volumes by minimizing change-related disruptions

4.9.2.1 Change Management Process

1. BayRICS JPA develops a Method of Procedure (MOP) for a network change. The MOP will include:
 - a. Detailed steps required to complete the procedure.
 - b. Contact information for the people that are performing the maintenance activity.
 - c. A proposed date for the requested change.
 - d. A list of expected alarms to be observed by the NOC.
 - e. Back-out plan to roll-back changes.

2. BayRICS JPA enters the Change Request MOP in the change management system
3. The Change Request goes through a review and approval process in the change management system. The Aviat Networks NOC will configure an approval flow in the change management system according to BayRICS JPA's business need.
4. The Change Request is scheduled.
5. The Change is implemented.
 - a. BayRICS JPA will contact the NOC when they are ready to begin maintenance.
 - b. The Aviat Networks NOC will verify that there are no new alarms or on-going service outages in the BayRICS JPA network. If there is an on-going outage and the change is not addressing a critical service issue, the maintenance window should be rescheduled to allow the NOC technicians to focus on resolving the outage.
 - c. The Aviat Networks NOC will put the network elements into a "Maintenance Outage" state to mask alarms during the maintenance activity.
 - d. BayRICS JPA will execute the MOP while the Aviat Networks MOP monitors the rest of the network.
 - i. If the NOC detects an outage condition on a Network Element, they will notify the BayRICS JPA change agent by phone to begin executing the back-out plan. The NOC will then work with BayRICS JPA to restore the service outage.
 - e. When the maintenance is complete, BayRICS JPA will call the NOC to put the Network Elements back into service, verify connectivity, and check for new alarms on the devices.
6. The NOC closes the Change Request ticket in the change management system.

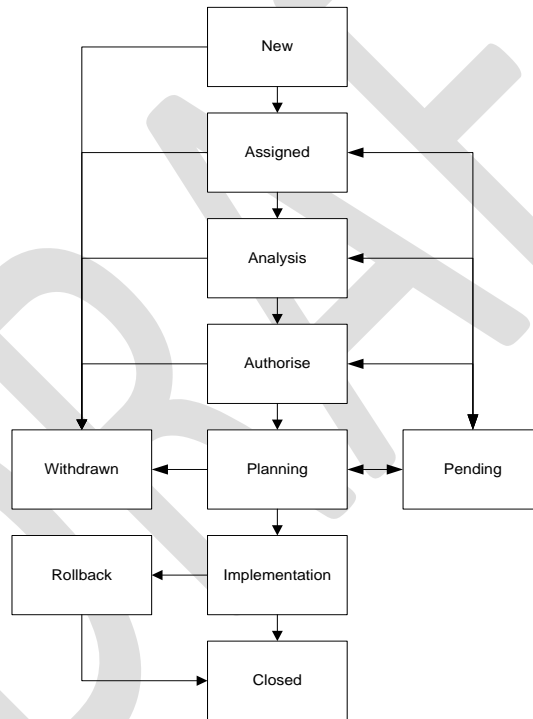


Figure 1: Change Ticket Life-Cycle

4.9.2.2 Sustaining Engineering

As BayRICS JPA operations continue to grow and expand, it is critical for the Aviat Networks NOC to keep pace with the growing networks and services. Recognizing this critical need, Aviat Networks offers Sustaining Engineering services as part of the Managed Services Solution.

Sustaining Engineering is the process by which Aviat Networks will work with BayRICS JPA engineering departments to understand changes to NOC-monitored Network Elements and then update the configuration of NOC Network Management Systems to support the network changes. Aviat Networks Management will work closely with BayRICS JPA to implement changes.

As BayRICS JPA' network continues to develop and grow, the Administrator provides the necessary administration and professional co-ordination to ensure all changes are communicated and the NOC is synchronized with the latest physical infrastructure of BayRICS JPA' network.

The main objectives of Sustaining Engineering Services are:

- Keep the Aviat Networks NOC synchronized with changes in the network
- Customize the NOC to meet requests of BayRICS JPA operations staff and domain experts
- Update the Aviat Networks NOC processes and procedures to accommodate requests of BayRICS JPA operations staff

Sustaining Engineering will cover two main areas: Aviat Networks NOC updates and customizations. Aviat Networks NOC updates services will keep the network and services data, interfaces views, and reports synchronized with network changes. Aviat Networks NOC customizations services will be provided as a response to BayRICS JPA' operations staff for additional reports and services. Below is the list of Sustaining Engineering Services in each area:

4.9.2.3 NOC Updates

1. Add interfaces for new Network Element and/or Element Management System.
2. Remove an interface to a decommissioned network element or Element Management System.
3. Modify an existing interface. This service can include any of the following:
 - a. Add a network element.
 - b. Remove a decommissioned network element that is managed by an existing Element Management System.
 - c. Change the configuration of an interface based on changes to the network topology and relationships between the managed network elements.
 - d. Update an interface after a network element or EMS version upgrade. This can result in adding new alarms, performance counters and inventory data.
 - e. Update an existing fault management interface to customize the alarm message or severity.
 - f. Update an existing performance management interface to provide additional counters, KPIs, or perform calculations.
 - g. Update an existing Inventory Interface to modify the output format or capture additional inventory data.

4.9.2.4 Approach

Synchronization between network changes and updating the Aviat Networks NOC which is managing the network is a critical activity; one that Aviat Networks considers a priority. The Aviat Networks Project Manager, Systems Engineers and Administrators will work closely with BayRICS JPA' liaison to proactively identify the interfaces that will be updated or added based on operational needs and expected network growth activities. A disciplined process must be implemented, and formal meetings are used to monitor on a pro-active basis the roll-out and change plans for the network.

All Sustaining Engineering tasks will be handled based on a mutually agreed Change Management process. The Aviat Networks NOC team will create a schedule of changes and follow a systematic approach to updating the NOC system. This will ensure the proper tracking, planning, prioritization, and coordination of these activities. In addition, the Change Management process will create an effective communications avenue with the BayRICS JPA liaison.

4.9.3 Advanced Monitoring Services: Assumptions

For this solution offering the following points are assumed:

- Aviat Networks will use its NOC facilities staffed by technicians and operators communicating in English
- BayRICS JPA will continue to engineer, extend, and develop their network
- BayRICS JPA is responsible for hardware installation, cabling and physical add/moves/changes to the elements at the customer site
- Managed services to be provided cover fault management, trouble administration, and comprehensive network status
- Managed services also involves the assignment of trouble tickets to BAYRICS JPA or their designated contractors for field restoration and repair
- Precise suite of services and reporting is tailored to BAYRICS JPA' needs and is delivered according to a mutually agreed MSA/SLA
- BAYRICS JPA is responsible for and will bear the associated costs of network connectivity from all BAYRICS JPA sites to the Aviat Networks NOC facilities.
- It will be BAYRICS JPA responsibility to configure all vendor NE's/EMS's to forward the required data to the Aviat Networks NOC.
- Aviat Networks will utilize BAYRICS JPA's provided network connectivity to collect all electronic data necessary to provide the Managed NOC services. Failure of connectivity shall not be deemed a

failure of Aviat Networks to provide Managed NOC Services, and shall not be applied to the measurement of Service Levels.

- If BAYRICS JPA or one of BAYRICS JPA's third party vendors is non-responsive or unable to provide resolution for a chronic problem over a 30-day period, the issue will be escalated to BAYRICS JPA Management for process improvement and coordination with the third party. In addition, the device will be placed in a "maintenance outage" mode in the NMS to mute alarms until the issue is resolved.
- BAYRICS JPA will maintain Service Level Agreements (SLAs) with all third-party vendors to quantify acceptable response times.

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5. AVIAT NETWORKS CONTACTS

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

For Support, please contact the appropriate Support function:	
<p>NORTH AMERICA and CARIBBEAN Repairs, Returns & Advance Replacements Phone: 1-800-227-8331 OR (210-561-7400) selecting Option 2, then 1 FAX: 210-561-7399 • E-mail: rma.americas@aviatnet.com Online RMA Request: http://support.aviatnetworks.com/requestrma/select_prod_line.asp</p>	<p>NORTH AMERICA and CARIBBEAN Technical Assistance Phone: 1-800-227-8332 OR (210-561-7400) selection Option 3 FAX: 210-561-7399 E-mail: TAC.AM@aviatnet.com Online Technical Assistance Request: http://support.aviatnetworks.com/requestrma/select_prod_line.asp</p>
For Questions or concerns on the Agreement either before or after it is in effect, please contact:	
<p>NORTH AMERICA and CARIBBEAN Contact: Rick Wallace, Sr. Manager Support Services, North America Phone: 919-767-3299 E-mail: rick.wallace@aviatnet.com OR aviatcareservices@aviatnet.com</p>	<p>The local Aviat Networks onsite support is Edward Fernandez at 408-9114-1862, Mobile: 408-218-7242 Email: Edward.Fernandez@aviatnet.com</p>

6. ADDITIONAL TERMS AND CONDITIONS

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

6.1 SCOPE OF SERVICES

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

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

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

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

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

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED, OR STATUTORY. IN PARTICULAR, THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY DISCLAIMED AND SHALL NOT BE APPLICABLE EITHER FROM AVIAT NETWORKS OR ANY OTHER EQUIPMENT MANUFACTURER. AVIAT NETWORKS' WARRANTY OBLIGATIONS AND CUSTOMER'S REMEDIES THEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN. NOTWITHSTANDING ANY

OTHER PROVISIONS OF THIS CONTRACT, UNDER NO CIRCUMSTANCES SHALL AVIAT NETWORKS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY CLAIMING UNDER CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR LOSS OF CAPITAL, REVENUE OR PROFITS AS A RESULT OF A BREACH OF ANY PROVISION OF THIS CONTRACT. CUSTOMER HEREBY INDEMNIFIES AVIAT NETWORKS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO THE INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT, WHETHER ON ACCOUNT OF NEGLIGENCE OR OTHERWISE. IN NO EVENT SHALL AVIAT NETWORKS' LIABILITY TO CUSTOMER, OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE LESSER OF \$100,000.00 USD OR THE ACTUAL SALES PRICE PAID BY CUSTOMER FOR ANY ITEMS SUPPLIED HEREUNDER.

6.2 PRICES/PAYMENT/TAXES/SHIPPING

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

All prices are exclusive of all sales, use, excise, and other taxes, duties or charges. Unless evidence of tax exempt status is provided by Customer, Customer shall pay, or upon receipt of invoice from Aviat Networks, shall reimburse Aviat Networks for all such taxes or charges levied or imposed on Customer, or required to be collected by Aviat Networks, resulting from this transaction or any part thereof.

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

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

6.3 EXPORT AND RE-EXPORT RESTRICTIONS

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

6.4 EXPORT DOCUMENTS

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

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

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

6.5 EXCUSABLE DELAY

Aviat Networks shall be excused from performance under this Agreement and not be liable to Customer for delay in performance attributable in whole or in part to any cause beyond its reasonable control, including but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of a public enemy, labor difficulties or disputes, failure or delay in delivery by Aviat Networks' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of God, or Customer's fault or negligence.

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

EXHIBIT B
INSURANCE REQUIREMENTS

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

AVIAT shall maintain limits no less than:

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

C. Deductibles and Self-Insurance Retentions

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

D. Other Provisions

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

1. General Liability and Automobile Liability Coverage

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

2. All Coverage

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

E. Acceptability of Insurers

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

F. Verification of Coverage

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

G. Subcontractors

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

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