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**TAIT COMMUNICATIONS PROPOSAL FOR TN9400 P25
TRUNKING RADIO SYSTEM TO LEXINGTON-FAYETTE URBAN
COUNTY KENTUCKY COUNTY-WIDE COMMUNICATIONS**



HAND DELIVERED MARCH 13, 2023

CONFIDENTIAL

**TN9400 P25 TRUNKING RADIO SYSTEM
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**



March 12, 2023

BY ELECTRONIC MAIL

Ms. Jonelle Patton
Director
Division of Enhanced 911
Lexington-Fayette Urban County Government,
Kentucky County-wide Communications

Subject: TN9400 P25 Trunking Radio System

Dear Ms. Patton,

Thank you for allowing Tait North America, Inc. (Tait Communications) to submit our proposed solution for the Lexington-Fayette Urban County Government (LFUCG), Kentucky, County-wide Communication migration to the TN9400 P25 Trunking Radio System. Enclosed for your review and consideration are:

1. Tait Communications' Executive Summary
2. Pricing Proposal
3. Support Agreement
4. TN9400 System Migration

Thank you for your time and consideration, and we look forward to working with you.

Most sincerely,

Keith Chafin
Channel Manager, Eastern Region
Tait Communications Americas
15352 Park Row Drive
Houston, TX, U.S.A. 77084
Direct: (281) 923-0144
Email: Keith.Chafin@Taitcommunications.com



TABLE OF CONTENTS

TRANSMITTAL LETTER

SECTION 1 EXECUTIVE SUMMARY

SECTION 2 PRICING PROPOSAL

SECTION 3 TAIT SUPPORT AGREEMENT

SECTION 4 TN9400 SYSTEM MIGRATION

TAIT PROPOSAL TO LEXINGTON-FAYETTE URBAN
COUNTY KENTUCKY COUNTY-WIDE COMMUNICATIONS

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SECTION 1

EXECUTIVE SUMMARY

**TAIT PROPOSAL TO LEXINGTON-FAYETTE URBAN
COUNTY KENTUCKY COUNTY-WIDE COMMUNICATIONS**

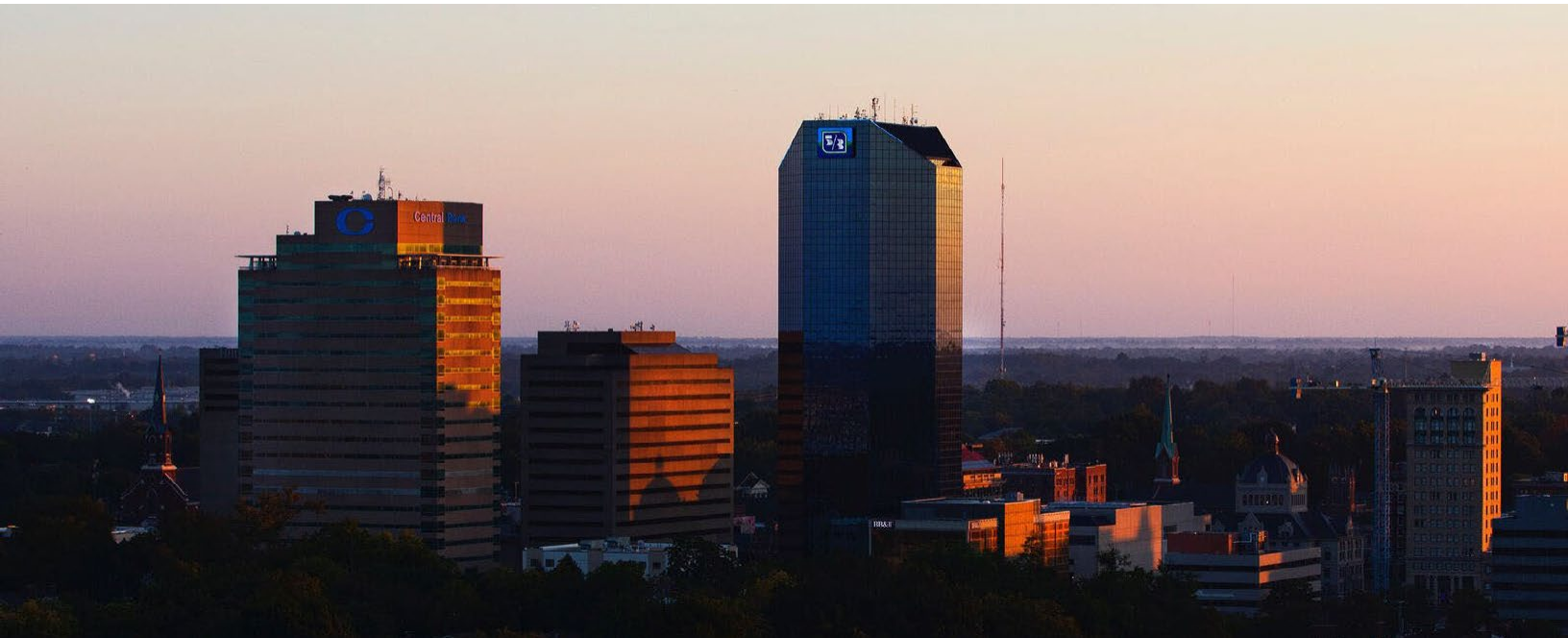
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EXECUTIVE SUMMARY

The Lexington-Fayette Urban County Government, Kentucky (LFUCG) presents a unique landscape for public safety agencies charged with protecting life and property in very diverse environments.

From densely populated urban centers to open farmland, these contrasting characteristics create communications challenges that make the job of First Responders extremely difficult. At Tait, we believe we are the only vendor that can provide the imperative combination of proven, robust technology, deployed by committed team members with vast experience in this environment to upgrade the current P25 Trunked Simulcast Network.

LFUCG's County-wide communications mission is to provide a communications system capable of meeting both the current and future needs, reliably and functionally. LFUCG requires and deserves a purpose-built radio system, custom-designed, from the ground up, to operate in this unique environment, delivered by a company with the knowledge, experience and skill set to ensure its purpose-built system provides superior performance now and into the future.



TN9400 P25 TRUNKING RADIO SYSTEM LFUCG KENTUCKY COUNTY-WIDE COMMUNICATIONS

FEATURE EXPANSION AND FUTURE TECHNOLOGIES

Tait continues to closely monitor and drive the transformations in the communications market and has developed new technologies that bring broadband data capabilities into the mix of Tait solutions and products. Team PTT from Tait Communications can also provide LTE-connected secure communications, interoperable with the P25 network, all from the convenience of your cellular phone.

CAPACITY, PRIORITY, AND CONTROL

The Tait system proposed for LFUCG is a state-of-the-art IP P25 Simulcast Trunked Radio Network Core. The network is a non-proprietary, digital trunked radio solution with future scalability, which will integrate with all the existing Tait RF Sites and Avtec Scout Consoles. This approach affords the county significant cost savings without impacting dispatch operator processes and workflows plus extends the life of this system for an additional ten to fifteen years.

MISSION CRITICAL COMMUNICATIONS FOR LFUCG

The Public Safety Communications market is undergoing dramatic change. New technologies have introduced new IP-based capabilities in communications never previously available to First Responders.

LFUCG is in the unique position to take advantage of these IP-based technologies, while still enjoying the reliability and robustness of a well-designed and purpose-built Land Mobile Radio network. The choices LFUCG makes now will affect how these future technologies can be leveraged to allow its user community significant flexibility and growth opportunity for years to come.



IN SUMMARY

Tait Communications believes it has provided LFUCG with the most comprehensive and leading-edge digital radio solution available in the industry today. Tait radios are available at competitive prices for the life of the system. Tait's flexibility would not be possible with other manufacturers' proprietary systems.

TAIT COMMUNICATIONS

Tait Communications is a global provider of Land Mobile Radio (LMR) products, systems, and solutions. We take pride in our ability to design, deliver, and manage innovative communication solutions that help public safety organizations keep their communities safe.

WHAT IS OUR DIFFERENCE?

For over fifty years, we have worked hard to gain and maintain a deep understanding of the issues, problems, and day-to-day working environments of our customers. From 150-plus-site mission-critical systems in the United States to a 408-site nationwide network in New Zealand, Tait solutions have been developed through years of experience and ongoing investment in cutting-edge technology. This depth of understanding, and our belief in championing open-standards technology, means we can give our customers the best possible choices and value to help them achieve their goals.

Thank you for the opportunity! Your point of contact is:

KEITH CHAFIN

Channel Manager, Eastern Region

Tait Communications Americas

15352 Park Row Drive, Houston, TX 77084

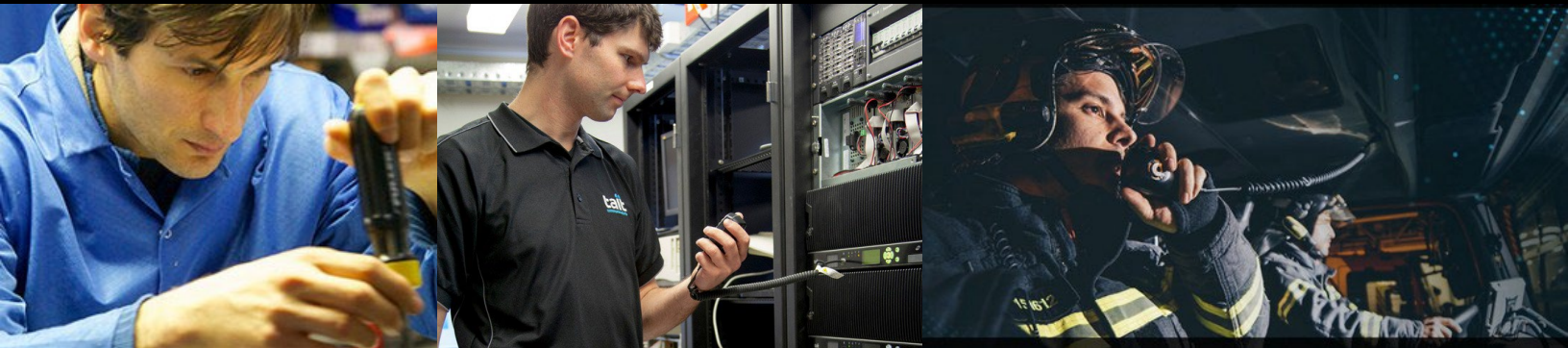
Phone: +1 (281) 923-0144

Email: Keith.Chafin@taitcommunications.com



Tait is making a commitment

- A commitment that we will deliver to LFUCG a successful, well-managed, project that is on budget and time.
- A commitment to provide LFUCG with a cost-effective P25 radio solution that can be scaled to the needs and budget of LFUCG, with the coverage and reliability LFUCG users require.
- A commitment to provide the best personnel that Tait has to offer, personnel that bring a wealth of experience in Public Safety Communications as well as building those systems in urban, suburban, and rural environments.
- Tait will also commit to provide LFUCG with a seamless system transition because we all know that the day-to-day business of LFUCG must continue, uninterrupted by this project.
- Lastly, Tait Communications commits that we are providing the very best products and technology that the industry has to offer, a flexible, scalable communications platform that is mature in development, yet also “young” in its planned lifespan.





SECTION 2

PRICING PROPOSAL

**TAIT PROPOSAL TO LEXINGTON-FAYETTE URBAN
COUNTY KENTUCKY COUNTY-WIDE COMMUNICATIONS**

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BASELINE PRICING

Payment Profile	TOTAL ANNUAL
year 1	\$388,829
year 2	\$388,358
year 3	\$405,435
year 4	\$404,861
year 5	\$404,226
year 6	\$408,804
year 7	\$413,573
year 8	\$418,538
year 9	\$423,704
year 10	\$429,077
	<u>\$4,085,406</u>

Tait North America Inc
 15352 Park Row Drive
 Houston
 Texas 77084
 United States of America

Quotation

BILL OF MATERIALS
 PRICING PROVIDED SEPERATELY



For the attention of:
 Client
 Quote Number
 Total Price
 Currency
 Date
 Project Name
 Project Description

LFUCG - TN9400 Migration
 111260_20230309
 USD
 Thursday, March 9, 2023
 Lexington-Fayette, KY Airbus Managed Service Contract
 Airbus (Vesta) migration to TN9400 P25 Trunking Radio System
 P25 Phase 1, 800MHz
 1 Simulcast Cell, 5-sites, 10-channels
 1 Multicast Cell, 1-site, 4-channels -> 4

IncoTerm: CP TAM
 Validity: 30 Calendar Days

Prepared by:

Mark Reeves

Section	Build With	Rack With	Part Number	Description	SA	Qty	Unit List	Discount	Unit Sell	Ext'd Sell	Section Total
100				RFSS Servers and Site Controllers for Simulcast Cell #1							
100.01			TN9400-1001-0000-0000-10	P25 RFSS & Site Contrlr H Level AC	Y	2					
100.02			TNASS24	License Trunk P25 RFSS/SC - Express6 RFSS Site Contrlr & HA	Y						
100.03			TNASS02	License P25 Trkd RFSS - Enable IP & OTAP	Y	1					
100.04			TNASS05	License P25 Trkd RFSS - CSSI Console System	Y						
100.05			TNASS06	License P25 Trkd RFSS - Voice Recorder	Y						
100.06			TNASS08	License P25 Trkd RFSS - ISF Inter System	Y						
100.07			TNASS09	License P25 Trkd RFSS - Analog Gateway	Y	20					
100.08			TNASS16	License P25 Trkd System Transceiver	Y	54					
101				BGA Multicast Site Controller							
101.01			TN9400-3001-0000-0000-10	P25 SC - Controller High Level 110-230VAC	Y	1					
101.02			TNASS25	License Trunk P25 SC - Express6 Site Contrlr & HA	Y						
110				Tait Enable EnableMonitor							
110.01			TE1000-0201-0001-ABAB-10	E-Monitor Svr AC Ess 250 net devices 1yr main	Y	1					
110.02			TE1004-2110-1010-2102-10	Enableinsight Small N/W (<=24 Channels)	Y	1					
900				Services for LEX Migration to TN9400							
02.01			SVF-PWN	Services - Project Management		1					
02.02			SVF-SYS	Services - System Design		1					
02.03			SVF-COM	Services - Commissioning		1					
02.04			SVF-SAT	Services - Site/Syst Acceptance		1					
02.05			L-TBL	Testing Travel and Lodging		1					
920				Training							
920.01			SVF-TDL	Services - Training Delivery		10					
940				Tait Advantage Tait Advantage							
940.01			SRVADV-INW-TAM-1	Tait Advantage TAM Yr#1 Infra No Warrant		1					
940.02			SRVADV-INW-TAM-2	Tait Advantage TAM Yr#2 Infra No Warrant		1					
940.03			SRVADV-INW-TAM-3	Tait Advantage TAM Yr#3 Infra No Warrant		1					
940.04			SRVADV-INW-TAM-4	Tait Advantage TAM Yr#4 Infra No Warrant		1					
940.05			SRVADV-INW-TAM-5	Tait Advantage TAM Yr#5 Infra No Warrant		1					
940.06			SRVADV-INW-TAM-6	Tait Advantage TAM Yr#6 Infra No Warrant		1					
940.07			SRVADV-INW-TAM-7	Tait Advantage TAM Yr#7 Infra No Warrant		1					
940.08			SRVADV-INW-TAM-8	Tait Advantage TAM Yr#8 Infra No Warrant		1					
940.09			SRVADV-INW-TAM-9	Tait Advantage TAM Yr#9 Infra No Warrant		1					
940.1			SRVADV-INW-TAM-10	Tait Advantage TAM Yr#10 Infra No Warrant		1					
940.11			EPW-INF-TAM-1	Extended Warranty TAM Infrastructure Yr#1		1					
940.12			EPW-INF-TAM-2	Extended Warranty TAM Infrastructure Yr#2		1					
940.13			EPW-INF-TAM-3	Extended Warranty TAM Infrastructure Yr#3		1					
940.14			EPW-INF-TAM-4	Extended Warranty TAM Infrastructure Yr#4		1					
940.15			EPW-INF-TAM-5	Extended Warranty TAM Infrastructure Yr#5		1					
940.16			EPW-INF-TAM-6	Extended Warranty TAM Infrastructure Yr#6		1					
940.17			EPW-INF-TAM-7	Extended Warranty TAM Infrastructure Yr#7		1					
940.18			EPW-INF-TAM-8	Extended Warranty TAM Infrastructure Yr#8		1					
940.19			EPW-INF-TAM-9	Extended Warranty TAM Infrastructure Yr#9		1					
940.2			EPW-INF-TAM-10	Extended Warranty TAM Infrastructure Yr#10		1					
940.21			TN9400-1001-0000-0000-10	P25 RFSS & Site Contrlr H Level AC	Y	2					
940.22			TN9400-3001-0000-0000-10	P25 SC - Controller High Level 110-230VAC	Y	2					
940.23			005-00228-00	SERVER Dell PowerEdge R250 (Enableinsight)	Y						
940.24			005-00230-00	SERVER Dell PowerEdge R250 (Enableinsight)	Y						
940.25			005-00232-00	SERVER Dell R450 AC MS SQL 2019 Std 5 user CAL (Enableinsight)	Y	1					
940.26			TEMMCI01	Tait EnableMonitor <250 dev Soft Maint		10					
				*required software maintenance after first year							
940.27			TEIS101	Enableinsight Sml N/W S&M Yearly		10					

<i>*required Software maintenance after first year</i>				
942	Avtec ScoutCare			1
942.01	Year 1	ScoutCare Year 1		1
942.02	Year 2	ScoutCare Year 2		1
942.03	Year 3	ScoutCare Year 3		1
942.04	Year 4	ScoutCare Year 4		1
942.05	Year 5	ScoutCare Year 5		1
942.06	Year 6	ScoutCare Year 6		1
942.07	Year 7	ScoutCare Year 7		1
942.08	Year 8	ScoutCare Year 8		1
942.09	Year 9	ScoutCare Year 9		1
942.1	Year 10	ScoutCare Year 10		1
	<i>*Covers ScoutCare only (tech support, software maintenance, training, and firmware updates)</i>			
950	Licenses			1
	P25 Phase 2 Upgrade Licenses			
950.01	TNASS13	License P25 Trkd Site Phase2	Y	2
950.02	TBAS066	SFE Key - Trk Phase 2 Operation (94)	Y	54
950.03	TBAS069	SFE Key - Simulcast Enable Phase 2 (94)	Y	54
	Redundant Site Controller			
950.04	TN9400-3001-0000-0000-10	P25 SC - Controller High Level 110-230VAC	Y	1
	EnableProduct			
950.05	TNS121-0000-10	KMF Server Package AC PSU	Y	1
950.06	TKAS101	KMF SFE Key -1-150 Devices	Y	1
950.07	TKAS102	KMF SFE Key -151-1000 Devices	Y	1
	TKAS103	KMF SFE Key -1001-4000 Devices	Y	0
	EnableFleet			
950.08	TE1001-0201-0213-1C00-10	E-Fleet Std 3000 Devices AC	Y	1
	SA - EnableFleet			
950.09	TEFMC102	EnableFleet P25 S&M -TEFS102 <3000 dev		10
	<i>*required Software maintenance after first year</i>			
Total System				

Tait Standard Terms and Conditions of Sale apply. By accepting this offer you acknowledge and agree to those terms. Sales Quotation may not include Tax. If the Sales Quotation becomes a Sales Order the correct State Sales Tax will apply. All items subject to prior sale. If pricing for equipment and/or services is quoted as part of email correspondence, the price will expire 30 days after the date provided. Tait reserves the right to amend pricing in the event of typographical or mathematical error, or in case of new information, specifications or requirements. Unless otherwise agreed in writing by an authorized representative of Tait, pricing is subject to Tait's Standard Terms and Conditions of Sale current on the date provided, copies available upon request.



SECTION 3

TAIT MAINTENANCE

AGREEMENT

**TAIT PROPOSAL TO LEXINGTON-FAYETTE URBAN
COUNTY KENTUCKY COUNTY-WIDE COMMUNICATIONS**

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MAINTENANCE AGREEMENT

This Maintenance Agreement (“Agreement”) is entered into by and between **Tait North America Inc.** (“Tait”), a Texas corporation, located at 15352 Park Row Dr, Houston, TX 77084 and **Lexington-Fayette Urban County Government (LFUCG)**, located at 115 Cisco Rd, Lexington, KY (“Client”), to be effective as of the last date signed below (the “Effective Date”).

BACKGROUND

The Client currently has an **Airbus Vesta system**, with 6 sites. The support of the system previously was provided by Motorola/Airbus. The Client has contracted with Tait to transition the support of their radio system to Tait, who will provide these support services and will provide as part of the maintenance agreement the equipment and services to migrate the Vesta core to a Tait TN9400 Core.

1. AGREEMENT’S PURPOSE

- 1.1 This Agreement describes Tait’s work efforts, price and delivery requirements for a ten (10) year Maintenance plan and the migration of the existing core network controllers to a Tait TN9400 Core (the “Services”). Tait will be supporting per the tasks, responsibilities and deliverables described in this Agreement, the System Migration Plan (Attachment 1) and Terms and Conditions (Section B) and Bill of Materials (Section C).
- 1.2 This Agreement defines the responsibilities of Tait and Client relating to the Services and summarizes project deliverables and details of work to be performed by Tait. This Agreement is intended to be a mutually agreed upon document that reflects the most current understanding of the task and responsibilities.
- 1.3 Amendments to this Agreement are subject to the mutual agreement and approval of Tait and Client. A Change Request Form, signed on behalf of Tait and Client formalizes any such Agreement changes.
- 1.4 Capitalized Terms used in this Agreement shall have the meanings assigned to them in Clause 25 (Defined Term) of Section B - Terms and Conditions of this Agreement.

2. SCOPE

- 2.1 The following documents detail Tait’s work efforts and responsibilities for the Services and are included as Sections and an attachment to this document:
 - a) Section A - Preliminary Project Schedule
 - b) Section B – Terms and Conditions
 - c) Section C – Bill of Materials
 - d) Attachment 1 - LFUCG TN9400 System Migration Plan
- 2.2 Services shall be supplied for the products at the following sites and unless agreed otherwise in writing, Tait shall not be obligated to provide the Services for the Products located at any other site(s). Any products and/or systems not listed in the Agreement. (“Additional Products”) shall only be covered by the Agreement if agreed in writing by the Parties.

- WLEX
- PDHQ
- BGA
- WKYT
- WDKY

- WVRB
- PSOC
- FDCOMM
- FCPS

2.3 Except in response to warranty claims during the warranty period for any Product, Tait may supply new, second-hand or reconditioned replacement parts in the performance of Services or Excepted Services, as described in Paragraph 7 below.

2.4 Only the Services described in Paragraphs 5 (Maintenance Services) and 6 (Core Network Migration Services) as being in scope for this Agreement shall be provided. Tait shall not provide the Excepted Services.

3. PAYMENT

3.1 Payment for the deliverables in this Agreement will be a total of USD **\$4,085,406.00**. payable over ten years as follows and will be paid according to the terms in Clause 2 of Section B - Terms and Conditions:

- a) Year 1, July 1, 2023 - June 30, 2024: \$388,829
- b) Year 2, July 1, 2024 - June 30, 2025: \$388,358
- c) Year 3, July 1, 2025 - June 30, 2026: \$405,435
- d) Year 4, July 1, 2026 - June 30, 2027: \$404,861
- e) Year 5, July 1, 2027 - June 30, 2028: \$404,226
- f) Year 6, July 1, 2028 - June 30, 2029: \$408,804
- g) Year 7, July 1, 2029 - June 30, 2030: \$413,573
- h) Year 8, July 1, 2030 – June 30, 2031: \$418,538
- i) Year 9, July 1, 2031 – June 30, 2032: \$423,704
- j) Year 10, July 1, 2032 – June 30, 2033: \$429,077

4. OBLIGATIONS OF THE CLIENT

4.1 First-Line Support – the Client shall undertake the following First Line Support actions and acknowledges that the commitments and pricing provided by Tait under this Agreement are dependent on the prompt and proper performance of those First-Line Support obligations:

4.1.1 engage the Services by contacting the Tait Service Desk as set out in Clause 5.1.2 of this Agreement;

4.1.2 immediately after making a request for Tait support, provide Tait, where possible, an example of the relevant defect or error;

4.1.3 keep Tait fully informed with up-to-date product, site and configuration details for the Products, including without limitation product serial numbers, locations, contact information, and site personnel qualified to submit service incident requests;

4.1.4 have personnel with sufficient Product related training to be able to (i) carry out basic operating system housekeeping, and (ii) work through complex procedures with remote guidance provided by Tait

4.1.5 carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Tait;

- 4.1.6 provide a mutually agreed form of communications link for remote diagnostics and promptly granting access rights to Tait when required;
- 4.1.7 replace defective Products with a Critical Spare where required and promptly shipping the defective Products to Tait designated service center.
- 4.1.8 maintain and make available the required type and number of Client owned and Critical Spares outlined in Paragraph 8.4 of Section B;
- 4.1.9 ensure that the personnel responsible for carrying out First Level Support obligations are suitably qualified and/or experienced; Tait will provide basic system maintenance training to the personnel appointed by Client as part of the Services; and
- 4.1.10 provide Tait with all reasonable cooperation to facilitate the efficient discharge of its obligations under this Agreement including, without limitation, (i) granting reasonable access to the Site(s) and the Products, (ii) ensuring the Site(s) comply with all relevant health and safety codes, and (iii) providing on request, a suitably qualified or informed representative, agent or employee to accompany Tait personnel and to advise Tait on access or on any other matter within the Client's knowledge or control which will assist Tait in complying with its obligations under the Agreement.
- 4.2 System Backup. It is the Client's responsibility to ensure system backups (including all programs and data) are kept up to date.
- 4.3 The Client agrees that it is responsible for primary power source, PABX and PTSN connections or lines, RF (Radio Frequency) coverage performance, the provision of suitable inter-site and inter node links, and further installation of the equipment at the Sites.
- 4.4 The Client is responsible for maintaining the confidentiality of any logon(s) and password(s) required to access Services. Access to Tait Technical Resources is only permitted for current Client employees or contractors. The Client must manage and remove access rights of any departing employees so such logins can be removed, and Tait shall not be liable for any loss or damage incurred by the Client due to Client's failure to comply with this clause.
- 4.6 Client agrees to notify Tait immediately if a date change for a scheduled training program is required. A charge may apply to a training program rescheduled by Client less than thirty days prior to its scheduled start date.
- 4.7 For any failed Tait Product, Client will be responsible for opening an RMA by contacting rma.americas@taitcommunications.com and for shipping failed equipment to Tait. Tait shall repair or replace returned Products and dispatch to the Client, subject to the terms of this Agreement. Tait will not be responsible for opening any RMAs nor shipping any failed equipment associated with non-Tait third-party equipment.
- 4.8 Client agrees to hold any software subscriptions and back-to-back agreements for any non-Tait components of the P25 Radio System.

5. MAINTENANCE SERVICES

The Services to be provided by Tait under this Agreement comprise only the services set out below:

- 5.1 Service Desk: Technical Support
 - 5.1.1 Tait's will provide a Service Desk solution to the Client that includes:
 - a) 24 x 7 Single point of contact for all support related matters for Products covered by this Support Service Agreement
 - b) Telephone access to Client Personnel I to log / identify / troubleshoot faults and issues with the Solution and Products covered under this Agreement.
 - c) Remote diagnostics and restorations where possible.

- 5.1.2 Tait's 24x7x365 contact number to be called for all support issues covered by this agreement is **1-844-491-9818**.
- 5.2 Online Client Service Portal and Technical Resources
- 5.2.1 Tait will provide access to the Online Client Service Portal and Technical Resource website to the Client.
- 5.2.2 Tait will issue the Client applicable login(s) and password(s).
- 5.2.3 The Client will be able to access the following information through the Tait Online Client Service Portal:
- a) Programming and Calibration Application (Downloadable)
 - b) Service Kit (Downloadable)
 - c) Service Case: Creation, History, Status Updates
- 5.2.4 The Client will be able to access the following information via the Technical Resource sites:
- a) Documentation: Accessories, Installation, Integration, Product Specifications, Standard User, Service
 - b) Frequently Asked Questions and Search Facility
 - c) Technical and Software Release Notes
- 5.3 Software Maintenance
- 5.3.1 Client is entitled to receive Software and firmware releases relevant to and within the licensed feature set of the Tait-Branded Products purchased by the Client, including the software provided as part of Paragraph 6, Core Network Migration Services, as well as for the existing Tait base stations in the Client's system. For the avoidance of doubt, once any product which reaches end of support, Tait will not issue any more releases of software.
- 5.3.2 Access to the Software releases referred to in Clause 5.2.1 shall be requested through the Online Client Service Portal or via email serviceadvantage@taitcommunications.com.
- 5.3.3 Any Tait Services or hardware required for the implementation of a Software release may be purchased from Tait at an additional charge (unless stated otherwise in this Agreement).
- 5.3.4 Tait will provide Technical Support (described in Clause 5.2, Online Client Service Portal and Technical Resources) for the current and up to three previous releases of Software and firmware. Technical Support for previous Software releases is at Tait's discretion and may be subject to Additional Charges.
- 5.3.5 Tait shall maintain (i.e., provide bug fixes, modifications, and improvements) only the current Software release for any Product. If Client has a Problem with a non-current release of Software, Client may be required to install the most current version of Software in order to remedy such Problem if Tait is unable to provide a bugfix for one of the three previous releases of Software which the Customer may be using.
- 5.3.6 This Paragraph and the Support Fees do not include the provision of Client requested enhancements, modifications, or developments. Any such enhancement, modification or development may be requested by Client via the Tait Service Desk. Tait at its option may (a) provide the Client with a quotation for undertaking the request; and / or (b) endeavor to include the request in a future Software release; or (c) where not feasible for commercial, technical, or other reasons, decline the request.
- 5.4 Basic Security Services

- 5.4.1 As an ISO27001 certified Service Partner, Tait follows a strict cyber security compliance regime across our Service offers in the market. Tait Security Services work along all phases of a typical Client life cycle and work alongside Tait Product Development, Sales and Services to ensure Client security expectations are well understood, designed into the offered solution, and adhered to in all support phases. Tait Assurance and Tait Advantage packages carry a basic Security Advisory Service where in security advisories and suggested workarounds are provided to all Clients.
- 5.5 Extended Hardware Maintenance
 - 5.5.1 Client is entitled to Tait Warranty as described in Paragraph 24 (Limited Warranty) of Section B- Terms and Conditions on all Tait Branded Infrastructure purchased under this agreement for the Warranty Period indicated in Paragraph 5.1 (Term) of Section B- Terms and Conditions
 - 5.5.2 Extended Hardware Maintenance extends Client's warranty rights and obligations under the same terms outlined in the Tait Limited Warranty.
 - 5.5.3 Client shall contact Tait for Extended Hardware Maintenance Services via the Tait's Help Desk.
 - 5.5.4 Extended Hardware Maintenance will be included for all new equipment procured under the hardware refresh portion of this agreement. For the avoidance of doubt, the existing TB9400 base stations are eligible for Extended Hardware Maintenance but the Standard Warranty period has expired. However, the TB9400s will be covered under the remainder of this contract for support purposes.

6. CORE NETWORK MIGRATION SERVICES

- 6.1 Tait will provide hardware and software to Client as reflected in Section C (Bill of Materials) Client and Tait will set up, within thirty days of the Effective Date of this Agreement, a comprehensive Contract and Deliverables kick-off and review meeting. The objectives of this meeting will include:
 - a) Introduction of all project participants
 - b) Review of the roles of the project participants
 - c) Review of the overall project scope, objectives and deliverables
 - d) Review of the current system status
 - e) Review of Client owned site documentation.
 - f) Review of the preliminary project schedule
- 6.2 Project Management
 - 6.2.1 Tait shall appoint a Project Manager who will take overall responsibility to ensure that all Tait obligations are delivered in accordance with the agreed schedule.
 - 6.2.2 The Project Manager will act as a single point of contact for the project and will effectively communicate all project activity, status, progress and risks.
- 6.3 Schedule - The Project Manager will develop and maintain a detailed project schedule and communicate it to all project stakeholders as necessary. The Project Manager will identify at the earliest opportunity risks to the project schedule, quality, and/or costs and provide input to mitigation strategies. A preliminary project schedule has been included in this Agreement as Section A.
- 6.4 Design review and Migration Plan - Tait has set forth a preliminary migration plan in Attachment 1. However, this plan needs to be reviewed with Client and is subject to change during a design review to be conducted prior to the arrival of the equipment mentioned in Paragraph 5.1. This design review will be conducted by Tait Systems and Field Engineers with the participation of the Client.

- 6.4.1 Once the design review has been conducted and the migration plan has been finalized, Tait will execute the migration plan. Tait services will be provided to support this migration both on-site and remotely. Clarification on the method of support will be determined during the design.
- 6.4.2 The migration plan will include the User / Subscriber Radio Configuration as well as fallback plans should preliminary tests indicate the migration to the new core network is not successful.
- 6.5 Installation and Commissioning of EnableInsight server will be conducted prior to completion of the core network migration.

7. EXCEPTED SERVICES

The services to be provided by Tait under this Agreement comprise only the services set out in Paragraph 5 above. If Client requests Tait to provide any Excepted Services, then Tait may, at its sole discretion, charge Client for the provision of the Excepted Services at the service rates current at the time of the request. Tait will provide a written quotation and estimated completion date for the provision of any Excepted Services prior to Client authorizing such provision. Tait will not be required to perform the following services (the "Excepted Services"):

- 7.1 Improvements to backhaul system as required during the life of the Client's system. For avoidance of doubt, the current backhaul system is sufficient for the core migration planned.
- 7.2 Correction of faults due to Client's modification, neglect or misuse of the Products, failure to maintain a suitable environment for the operation and maintenance of the Products (including without limitation power supply, air conditioning or humidity control) in accordance with normal industry practices and as set out in the published data sheets, manuals or other written instructions for the Products;
- 7.3 Correction of damage caused by any accident or disaster, fire, flood, water, wind, lightning, vandalism or theft;
- 7.4 Correction of faults in any attachments or associated equipment (whether or not supplied by Tait) which do not form part of the Products;
- 7.5 The relocation or transportation of Products, or the rectification of any faults caused by such relocation or transportation, (save where performed by Tait or Authorized Partner);
- 7.6 The provision of any modification or any upgrades designed to provide new or enhanced functionality unless this is incidental to the Services or provided for under agreed upgrades (e.g. Software Support);
- 7.7 Correction of any fault which would be remedied by a software release or other repair which meets the original specifications for the Products, and which has been refused by Client.

8. CLIENT RESPONSIBILITY

The parties agree that the tasks listed below are the sole responsibility of the Client:

- 8.1 Approval of design and test plans submitted by Tait for review.
- 8.2 The coordination with Federal, state and local government agencies for required permitting and approvals.
- 8.3 Maintenance of the backhaul system.
- 8.4. Provision of power connections for node controllers. If the power is not currently in place, the Client will provide a connection at their expense.

9. CHANGE REQUEST

- 9.1 No action on any changes to the Scope of Work of this Agreement will be taken until the official Change Request has been signed by Client and received and approved by Tait. Responsibilities

remain unchanged until the issuance of a Change Request and a new revised Scope of Work which would specify new rates of payment, if that has changed.

SECTION A: PRELIMINARY PROJECT SCHEDULE

While every attempt has been made to ensure that the schedule below accounts for all tasks with an anticipated duration, there is a risk that events beyond our control may affect the project timeline. For example, the actual migration may be shorter or longer depending on several factors including the details of how LFUCG is using the system and what is determined to be the best way to migrate the users. The determinations will be included in our design planning and the schedule will be modified accordingly.

We have based the lead-times for equipment on the current environment. However, the manufacturing and transits times may vary depending on when the contract is finalized, and the equipment orders are placed.

Task Mode	Task Name	Duration	Start	Finish	Predecessors	Notes
	LFUCG - Project Work Flow	110 days	Sat 7/1/23	Fri 12/1/23		
	Contract Finalized	0 days	Sat 7/1/23	Sat 7/1/23		
	Preliminary Design and Preparation	11 days	Mon 7/3/23	Mon 7/17/23		
	Kick Off Meeting	1 day	Mon 7/3/23	Mon 7/3/23	2	
	Review of current System Environment / System Audit	10 days	Tue 7/4/23	Mon 7/17/23	4	Audit of system components, software versions, health of equipment etc
	Detailed Design Development	70 days	Mon 7/17/23	Mon 10/23/23	5	
	Detailed Design Mtg	1 day	Tue 7/18/23	Tue 7/18/23		
	Detailed Design Approved	3 days	Wed 7/19/23	Fri 7/21/23	7	3 Days for Review
	Equipment Orders Placed	0 days	Mon 7/17/23	Mon 7/17/23	2	
	Equipment Manufacturing	60 days	Tue 7/18/23	Mon 10/9/23	9	Based on Current Lead Times
	Equipment in Transit	10 days	Tue 10/10/23	Mon 10/23/23	10	Shipping from New Zealand to US
	TB9100 Firmware Pre-Deployment	3 days	Tue 10/24/23	Thu 10/26/23	11	This task can be completed ahead of scheduled maintenance window
	Testing Migration	12 days	Tue 10/24/23	Wed 11/8/23		
	TN9400 Core Network Server Deployment	5 days	Tue 10/24/23	Mon 10/30/23	11	See Page 13 of Migration plan for Details
	Test Channel Migration	2 days	Tue 10/31/23	Wed 11/1/23	14	See Page 18 of Migration Plan for Details
	Console Interfaces	2 days	Thu 11/2/23	Fri 11/3/23	15	See Page 20 of Migration Plan for Details
	System Testing	3 days	Mon 11/6/23	Wed 11/8/23	16	See Page 23 of Migration Plan for Details
	Core Network Migration	17 days	Thu 11/9/23	Fri 12/1/23		
	TN9400 Core Network Server Preparation	2 days	Thu 11/9/23	Fri 11/10/23	17	See Page 23 of Migration Plan for Details
	Test Channel Preparation	2 days	Mon 11/13/23	Tue 11/14/23	19	See Page 24 of Migration Plan for Details
	Console Interfaces Preparation	3 days	Wed 11/15/23	Fri 11/17/23	20	See Page 24 of Migration Plan for Details
	User Migration	5 days	Mon 11/20/23	Fri 11/24/23	21	See Page 25 of Migration Plan for Details
	Post Migration Monitoring	5 days	Mon 11/27/23	Fri 12/1/23	22	See Page 30 of Migration Plan for Details
	MIGRATION COMPLETE	0 days	Fri 12/1/23	Fri 12/1/23	23	

SECTION B: TERMS AND CONDITIONS

1. DELIVERY OF EQUIPMENT

- 1.1 Equipment will be delivered CIP Destination (Incoterms 2010) to the Client's site location(s).
- 1.2 In the event Equipment is delivered to Client or Client's representative, no claim for shortage, out of box failures or damage in respect of Equipment delivered will be considered unless received in writing by Tait within seven days from the earlier of the date of receipt of the Equipment by the Client or Client's representative.

1.3 TITLE AND RISK OF LOSS. Title to equipment supplied under this agreement shall pass to the Client upon full payment to Tait for such equipment. Risk of loss to the Equipment will pass to Client upon delivery of the Equipment, except that title to Software will not pass to Client at any time. The Client acknowledges this Agreement creates a security interest in favor of Tait in Products supplied by Tait to the Client which have not been paid for in full, as security for payment of all monies payable from time to time to Tait by the Client and for the performance of all the Client's other obligations from time to time to Tait. The Client shall do anything including signing and delivering any documents Tait reasonably requires to ensure Tait has a perfected security interest in goods supplied. The Client waives any rights it may have to receive a statement regarding registration of the security interest.

2. PAYMENT TERMS

2.1 Client shall pay Tait (i) for Year 1, within 60 days from the Invoice Date and (ii) For Year 2 onwards, within 30 days of invoice date. Tait will invoice the Client 30 days before the yearly Commencement Date.

2.2 Overdue invoices will bear interest at a rate of 1.25% per month of the overdue amount for every month or fraction thereof, unless such rate exceeds the maximum allowed by law, in which case it shall be reduced to the maximum allowable rate.

2.3 No payment may be withheld by the Client by way of set-off (legal, equitable or otherwise) against any sums owed to Tait.

2.4 Prices are inclusive of packing to full normal shipping standards. Contract price are inclusive of freight charges.

2.5 Prices for Equipment are exclusive of any taxes, if any. Client shall reimburse Tait where Tait pays the same or is responsible for payment of all such taxes including penalties where Client actions resulted in incurring such penalties.

2.6 If Client requires Tait to vary quantities, delivery dates or Equipment specifications from those against which prices were quoted; Tait shall have the right to adjust the quoted price.

2.7 Tait may increase the Fee and the rates for Additional Charges from each anniversary of the Effective Date by written notice to the Client. The amount of such increase will not exceed the increase in the Consumer Price Index or its equivalent in the country the Services are provided. Tait shall also be entitled to vary the Fee if Client requests an increased level of Services, Services for Additional Products or if there is any other variation requested by Client with respect to this Agreement.

2.8 If Client requests Tait to provide any Excepted Services, as described above in Clause 7 (Excepted Services) of the Agreement, Tait shall be entitled to charge for the same at rates to be agreed in advance between the parties or failing such advance agreement at Tait standard Additional Charges for the relevant services. If requested, Tait shall provide a written quotation and estimated completion date for provision by Tait of any Excepted Services.

3. INSPECTION AND TESTING

3.1 The Equipment will be submitted to Tait's standard tests before shipment.

3.2 Any additional tests of the Equipment, which may be required by Client, must be agreed to separately in writing and may be subject to additional charges.

3.3 SYSTEM ACCEPTANCE. During system acceptance testing:

- a) If the Acceptance Test Plan includes separate tests for individual subsystems, both parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems. For avoidance of doubt there will be no acceptance testing

completed for each individual site to test the existing base station functionality. Communication with the core network will be the focus of the system acceptance testing.

- b) Minor omissions or variances in performance which do not materially affect the operation of the Communications System as a whole will not postpone acceptance.
 - c) Client and Tait will jointly prepare a list of such omissions and variances which Tait will correct according to an agreed upon schedule.
 - d) Final System Acceptance will occur upon the successful completion of such testing at which time both parties shall promptly execute a certificate of system acceptance.
- 3.4 Tait agrees to notify Client when the System is ready for acceptance testing. Tait and Client agree to commence acceptance testing within ten business days after receiving such notification.
- 3.5 Tait may, but is not obligated to, issue written authorization for Client's use of the Communications System or its subsystem(s) for limited training or testing purposes, prior to the completion of testing by Tait. Any use of the Communications System without prior written authorization by Tait shall constitute System Acceptance.
- 3.6 Any use of the Communications System or its subsystems by Client, following a purported notification that the System is not operating properly or is deficient in any aspect or performance shall constitute System Acceptance.

4. DELAYS/CANCELLATION

- 4.1 Successful project implementation for the core network refresh will require cooperation and fairness between the parties. Because it is impractical to provide for every contingency which may arise during the performance of this Agreement, the parties agree to notify the other if they become aware that any condition will significantly delay performance. The parties will agree to reasonable extensions of the project schedule by executing a written change order. In the event Tait's performance is delayed by acts of the Client or any party under its control (including subcontractors), Tait shall be entitled to an adjustment for time and expenses resulting therefrom in addition to an extension of time and of performance.
- 4.2 Under no circumstances will either party be responsible for delays or lack of performance resulting from events beyond the reasonable control of that party ("Force Majeure events"), in accordance with Clause 15 of this Section.
- 4.3 Client will make available to Tait the sites when scheduled and Client will not otherwise unreasonably delay or prevent Tait's performance of its responsibilities. If Client delays Tait's performance, the parties will execute a Change Order to compensate Tait for reasonable charges incurred because of such delays. Such charges include, but are not limited to, costs incurred by Tait and/or its subcontractors for additional freight, warehousing and handling; suspending and re-mobilizing the work; additional engineering and standby time calculated at then current man-day rates; and preparing and implementing a "work around" plan.
- 4.4 In the event of cancellation or termination by Client, Client will make payment to Tait in an amount equal to:
- a) For work in process, a percentage of the sales price based on the work completed up to the time of cancellation and work is stopped.
 - b) For custom work and/or work that includes unique materials that cannot reasonably be used in normal production or sold to other Tait Clients in a reasonable period of time, then the cancellation fee may be up to 100% of the order value of the custom work and/or materials.
 - c) For work completed at the time of cancellation and the equipment is standard Tait product and can be sold to other Tait Clients in a reasonable period of time, the Tait restocking policy shall apply.

- d) For custom work completed and/or work that includes unique materials that cannot be sold to other Tait Clients in a reasonable period of time, then the cancellation fee may be 100%.

5. TERM AND TERMINATION

- 5.1 TERM. The initial term of this Contract will begin July 1, 2023, or on the date the Contract is fully signed by all Parties, whichever is later, and will expire June 30, 2033, unless terminated earlier in accordance with Clause 5.2 below.
- 5.2 TERMINATION: Either Party may terminate the Agreement immediately at any time by written notice to the other:
 - a) If the other Party commits a material breach of the Agreement which it fails to remedy within 30 days of receiving written notice requiring it to do so, except that in the event of a breach of confidentiality, the affected party may immediately terminate this Agreement; or
 - b) If the other Party becomes insolvent, has an administrator, receiver or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its winding-up dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or any event occurs in a foreign jurisdiction analogous to, or comparable with any of the above.
- 5.3 In the event no funds or insufficient funds are appropriated and budgeted by the Client or are otherwise unavailable for fulfilling the requirements of the Contract, the Client may terminate this Agreement, effective on the last day of the fiscal period for which appropriations are received. Client will promptly notify Tait or its assignee of such occurrence.
- 5.4 If a party is unable to perform its obligations within 60 Days after the commencement of a Force Majeure event, the other party may terminate this Agreement by notice in writing in accordance with this Section 5.2 (Termination).
- 5.5 In the event this Agreement is terminated, Tait shall be entitled to receive compensation commensurate with work completed in accordance with the schedule stated in Clause 4.4 above.
- 5.6 Except as expressly stated elsewhere in the Agreement, any termination of the Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into force or continue in force on or after that termination. Notwithstanding the foregoing, the Parties agree that the equitable remedy of specific performance of either Party is hereby expressly excluded.
- 5.7 Tait shall be entitled to suspend contractual performance under the Agreement (with performance beginning as soon as reasonably practicable after rectification of the ground(s) for suspension) when Client is in default in respect of any of its obligations under this Agreement.
- 5.8 Upon termination or expiration of the Agreement Tait shall cease the provision of the Services and Client shall have no further access to the Online Client Service Portal, Software Maintenance or 24x7 Service Desk. The Client may contact the Tait Service Desk during Business Hours and will receive a quotation for any service it wishes to access. Note that in order to resume Support Services after a period of termination Client may be required to pay a service resumption fee.

6. INSURANCE

- 6.1. Tait shall provide and maintain for the duration of this Agreement minimum insurance coverage as follows:

Minimum Liability Insurance requirements:

Commercial General Liability:	\$2,000,000 General Annual Aggregate
	\$2,000,000 Products Completed/Ops Aggregate
	\$1,000,000 Personal & Advertising Injury
	\$1,000,000 Each Occurrence
	\$ 5,000 Medical Expense (any one person)
Commercial Auto Liability:	\$1,000,000 Combined Single Limit
Workers' Compensation:	Statutory
Employers Liability:	Bodily Injury by Accident \$100,000.00 Each Accident
	Bodily Injury by Disease \$100,000.00 Each Employee
	Bodily Injury by Disease \$500,000.00 Policy Limit
Umbrella Liability:	\$1,000,000 per occurrence and in general aggregate
Professional Liability:	\$1,000,000 per claim

6.2. GENERAL REQUIREMENTS FOR INSURANCE: Except as otherwise approved by the Client, the following provisions shall apply to each and every policy of insurance which Tait is required hereunder to carry:

- a) Tait agrees to carry insurance with an insurer who is licensed in Kentucky and has an A.M. Best rate of A-(VI) or better;
- b) Tait shall cause each insurance carrier to deliver its certificate of insurance to the Client and to any other party designated by the Client, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon the Client's request;
- c) At least thirty (30) days prior to the expiration of each policy, Tait shall provide the Client with certificates of insurance. In the event of non-renewal or cancellation Tait shall endeavor to provide thirty (30) day advance written notice to the Client;
- d) Tait shall not permit any condition to exist and shall not commit any act or omission which would wholly or partially invalidate any insurance.
- e) The Client shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability;
- f) The requirements described above are also applicable to any and all other employees or subcontractors hired by Tait to perform work under this Agreement.

7. EQUIPMENT SPECIFICATION AND QUALITY

- 7.1 Tait reserves the right to amend details of the technical specification of the Equipment in the Contract to improve the facilities or performance of the Equipment or to substitute items of equivalent performance where items referred to in the quotation are no longer available.
- 7.2 All specifications, particulars and descriptions set out in catalogs, brochures and similar documents, shipping specifications and particulars of weight and dimension are approximate and being intended for general guidance and shall not be binding.
- 7.3 Tait reserves the right to discontinue the sale of Equipment and to change the formula, contents or packaging thereof. Tait shall not incur any liability thereby or any obligation to change or repurchase Equipment previously sold by Tait to Client.

8. REPLACEMENT AND SPARE PARTS

- 8.1 Where parts of the Products have been replaced and provided by Tait, title in the parts replaced will pass to Tait upon removal of those parts from the Client system.
- 8.2 Subject to Clause 1.3, Title in all replacement parts for the Products provided by Tait in performing the Services (except for Software) will pass to the Client upon installation.
- 8.3 In the case of products and services for which an Additional Charge is payable by the Client, title in such replacement parts shall pass to the Client on full payment of the Additional Charge.
- 8.4 Tait requires Client to purchase and store at the Site (or other location agreed in writing between the Parties) the Critical Spares outlined below. From time-to-time Tait may additionally require the Client to purchase and store at the Site such spare parts, as Tait considers necessary for the provision of effective Support Services.
- No critical spares required
- 8.5 Tait will not be liable for any failure or delay in providing the Services where such failure or delay is the direct or indirect result of the failure of the Client to comply with the previous clause.

9. RETURN OF INVENTORY

- 9.1 Quoted delivery periods are calculated from the last to occur of:
- a) Tait's acceptance of the Client's order, or
 - b) provision by the Client to Tait of all engineering and configuration details and Client supplied parts and materials necessary to enable Tait to manufacture and supply the Equipment; or
 - c) receipt of any necessary letter of credit, in the agreed form or a form acceptable to Tait, and other required documentation (including any confirmation or guarantee).
- 9.2 In the event where Tait drop ships equipment at the Client's request, the Client shall indemnify Tait for all losses and costs incurred by Tait if Customs Service refuses or fails to accept delivery of the Equipment including storage charges incurred by Tait with any third-party warehouse. In those circumstances, delivery to a warehouse shall be deemed to be a completed delivery by Tait.
- 9.3 Shipments for accounts which exceed the credit limit, as determined by Tait, or for accounts with outstanding balances more than 30 days old are subject to credit hold at the discretion of Tait.

10. TERRITORIAL RESTRICTIONS

- 10.1 The Client shall not without the express written approval of Tait export or use the Equipment, or sell or hire it to a person who to his knowledge intends to export or use it, outside the country of intended use as declared to Tait. The Client undertakes to comply with United States re-export control restrictions where applicable.
- 10.2 If export or import restrictions are imposed or export or import licenses are cancelled, withdrawn or not renewed, then the Client shall pay for all goods and services already delivered at the contract rate and payments already made may be used by Tait in respect of claims or demands made or losses incurred under or in connection with the Contract.

11. INTRINSICALLY SAFE PRODUCT

IF the Client purchases Intrinsically Safe (IS) Products (both IS radios and/or IS accessories), THEN specific additional terms shall apply.

12. REPRESENTATIONS

- 12.1 Tait and its employees shall not be considered employees of the Client insofar as any benefits or withholding of taxes is concerned. No withholding will be made by the Client for any federal, state, social security, or local taxes from the amounts paid to Tait by the Client. Tait agrees to be solely responsible for the withholding and payment of such taxes. Tait shall not be covered by the Client's workers' compensation or unemployment insurance provided by the Client to its employees and expressly waives any such coverage. In order to protect the Client's goodwill, Tait agrees to conduct themselves reasonably, prudently and courteously in such a manner so as not to reflect adversely upon the Client; and Tait will perform at all times faithfully, industriously, and to the best of their ability, experience, and talents, all of the duties that may be required of them pursuant to the expressed and implicit terms of this Agreement; and will act in conformity with all statutes and ordinances of the United States, State, and County.
- 12.2 Tait shall not discriminate against any person because of age, race, color, religious creed, ancestry, national origin, sex, disability or any other legally protected class.
- 12.3 Tait shall certify that it is in compliance with the Drug-Free Workplace Act. Use, possession, sale, manufacture, or distribution of illegal drugs or other controlled substances (not documented as for medical reasons) on the work site by employees, subcontractors, or agents is prohibited. Employees, subcontractors, and agents shall be notified of this prohibition and that violators of this policy may be removed or barred from the work site at the discretion of the Client.
- 12.4 Tait shall comply with all applicable federal, state, and local laws.

13. CONFIDENTIAL INFORMATION

- 13.1 For all purposes of this Agreement, Disclosing Party means the party disclosing Proprietary Information to the other party, and Receiving Party means the party receiving Proprietary Information from the Disclosing Party.
- 13.2 Receiving Party shall maintain data protection processes and information technology and physical security systems to adequately keep confidential and protect from disclosure all information, regardless of form, including software (source and object codes and any related documentation), drawings, specifications, requirements documents, samples and any other property obtained from Disclosing Party in connection with the Purchase Agreement including those identified as confidential or proprietary or owned by Disclosing Party or a third party (Information). Neither Party will disclose any material or information identified as the other disclosing Party's proprietary and confidential to third parties without the disclosing Party's prior written permission, unless the disclosing Party makes such material or information public or disclosure is required by law. If the receiving Party is required by law to disclose such material or information, the receiving Party will notify the Disclosing Party prior to such disclosure.
- 13.3 Use: Unless expressly authorized in this Agreement or by Disclosing Party in writing, Receiving Party shall use such Information only in the performance of and for the purposes of the Agreement.
- 13.4 Return or Disposal: Upon Disclosing Party's request, and in any event upon the date of expiration or termination of this Agreement, Receiving Party shall return all such Information to Disclosing Party or make other disposition as directed by Disclosing Party.
- 13.5 Restrictions on Disclosure: Each Party agrees to disclose such Information only to its personnel and sub-tier suppliers who have a need to know such information in furtherance of this Agreement. The confidentiality obligations specified in this clause will not apply to any Information received by a Party which is or becomes publicly available on an unrestricted basis without breach of this Agreement.

13.6 Confidentiality of the Online Client Service Portal. Unless otherwise indicated, information provided to the Client via the Online Client Service Portal is copyrighted by and proprietary to Tait International Ltd (Tait) and may not be copied, reproduced, transmitted, displayed, performed, distributed, sublicensed, altered, stored for subsequent use or otherwise used in whole or in part in any manner without Tait's prior written consent.

14. INTELLECTUAL PROPERTY

14.1 TAIT SOFTWARE: All patents, trademarks, service marks or business names, registered designs, copyrights, design rights, utility models, topography rights, applications to register any of the aforementioned rights, trade secrets, knowhow and rights of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world ("IPR") arising under the Agreement, except to the extent that they comprise or incorporate IPR supplied by Client, shall vest in and be owned by Tait absolutely and Client shall acquire no right, title or interest therein. Tait hereby grants at no additional charge to the Client a limited non-transferable and non-exclusive multi-site license to use the Software (excluding source code) (whether embedded or installed in the Equipment) solely in conjunction with the Equipment during the useful life of such Equipment, as they may be repaired or modified from time to time.

14.2 COPYRIGHT: Any computer program, firmware or other software forming part of the Products or supplied by Tait to Client pursuant to the Agreement ("Software") and/or IPR provided to Client under the Agreement shall remain the exclusive property of Tait (or its partners) and such Software and IPR shall, unless otherwise agreed in writing, be licensed to Client under the license terms applicable to the products, equipment, software or systems which they replace or to which they relate. NO TITLE OR OWNERSHIP RIGHTS TO THE SOFTWARE OR ANY OF ITS PARTS IS TRANSFERRED TO CLIENT. The Client undertakes throughout the term of this Contract and after termination of this Contract to not copy, (other than for back-up purposes authorized by Tait), alter, reverse engineer, modify, enhance, compile, disassemble, license, sub-license, lease, sell, assign or reproduce any software, (whether in whole or in part) supplied under this Contract and to write or develop any derivative software or any other software programs based upon the Software. The Software shall not be used for any purpose other than operation and maintenance of the Equipment.

14.3 Data and information embodied in Tait's documents, drawings, and software or in hardware shall be held in confidence by the Client and shall not be disclosed to third parties nor used for any purpose other than operation and maintenance of the Equipment. The Client shall take reasonable measures, but at all times at least the same degree of care it maintains for the confidentiality of its own Confidential Information, to protect confidentiality and will not cause or permit anything which may damage or endanger Tait's goodwill, trademarks or intellectual property in the software or Equipment. If Client receives a Freedom of Information request (FOIA), Client shall provide Tait notice of such request and allow Tait the opportunity to object or to seek an exception under the FOIA request.

14.4 INJUNCTIONS. The Client acknowledges that Tait's intellectual property in the Software and Equipment is unique and extraordinary and the Client agrees that the loss thereof cannot adequately be compensated by damages and that, without limiting Tait's remedies, Tait shall be entitled to injunctive relief to enforce the provisions applicable to this Agreement.

14.5 NON-TAIT SOFTWARE. Any Non-Tait Software furnished by Tait will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Tait the right to sublicense such Non-Tait Software, in which case said software's use and care shall be as provided in this Agreement.

15. FORCE MAJEURE

- 15.1 Neither Party shall be liable for any loss or damage suffered or incurred by the other arising from the first Party's delay or failure to fulfill or otherwise discharge any of its obligations (except obligations to pay money) under the Agreement to the extent that such delay or failure is caused by any cause or circumstance beyond its reasonable control ("Force Majeure event"), provided however that lack of funds will be deemed not to be a matter beyond the reasonable control of the Party concerned.
- 15.2 Subject to the delaying Party promptly notifying the other Party in writing of the reason for and likely duration of the delay, the performance of the delaying Party's obligations, to the extent affected by the delay, shall be suspended during the period that the cause persists provided that each Party shall use all commercially reasonable efforts to avoid the effect of that cause provided that if performance is not resumed within 60 days of that notice the non-delaying Party may at any time thereafter but in any event prior to resumption of obligations by the delaying Party terminate the affected portion of the Agreement by notice in writing.

16. INDEMNIFICATION

- 16.1 GENERAL INDEMNITY. Subject to the limitations in the Limitation of Liability clause of this Section, Tait will indemnify and hold Client harmless from any liabilities which may accrue against Client on account of direct physical damage to tangible property or personal injury to the extent the damage or injury is caused by Tait's negligence or recklessness, or that of its employees, subcontractors, or agents while on the Client's premises during the provision of services pursuant to this Agreement, provided that Tait is promptly informed in writing and is furnished a copy of each communication, notice or other action and is given full and complete authority, information and assistance (at Tait's expense) necessary for the defense, compromise or settlement of such claim. Tait shall not be liable for any negligent act or omission of any indemnified party.
- 16.2 To the extent allowable by law, Client hereto agrees to defend and indemnify and hold Tait, its officers, directors and employees, from and against any and all claims, demands and causes of action asserted by any third party for loss or damage to tangible property or injury or death to any person, to the extent such damage, injury or death is caused by the negligence or other wrongful acts or omissions of the Client in the performance of the Client's obligations under this Agreement, provided that Client is promptly informed in writing and is furnished a copy of each communication, notice or other action and is given full and complete authority, information and assistance (at Client's expense) necessary for the defense, compromise or settlement of such claim. This shall not be deemed a waiver of sovereign immunity or any third party defense available to Client.

16.3 Tait's indemnification of Client under this clause will be the full extent of Tait's indemnification of Client from liabilities that are in any way related to Tait's performance under this Agreement.

17. LIMITATION OF LIABILITY

- 17.1 Notwithstanding any other provision contained in this Agreement, Tait's total liability, whether for breach of contract, warranty, negligence, strict liability, tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed (i) for claims regarding Products, the price of the equipment with respect to which losses or damages are claimed; or (ii) for claims regarding Services, the amount paid or payable by the Client during the twelve months immediately preceding the first event giving rise to the liability;
- 17.2 NEITHER PARTY WILL BE LIABLE FOR ANY (I) LOSS OF PROFITS; (II) LOSS OF TURNOVER; (III) LOSS OF OR DAMAGE TO REPUTATION; (IV) LOSS OF, OR LOSS OF THE USE OF ANY SOFTWARE OR DATA; (V) LOSSES OR LIABILITIES IN RELATION TO ANY OTHER CONTRACT; OR (VI) INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR

ARISING OUT OF THIS AGREEMENT HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, UNDER AN INDEMNITY, EQUITY OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

- 17.3 No action for a breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of such cause of action except for money due upon an open account.
- 17.4 To the maximum extent permitted by law, the parties agree that ALL TERMS IMPLIED BY LAW INCLUDING ANY WARRANTY OR CONDITION AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE EQUIPMENT ARE HEREBY EXCLUDED.
- 17.5 The Client acknowledges that it uses the Equipment for business purposes and therefore agrees that all consumer protection terms implied by law shall not apply.
- 17.6 The Client warrants that it has not relied on any representation made by Tait which has not been stated expressly in this Contract or upon any catalogs or publicity material produced by Tait and no statement made or agreed and no liability undertaken orally shall be binding upon Tait unless confirmed by Tait in writing.
- 17.7 The standard equipment is not designed or intended for use in on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; intrinsically safe environments (unless intrinsically safe equipment is specifically ordered and supplied and used in accordance with the supplied instructions) or in the design, construction, operation or maintenance of any nuclear facility. Tait disclaims any express or implied warranty of fitness for such uses. The Client will not use or resell Products for such purposes.
- 17.8 The Client acknowledges that any software supplied cannot be tested in every possible permutation and accordingly Tait does not warrant that software supplied will be free of all defects or that its use will be uninterrupted.
- 17.9 Client agrees that it shall take such reasonable precautions (relative to the importance to Client of the Products), including without limitation backing up software and data at reasonable intervals, implementing back-up systems or redundancy and maintaining suitable numbers of spare units at suitable locations (at a minimum to Tait recommended spares levels). Tait shall have no liability for any losses suffered by Client to the extent that the loss concerned would have been prevented by the taking of such reasonable precautions.
- 17.10 The provisions of this Clause 17 have been considered by the Parties in the light of the availability of insurance and the relative positions, risks, and responsibilities of the Parties and both Parties agree that they are fair and reasonable
- 17.11 All provisions of this Limitation of Liability and its subclauses shall survive the expiration or termination of this Agreement.

18. GOVERNING LAW

This Contract shall be governed and construed in accordance with the laws of the State of Kentucky, USA. Any US or state conflict of law rule that may require reference to the laws of some other country or state shall be disregarded, the result being that Kentucky substantive law will control the issue.

19. DISPUTES

- 19.1 Tait and Client will attempt to settle any claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. Neither party shall institute a proceeding hereunder unless at least sixty days prior thereto such party shall have furnished to the other written notice by registered mail of its intent to do so. Notice to the Client

shall be addressed to LFUCG Department of Law. Notice to Tait shall be addressed to its "General Counsel." If those attempts fail, the dispute will be mediated by a mediator chosen jointly by Tait and Client within thirty days after notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator, and Tait and Client will share the cost of the mediation equally. The parties may postpone mediation until they have completed some specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding alternative dispute resolution ("ADR") procedure.

- 19.2 Any dispute that cannot be resolved between the parties through negotiation or mediation within two months after the date of the initial demand for non-binding mediation may then be submitted by either party to court. If it is necessary to institute a legal proceeding with respect to the terms or performance of the Contract, the parties hereby agree to submit such dispute to the jurisdiction of the Court of competent jurisdiction of Fayette County, Kentucky, or in the Federal Court Kentucky which shall be the exclusive forum and venue for resolution of any such disputes. The use of any ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to adversely affect the rights of either party. Either party may resort to the judicial proceedings described in this paragraph prior to the expiration of the two-month ADR period if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to such party or any of its affiliates, agents, employees, customers, suppliers, or subcontractors.

20. MISCELLANEOUS

- 20.1 **TAXES.** The purchase price does not include any amount for federal, state, or local excise, sales, lease, service, rental, use, property, occupation, or other taxes, all of which (other than federal, state, and local taxes based on Tait's income or net worth) will be paid by Client except as exempt by law. If Tait is required to pay or bear the burden of any such taxes, Tait will send an invoice to Client and Client will pay to Tait the amount of such taxes (including any interest and penalties) within twenty days after the date of the invoice. Client will be solely responsible for reporting the Equipment for personal property tax purposes.
- 20.2 **CALEA.** The System is intended for use in a closed network and may not have features which comply with the requirements of the Communications Assistance for Law Enforcement Act ("CALEA"). In the event that Client determines that such compliance is required for the Client's intended use, Tait agrees to provide, upon written request, a quotation for the additional Equipment, Software and/ or services that are required to attain such compliance.
- 20.3 **INDEPENDENT CONTRACTOR.** It is understood that neither party is constituted an agent, employee or servant of the other party for any purpose whatsoever. Client shall conduct its business in its own name as an independent contractor and shall be solely responsible for its acts, conduct and expenses and the acts, conduct and expenses of its employees and agents.
- 20.4 **PRIOR DISCUSSIONS.** This Contract supersedes and cancels all prior discussions, Contracts and understandings with respect to the subject matter hereof between the parties, written, oral or implied.
- 20.5 **NOTICES.** Any notice required or contemplated by this Contract shall be in writing, delivered in person, by facsimile, courier or by registered mail with return receipt requested, addressed to the parties at their addresses hereinabove set forth, or at such other address as may from time to time be substituted therefore by notice in writing sent by the party changing its address.
- 20.6 **NO WAIVER.** Failure or delay on the part of Tait or Client to exercise any right, power, or privilege hereunder shall not operate as a waiver. If any provision of this Agreement is contrary to, prohibited by or held invalid by any law, rule, order, or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provisions not held to be invalid. Clause, section and paragraph headings used in this

Agreement are for convenience only and are not to be used to construe the provisions of this Agreement.

- 20.7 **ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other party. That party shall not unreasonably withhold, delay or condition its permission. There shall be no assignment of any Software license given hereunder. In conjunction with any agreed to assignment of this Agreement, Tait agrees to license the assignee pursuant to the terms set forth herein. A new License Fee may be required.
- 20.8 **SUBCONTRACTING.** Tait retains the right to subcontract, in whole or in part, any effort required to fulfill its obligations under this Agreement. Additionally, Tait may assign or subcontract any and all rights and obligations hereunder upon notification to the Client to (i) any Tait-affiliated company; (ii) a third party pursuant to any sale or transfer of all or part of Tait's assets or business; or (iii) a third party pursuant to or in connection with any financing, merger, consolidation, change in control, reorganization or other combination involving Tait.
- 20.9 **ENTIRE AGREEMENT.** This Agreement (and any Schedules, attachments, addenda, and supplements thereto), shall be the complete and exclusive statement of the agreement between the parties as to the subject matter of the Agreement, and shall be binding upon each of the parties hereto, their respective successors and, to the extent permitted, their assigns. Neither this Agreement nor any Schedules can be amended or otherwise modified, except as agreed to in a written instrument signed by the duly authorized representatives of both parties hereto.

21. ORDER OF PRECEDENCE

In the event there should be any conflict or ambiguity created between the provision of this Agreement, any Purchase Order, invoice, statement, whether written or oral, between Client and Tait, or subsequent agreements between the Parties dealing with the subject matter of this Agreement, the provisions of this Agreement shall control unless modified by a written instrument executed by each of the parties hereto.

22. SURVIVAL AND SEVERABILITY

- 22.1 All provisions of this Agreement which by their nature should apply beyond its term will remain in force after any termination or expiration of this Agreement including, but not limited to, those addressing the following subjects: Limitation of Liability, Inherently Safe Product, Confidentiality, Relationship of The Parties, Governing Law, Dispute Resolution, Survival, Defined Terms and Payment and extend to all media in which data and information may be stored or displayed.
- 22.2 In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

23. INTELLECTUAL PROPERTY WARRANTY

- 23.1 Because of the complexity of manufacturing techniques for electronic components and of the intellectual property rights pertaining thereto including software, Tait is unable to declare that the Equipment does not infringe the intellectual property rights of third parties. Tait will defend, at its own expense, any suit brought against the Client to the extent that it is based on a claim that the Equipment or Tait Software infringe a United States patent or copyright, and Tait will pay those costs and damages finally awarded against the Client in any such suit which are attributable to any such claim. If unfavorable judgment is rendered against Tait, Tait shall at its option take out a license from the said third party or shall modify the Equipment in such a way as to avoid infringement or replace the components or software with components or software of equivalent quality, functionality and performance. If such solution shall be impractical for economic and/or technical reasons Tait shall accept the return of the Equipment and refund the Client the Client's net book value for the Equipment deemed to infringe.

- 23.2 Tait’s obligations under Clause 23.1 shall only apply if the Client promptly notifies Tait, grants Tait sole control of the defense or settlement of the Claim and if appropriate settle the claim at Tait’s expense, gives Tait all available information, assistance and authority to enable Tait to defend or settle the claim at Tait’s expense and has not made any admission as to liability in relation to or compromising or agreeing to any settlement of any Claim without the prior written consent of Tait.
- 23.3 Tait’s obligations under Clause 23.1 will not apply to any claim, suit or any loss or damage (“Claim”) resulting from it to the extent that the Claim arises from: a. the combination or the use in combination of the Equipment with any other products or items not supplied or not previously approved by Tait; b. the possession or use of the Equipment (or any part of them) other than in accordance with the terms of the Agreement; c. the possession or use of the Equipment (or any part of them) by anyone other than Client or its authorized subcontractors; d. failure by Client to implement changes, replacements or new releases recommended by Tait where the infringement would have been avoided by such changes replacements or new releases; e. the modification or adjustments of the Equipment by anyone other than Tait or its approved suppliers.
- 23.4 Notwithstanding anything in this Agreement Tait will not be liable for any claim by the Client in relation to this Agreement unless the claim is received in writing by Tait within 3 months of the date of when the alleged claim ought reasonably to have come to the attention of the Client.
- 23.5 This Clause states the entire liability of Tait and the exclusive remedies for the Client for claims of infringement of third party intellectual property rights.

24. LIMITED WARRANTY

- 24.1 Tait makes no warranty or representation with respect to any of its products, their workmanship or merchantability, except those made under its standard limited warranty included in this Clause 24.
- 24.2 Warranty repairs shall only be undertaken by an Authorized Tait Service Center unless specifically authorized in writing by Tait. In cases where Tait authorizes the Client to undertake warranty repairs, Tait will replace faulty components free of charge. No reimbursement will be made with respect to labor.
- 24.3 Warranty shall start from final acceptance or Beneficial Use, whichever occurs first.
- 24.4 Tait warrants that it shall perform the Services in a professional and workmanlike manner, subject to a claim against this warranty being notified to Tait within 90 days of provision of the relevant Support Services. Client’s sole and exclusive remedy and Tait’s entire liability for such breach of the above warranty or any claim related to the Support Services shall be re-performance of the Support Services.
- 24.5 The Client acknowledges that while Tait may be called upon to give consultative advice under this Agreement and while Tait will use its reasonable endeavours to give the best advice it can to the Client, Tait advice is dependent upon inter alia the information supplied to Tait by the Client and third parties and accordingly the Client may make no claim against Tait or its personnel for the appropriateness of such advice.
- 24.6 Tait warrants to the original owner thereof all parts of every new Tait brand equipment purchased in the Continental United States or Canada to be free from manufacturing defects in materials or workmanship, as hereinafter provided, for the following periods:

Product	Warranty period starting on the date of purchase
Tait brand equipment and software.	Two years

Exceptions: <ul style="list-style-type: none"> • Accessories and batteries (12 months) • TP3 Radios (12 months) • TP2 Radios (12 months) 	
Any accessories or batteries.	One year
TP3300 and TP3350 Radios*	One year
TP2210 Radios*	One year

**With Option to purchase one year of Tait Assurance (upon extra charge) for a total of two years of warranty coverage.*

- 24.7 Tait will, at its option, repair or replace any equipment or software covered by this warranty, which becomes defective, malfunctions or otherwise fails to conform with this warranty under normal use and services during the term of this warranty, at no charge for parts or labour.
- 24.8 In order to obtain warranty service, the equipment, together with the original or a machine reproduction of the bill of sale or other dated, proof-of-purchase document describing the equipment, must be delivered to Tait in the Continental United States or Canada at the owner's expense. Any evidence of alteration, erasing or forgery of proof-of-purchase documents will be cause to void the warranty.
- 24.9 This warranty does not cover defects, malfunctions or failures resulting from shipping or transit accidents, abuse, misuse, operation contrary to furnished instructions, operation to incorrect power supplies, operation with faulty associated equipment, modification, alteration, improper servicing, tampering and normal wear and tear. Equipment on which the serial number has been defaced or removed shall not be eligible for warranty service. Should any equipment or software submitted for warranty service be found ineligible therefor, an estimate of repair cost will be furnished, and the repair will be accomplished if requested by the owner upon receipt of payment or acceptable arrangements for payment. Software operation is warranted only with the operating system for which it was designed and only on Tait brand software. At Client's cost, and if applicable, Warrantor will use commercially reasonable efforts to enforce any software warranty provided by any third-party software copyright owner. Warrantor does not warrant that the functions contained in the software will meet Client's requirements or that the operation of the software will be uninterrupted or error free.
- 24.10 This is the only warranty applicable to Tait brand equipment products or software; Tait neither assumes nor authorizes anyone to assume for it any other warranty. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF NON-INFRINGEMENT AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF WARRANTOR. WARRANTOR'S LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING WARRANTOR'S NEGLIGENCE, ALLEGED DAMAGED OR DEFECTIVE GOODS, WHETHER SUCH DEFECTS ARE DISCOVERABLE OR LATENT, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT. IN NO EVENT SHALL WARRANTOR BE LIABLE FOR LOSS OF USE, COMMERCIAL LOSS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER.
- 24.11 Warranties given in this Clause 24 are unique to and may not be assigned or transferred in whole or in part by, Client.

25. DEFINED TERMS

Capitalized terms used in this Agreement and not otherwise defined within the Agreement have the following meanings:

Agreement	Means, collectively: the agreement document signed by the parties, any exhibit, schedule, appendix, or addendum attached to or forming part of such signed document; and any other document, or portion thereof, that is expressly incorporated by reference in any document referred in this definition.
Beneficial Use	means when Client first uses the System or a Subsystem for operational purposes (excluding training or testing or by written permission from System Integrator).
Business Hours	Under this Agreement, Business Hours means 8.30am-5pm Monday to Friday, excluding Public Holidays where the service desk is located which is servicing the Client. Tait service desks are located in Brisbane and Melbourne servicing Australian Clients. Christchurch servicing New Zealand Clients. Houston (Texas) servicing North and South American Clients. Huntingdon (UK) servicing U.K, Europe, Middle East and African Clients.
“Communications System” or “System”	means the communications system described in this Agreement, including the Equipment and Software described in System Description in this Agreement.
Confidential Information	<p>Means any information which the disclosing Party disclose to the receiving Party in confidence, or which the receiving Party knows or ought to know is confidential BUT will exclude any part of such information which:</p> <ul style="list-style-type: none">(i) is or becomes common knowledge without breach of this Agreement by the receiving Party; or(ii) was in the possession of the receiving Party or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing Party and was not previously acquired by the receiving Party from the disclosing Party under an obligation of confidence; or(iii) has been developed by or for the receiving Party at any time independently of any information disclosed to it by the disclosing Party; or(iv) the receiving Party obtains or has available from a source other than the disclosing Party without breach by the receiving Party or such source of any obligation of confidentiality or non-use towards the disclosing Party; or(v) is disclosed by the disclosing Party to a third party without restriction on disclosure or use; or(viii) is disclosed by the receiving Party with the prior written approval of the disclosing Party.
Critical Spares	The required critical spares for the System as set out in Paragraph 8.4 of Section B.

Equipment	means the equipment specified in the Quote. Equipment includes infrastructure and user equipment (mobile, portables).
First Line Support	The first level of support group involved in the resolution of Incidents. Client First Line Support obligations are described in Clause 4.1 of this Agreement.
Force Majeure	means any event or circumstance which is beyond the reasonable control of a Party and which results in or causes the failure of that Party to perform any of its obligations under this Agreement, including but not limited to: (a) declared or undeclared war, threat of war, terrorist act, blockage, revolution, riots, insurrection, armed conflict, civil disturbance, epidemic, pandemic or disease, sabotage, act of vandalism, hostilities or other commotions, public emergencies, embargoes, strike, lock-out or other industrial disturbance, Act of God, lightning, earthquake, storm, flood, natural disasters, fire, explosion, accident, act of public enemy, industrial dispute, failure of third party suppliers to deliver parts and components, disruptions in the supply and/or distribution chain, or any other cause beyond Tait's reasonable control; (b) Any regulation, rule, restraint, or act, intervention or request of any Government, Governmental agency, Parliament, legislation, provided however that lack of funds will be deemed not to be a matter beyond the reasonable control of the Party concerned.
Hardware	Means any equipment, wiring, and other physical components of a computer or other electronic system.
Incident	An incident is any event which is not part of the standard operation of the System and which causes, or may cause, an interruption or a reduction of the quality of the service provided by the System.
Online Client Service Portal	A web-based application for the Client to interact and receive information from Tait.
Order	Means a purchase order: <ul style="list-style-type: none"> (i) issued by the Client to Tait for Purchase of Products; (ii) the terms and conditions of which will be the terms of this agreement (unless otherwise agreed in writing between the Parties); and (iii) which will form a binding and enforceable contract between the Client and Tait, once the order is accepted by Tait in accordance with this Agreement.
Partner Product or Third-Party Product	Product sourced by Tait from a third party and sold by Tait as part of the Solution

Priority Category used to identify the relative importance of an Incident, Problem or change requested by the Client pursuant to the Supply Agreement. Priority is based on impact and urgency, and is used to identify required times for actions to be taken.

Priority 1 Priority 1 – Critical: In relation to the network provided by the System, conditions exist that severely affect service, capacity/traffic capability and require immediate corrective action regardless of time of day or day of week as viewed by the Client. For Terminals, it means a defect that is likely to result in hazardous or unsafe conditions, where the user’s life may be at risk.

Priority 2 Priority 2 - Major: In relation to the network provided by the System, conditions exist that seriously affect System operation maintenance and administration of the System and require immediate attention as viewed by the Client. The urgency is less than in critical situations because of a lower immediate or impending effect on System performance, Clients and the Client operations and revenue.

For Terminal Products, it means a defect that is likely to result in failure of the essential performance, critical functionality or usability of the Product.

Priority 3 Priority 3 - Minor: In relation to the network provided by the System conditions exist that do not significantly impair the functions of the System and do not significantly affect service to Clients. These Problems or Incidents are not traffic impairing. For Terminals, it means a defect that is not likely to substantially reduce the essential performance, critical functionality or usability of the Product.

A Priority 1 or Priority 2 issue may be reclassified as Priority 3 if there is a workaround in place resulting in a Priority 3 classification.

Priority 4 Priority 4 – Advisory: There is a minor issue or an opportunity for product improvement. This issue does not affect the making of calls on the network provided by the System.

There is a minor inconvenience to the user, but the Product and feature / functionality still operates within specification. Client requests more information or an explanation.

Problem A condition often identified as a result of multiple Incidents that exhibit common symptoms. Problems can also be identified from a single significant Incident, for which the cause is unknown, but which significantly impacts service or Product availability.

“Quote” and/or means that, in response to Client’s request for an order, quote or equipment, Tait will issue to Client a written quote for the equipment (a “Quote”). To order equipment from Tait which are described in a Quote, Client must then submit a Purchase Order (“Purchase Order”).

“Purchase Order” A Purchase Order shall be deemed accepted and binding on Tait without further action if:

- (i) it is received within 30 days of the date of the Quote; and
- (ii) it contains no alteration of any term or condition stated in the Quote.

Oral or written statements made by either party which conflict with or add terms or conditions to a Purchase Order shall not constitute a part of a Purchase Order unless confirmed in writing by both Client and Tait. Any new terms or alterations will require Tait to issue a new Quote in accordance with the process outlined herein.

Release	A new version of previously released standard software made available for use by Clients
Response Time	Commences when Client reports an Incident to the Service Desk and ends when a suitably qualified Tait Client Support Engineer contacts Client.
Restoration or Resolution	Means providing a fix, Workaround or replacement Product which re-stabilizes the System or Product (as applicable) and allows normal traffic levels or functionality to resume.
Restoration Time	Commences when Client reports an Incident to the Service Desk and ends when the Product or System is re-stabilized and carrying normal traffic levels which may be via a workaround or replacement Product(s) as applicable.
Second and Third Line Support	The Support Services provided by Tait (or its subcontractors) following the notification of an Incident or Problem by Client in accordance with its First Line Support obligations.
Service Desk	The single point of contact service desk between the Tait and the Client.
Service Request	A request from a Client for information or advice, or for a Standard change to the scope of the Support Services.
Site	Means the sites set out in Section A of Attachment 1- LFUCG TN9400 System Migration Plan of this Agreement.
Software	<p>Means any computer program, firmware or other software included in a Product, which includes Tait and any Non-Tait Software that may be furnished with the Communications System.</p> <p>“Tait Software” means software whose copyright is owned by Tait.</p> <p>“Non-Tait Software” means software whose copyright is owned by a party other than Tait.</p>

Supply Agreement		The agreement between Tait and the Client specifying the terms and conditions for the supply of the Products and / or System (this Agreement).
Fee		means the fees payable by Client for the services as set out in Clause 3 of this Agreement. Includes, but is not limited, to: (i) Trademarks of which Tait or any Tait Related Party is the proprietor and which are applied to the Products; (ii) The trade name and logo "Tait", "TAIT", "Tait Radio Communications" or any agreed logo, under which Tait or any Tait Related Party sells its products;
Tait Property	Intellectual	(iii) Know-how, being technical and other information or experience or trade secrets devised, developed or acquired by Tait or any Tait Related Party and applied in the manufacture, assembly and sale of the Products; (iv) Copyright held by Tait or any Tait Related Party in any written material, plans, designs or other work relating to the manufacture, assembly and sale of the products; (v) Designs, whether or not registered or protected by copyright, devised or acquired by Tait or any Tait Related Party and applied in the manufacture, assembly and sale of the Products; and (vi) All software, object or source code installed in the Products or supplied with the Products.
Terminal		Means a Product which is either a portable radio or a mobile radio supplied by Tait under the Supply Agreement also known as a 'subscriber unit' in the communications industry.
Warranty		Means the warranty provided by Tait to the Client in relation to the Products under this Agreement.
"Will" and "shall"		means must.
Workaround		Reducing or eliminating the impact of an Incident or Problem for which a full Resolution is not yet available. For example, by restarting a failed configuration item.

26. TAIT LIMITED SOFTWARE LICENSE [PLEASE READ]

The following section pertains to all media containing or relating to Tait product software and firmware and shall supersede any other agreement of the parties for the purpose of the Software:

Tait General Software License Agreement

This Software License Agreement ("Agreement") is between you ("Licensee") and Tait International Limited ("Tait").

By using any of the Software items embedded and pre-loaded in the related Tait Designated Product, included on CD, downloaded from the Tait website, or provided in any other form, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not install or use any of the Software. If you install or use any of the Software, that will be deemed to be acceptance of the terms of this Agreement.

For good and valuable consideration, the parties agree as follows:

Section 1 **DEFINITIONS**

"Confidential Information" means all or any information supplied to or received by Licensee from Tait, whether before or after installation or use and whether directly or indirectly pertaining to the Software and Documentation supplied by Tait, including without limitation all information relating to the Designated Products, hardware, software; copyright, design registrations, trademarks; operations, processes, and related business affairs of Tait; and including any other goods or property supplied by Tait to Licensee pursuant to the terms of this Agreement.

"Designated Products" means products provided by Tait to Licensee with which or for which the Software and Documentation is licensed for use.

"Documentation" means product and software documentation that specifies technical and performance features and capabilities; user, operation, and training manuals for the Software; and all physical or electronic media upon which such information is provided.

"Executable Code" means Software in a form that can be run in a computer and typically refers to machine language, which is comprised of native instructions the computer carries out in hardware. Executable code may also refer to programs written in interpreted languages that require additional software to actually execute.

"Intellectual Property Rights" and "Intellectual Property" mean the following or their substantial equivalents or counterparts, recognized by or through action before any governmental authority in any jurisdiction throughout the world and including, but not limited to all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation; including any adaptations, corrections, de-compilations, disassembles, emulations, enhancements fixes, modifications, translations and updates to or derivative works from, the Software or Documentation, whether made by Tait or another party, or any improvements that result from Tait processes or, provision of information services.

"Licensee" means any individual or entity that has accepted the terms of this License.

"Open Source Software" means software with freely obtainable source code and license for modification, or permission for free distribution.

"Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

"Person" means any individual, partnership, corporation, association, joint stock company, trust, joint venture, limited liability company, governmental authority, sole proprietorship, or other form of legal entity recognized by a governmental authority.

"Security Vulnerability" means any flaw or weakness in system security procedures, design, implementation, or internal controls that if exercised (accidentally triggered or intentionally exploited) could result in a security breach such that data is compromised, manipulated, or stolen, or a system is damaged.

“Software” (i) means proprietary software in executable code format, and adaptations, translations, de-compilations, disassembles, emulations, or derivative works of such software; (ii) means any modifications, new versions and new releases of the software provided by Tait; (iii) means any upgrades, enhancements or other functions or features to the Software provided by Tait; and (iv) may contain one or more items of software owned by a third-party supplier. The term “Software” includes the applicable “Software Key” and does not include any third-party software provided under separate license or not licensable under the terms of this Agreement.

“Source Code” means software expressed in human readable language necessary for understanding, maintaining, modifying, correcting, and enhancing any software referred to in this Agreement and includes all states of that software prior to its compilation into an executable program.

“Software Key” means a code or key that is supplied by Tait to access, enable and use the Software or certain functions or features of the Software.

“Tait” means Tait International Limited and includes its Affiliates.

Section 2 **SCOPE**

This Agreement contains the terms and conditions of the license Tait is providing to Licensee, and of Licensee’s use of the Software and Documentation. Tait and Licensee enter into this Agreement in connection with Tait delivery of certain proprietary Software and/or products containing embedded or pre-loaded proprietary Software.

Section 3 **GRANT OF LICENSE**

- 3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Tait grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7), and non-exclusive license to use the Software in executable code form, and the Documentation, solely in connection with Licensee's use of the Designated Products for the useful life of the Designated Products. This Agreement does not grant any rights to source code.
- 3.2. The Licensee acknowledges that one or more Software Keys may be required from Tait for the Software or certain functions or features of the Software. The Licensee may only access, enable and use such Software or functions or features of the Software with Software Keys issued by Tait. Tait may provide the Licensee with a Software Key for the Software or certain functions or features of the Software agreed to by the parties as part of this Agreement. The Software Key may control the functions or features of the Software licensed in accordance with this Agreement. The Licensee’s license to the Software Key is limited to a license to use the Software Key only to access, enable and use the Software or certain functions or features of the Software that Tait has agreed to provide to the Licensee and only in accordance with the Documentation.
- 3.3. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not in this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the any applicable Open Source Software Licenses, the terms and conditions of the Open Source Software Licenses will take precedence. For information about Open Source Components contained in Tait products and the related Open Source licenses, see: <https://www.taitradio.com/opensource>.

Section 4 **LIMITATIONS ON USE**

- 4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," "service bureau" basis, or for any other similar commercial rental or sharing arrangement.

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Quotation

Tait North America Inc
15352 Park Row Drive
Houston
Texas 77084
United States of America

BILL OF MATERIALS
PRICING PROVIDED SEPERATELY



For the attention of:

Client: LFUCG - TN9400 Migration
Quote Number: 111260_20230309
Total Price:
Currency: USD
Date: Thursday, March 9, 2023
Project Name: Lexington-Fayette, KY Airbus Managed Service Contract
Project Description: Airbus (Vesta) migration to TN9400 P25 Trunking Radio System
P25 Phase 1, 800MHz
1 Simulcast Cell, 5-sites, 10-channels
1 Multicast Cell, 1-site, 4-channels -> 4

Incoterms: CP TAM
Validity: 30 Calendar Days

Prepared by: Mark Reeves

Section	Build With	Rack With	Part Number	Description	SA	Qty	Unit List	Discount	Unit Sell	Ext'd Sell	Section Total
100				RFSS Servers and Site Controllers for Simulcast Cell #1							1
100.01			TN9400-1001-0000-0000-10	P25 RFSS & Site Cntrfr HI Level AC	Y	2					
100.02			TNASS24	License Trunk P25 RFSS/SC - Express6 RFSS Site Cntrfr & HA	Y	1					
100.03			TNASS02	License P25 Trkd RFSS - Enable IP & OTAP	Y	1					
100.04			TNASS05	License P25 Trkd RFSS - CSI Console System	Y	1					
100.05			TNASS06	License P25 Trkd RFSS - Voice Recorder	Y	2					
100.06			TNASS08	License P25 Trkd RFSS - ISSI Inter System	Y	1					
100.07			TNASS09	License P25 Trkd RFSS - Analog Gateway	Y	20					
100.08			TNASS16	License P25 Trkd System Transceiver	Y	54					
101				BGA Multicast Site Controller							1
101.01			TN9400-3001-0000-0000-10	P25 SC - Controller High Level 110-230VAC	Y	1					
101.02			TNASS25	License Trunk P25 SC - Express6 Site Cntrfr & HA	Y	1					
110				Tait Enable							1
				EnableMonitor							
110.01			TE1000-0201-0001-ABAB-10	E-Monitor Svr AC Ess 250 net devices 1yr main	Y	1					
				EnableInsight							
110.02			TE1004-2110-1010-2102-10	EnableInsight Small NW (<=24 Channels)	Y	1					
900				Services for LEX Migration to TN9400							1
900.01			SVF-PMN	Services - Project Management		1					
900.02			SVF-SYS	Services - System Design		1					
900.03			SVF-COM	Services - Commissioning		1					
900.04			SVF-SAT	Services - Site/Syst Acceptance Testing		1					
900.05			L-T&L	Travel and Lodging		1					
920				Training							1
920.01			SVF-TDL	Services - Training Delivery		10					
940				Tait Advantage							1
				Tait Advantage							
940.01			SRVADV-INW-TAM-1	Tait Advantage TAM Yr#1 Infra No Warrant		1					
940.02			SRVADV-INW-TAM-2	Tait Advantage TAM Yr#2 Infra No Warrant		1					
940.03			SRVADV-INW-TAM-3	Tait Advantage TAM Yr#3 Infra No Warrant		1					
940.04			SRVADV-INW-TAM-4	Tait Advantage TAM Yr#4 Infra No Warrant		1					
940.05			SRVADV-INW-TAM-5	Tait Advantage TAM Yr#5 Infra No Warrant		1					
940.06			SRVADV-INW-TAM-6	Tait Advantage TAM Yr#6 Infra No Warrant		1					
940.07			SRVADV-INW-TAM-7	Tait Advantage TAM Yr#7 Infra No Warrant		1					
940.08			SRVADV-INW-TAM-8	Tait Advantage TAM Yr#8 Infra No Warrant		1					
940.09			SRVADV-INW-TAM-9	Tait Advantage TAM Yr#9 Infra No Warrant		1					
940.1			SRVADV-INW-TAM-10	Tait Advantage TAM Yr#10 Infra No Warrant		1					
				Extended Hardware Maintenance							
940.11			EPW-INF-TAM-1	Extended Warranty TAM Infrastructure Yr#1		1					
940.12			EPW-INF-TAM-2	Extended Warranty TAM Infrastructure Yr#2		1					
940.13			EPW-INF-TAM-3	Extended Warranty TAM Infrastructure Yr#3		1					
940.14			EPW-INF-TAM-4	Extended Warranty TAM Infrastructure Yr#4		1					
940.15			EPW-INF-TAM-5	Extended Warranty TAM Infrastructure Yr#5		1					
940.16			EPW-INF-TAM-6	Extended Warranty TAM Infrastructure Yr#6		1					
940.17			EPW-INF-TAM-7	Extended Warranty TAM Infrastructure Yr#7		1					
940.18			EPW-INF-TAM-8	Extended Warranty TAM Infrastructure Yr#8		1					
940.19			EPW-INF-TAM-9	Extended Warranty TAM Infrastructure Yr#9		1					
940.2			EPW-INF-TAM-10	Extended Warranty TAM Infrastructure Yr#10		1					
				HW refresh at year 5							
940.21			TN9400-1001-0000-0000-10	P25 RFSS & Site Cntrfr HI Level AC	Y	2					
940.22			TN9400-3001-0000-0000-10	P25 SC - Controller High Level 110-230VAC	Y	2					
940.23			005-00228-00	SERVER Dell PowerEdge R250 (EnableMonitor)	Y	1					
940.24			005-00230-00	SERVER Dell PowerEdge R250 (EnableInsight)	Y	1					
940.25			005-00232-00	SERVER Dell R450 AC M5 SQL 2019 Std 5 User CAL (EnableInsight)	Y	1					
				SA - EnableMonitor							
940.26			TEMMC101	Tait EnableMonitor <250 dev Soft Maint		10					
				<i>*required Software maintenance after first year</i>							
				SA - EnableInsight							
940.27			TEIS101	EnableInsight Sml N/W S&M Yearly		10					

<i>*required Software maintenance after first year</i>				
942	Avtec ScoutCare			1
942.01	Year 1	ScoutCare Year 1		1
942.02	Year 2	ScoutCare Year 2		1
942.03	Year 3	ScoutCare Year 3		1
942.04	Year 4	ScoutCare Year 4		1
942.05	Year 5	ScoutCare Year 5		1
942.06	Year 6	ScoutCare Year 6		1
942.07	Year 7	ScoutCare Year 7		1
942.08	Year 8	ScoutCare Year 8		1
942.09	Year 9	ScoutCare Year 9		1
942.1	Year 10	ScoutCare Year 10		1
	<i>*Covers ScoutCare only (tech support, software maintenance, training, and firmware updates)</i>			
950	Licenses			1
	P25 Phase 2 Upgrade Licenses			
950.01	TNASS13	License P25 Trkd Site Phase2	Y	2
950.02	TBAS066	SFE Key - Trk Phase 2 Operation (94)	Y	54
950.03	TBAS069	SFE Key - Simulcast Enable Phase 2 (94)	Y	54
	Redundant Site Controller			
950.04	TN9400-3001-0000-0000-10	P25 SC - Controller High Level 110-230VAC	Y	1
	EnableProduct			
950.05	TNS121-0000-10	KMF Server Package AC PSU	Y	1
950.06	TKAS101	KMF SFE Key -1-150 Devices	Y	1
950.07	TKAS102	KMF SFE Key -151-1000 Devices	Y	1
	TKAS103	KMF SFE Key -1001-4000 Devices	Y	0
	EnableFleet			
950.08	TE1001-0201-0213-1C00-10	E-Fleet Std 3000 Devices AC	Y	1
	SA - EnableFleet			
950.09	TEFMC102	EnableFleet P25 S&M -TEFS102 <3000 dev		10
	<i>*required Software maintenance after first year</i>			
Total System				

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

AGREED BY: LFUCG

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

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

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

ATTESTED BY:

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



SECTION 4

TN9400 SYSTEM

MIGRATION

**TAIT PROPOSAL TO LEXINGTON-FAYETTE URBAN
COUNTY KENTUCKY COUNTY-WIDE COMMUNICATIONS**

CONFIDENTIAL

System Migration Procedure

TN9400 P25 Trunking Radio System Lexington-Fayette Urban County Government, Kentucky (LFUCG)



Issue v.1.0 • 12 March 2023

CONTACT INFORMATION

Tait Communications Corporate Head Office

Tait Limited
P.O. Box 1645
Christchurch
New Zealand

For addresses and telephone numbers of regional offices, refer to <http://www.taitcommunications.com>.

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CONTENTS

PREFACE	4
Purpose.....	4
Scope.....	4
Publication Record	4
Document Status.....	4
1. MIGRATION OVERVIEW	5
1.1 Preparation	5
1.2 Testing Migration.....	5
1.3 Full Core Network / User Migration	5
2. CONFIGURATION OVERVIEW	6
2.1 Existing Network	6
2.2 TN9400 P25 System Parameters	11
2.3 TB91/TB9400 Repeaters	11
2.4 Subscriber Radio Configuration	12
2.5 Tait Enable Suite.....	12
2.5.1 Tait EnableInsight	12
3. CORE NETWORK UPGRADE PROCEDURE	13
3.1 Preparation	13
3.1.1 System Audit.....	13
3.1.2 Equipment Issues	14
3.1.3 TB91/TB9400 Firmware Pre-Deployment.....	14
3.2 Testing Migration	17
3.2.1 TN9400 Core Network Server Deployment	17
3.2.2 Test Channel Migration	18
3.2.3 Console Interfaces	20
3.2.4 Voice Recorder Interfaces	22
3.2.5 System Testing.....	23
3.3 Core Network Migration	23
3.3.1 TN9400 Core Network Server Preparation	23
3.3.2 Test Channel Migration	24
3.3.3 Console Interfaces Preparation	24
3.3.4 Voice Recorder Interfaces Preparation.....	24
3.3.5 User Migration.....	25
3.3.6 Post Migration Monitoring.....	30
3.3.7 Post Migration RFSS ID Configuration	30
3.3.8 Post Upgrade Daily Checklist	31

PREFACE

Purpose

This document describes the procedure required to migrate the Lexington-Fayette Urban County Government (LFUCG), Kentucky, existing VESTA Network Controllers to a Tait TN9400 Core.

Please note that this document is a template based on high-level assumptions and recommendations from previous customer migration efforts. To create a complete system migration customized for LFUCG, Tait requires details about network operations and traffic distribution. Therefore, this document is not considered final and is subject to modification through the design process.

Scope

This document outlines procedures to migrate the LFUCG existing VESTA core network equipment and any applicable integrated 3rd party systems supplied by Motorola VESTA.

Publication Record

Author	Peter Ungar
Issue	v1.0
Document Status	Draft
Date	March 30, 2022

Document Status

Issue	Date	Signature	Comment
1.0	March 18, 2022	Peter Ungar	Draft

1. MIGRATION OVERVIEW

1.1 Preparation

The preparation stage involves work that can be carried out before the migration begins, this involves tasks that are not system impacting and can be accomplished remotely.

1.2 Testing Migration

The TN9400 system configuration will be modified to prevent Users from attempting to register on the new core and a small number of channels will be removed from the live system and integrated into the new TN9400 core. This allows for functional testing.

1.3 Full Core Network / User Migration

Following completion of the testing phase, Live Traffic will be migrated to the TN9400 core on a per-group basis, the order of groups will be coordinated with LFUCG to allow for low-risk Users to transition first to allow for further testing and verification prior to high-risk Users migrating between the systems.

2. CONFIGURATION OVERVIEW

2.1 Existing Network

The existing P25 System high-level architecture is provided in the diagram below.

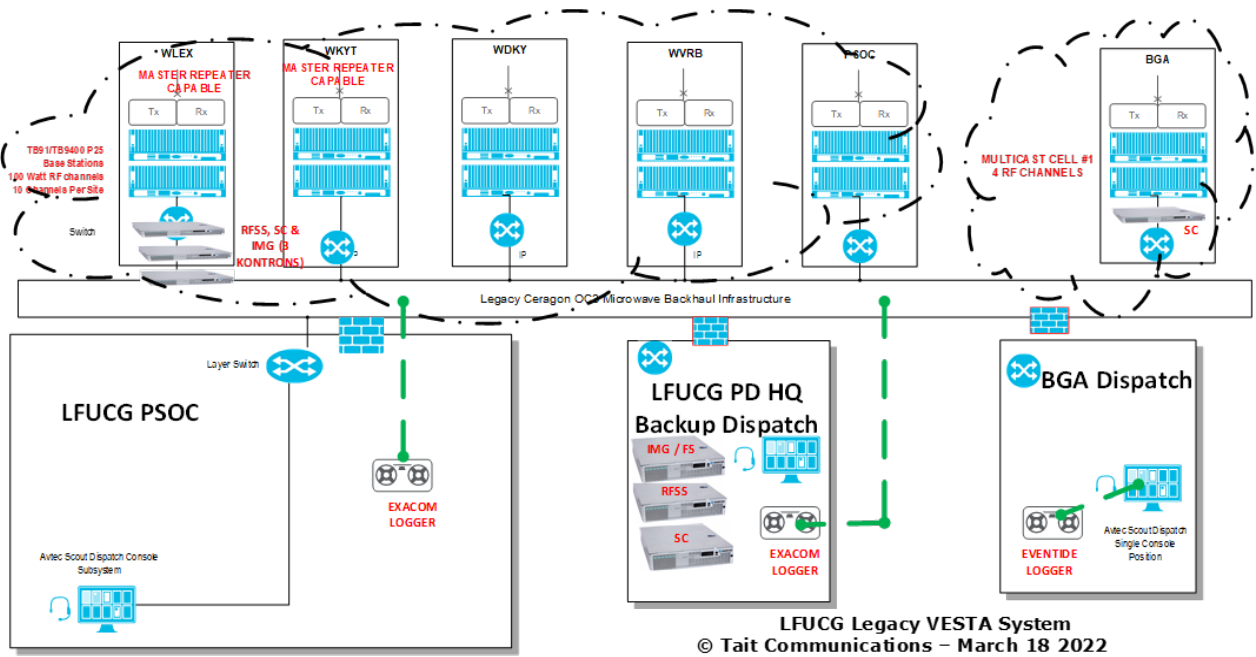


Figure 1: LFUCG P25 System High-Level Architecture

The LFUCG System is believed to be configured as below:

- Single RFSS with redundant servers
- Management / Control Sites
 - WLEX
 - Simulcast Site Controller
 - RFSS System Controller
 - Collocated File & IMG Server
 - WLEX VPGate Console Controller
 - NTP Server
 - Ceragon NetMaster
 - LFUCG PD HQ
 - Simulcast Site Controller
 - RFSS System Controller
 - Two (2) VPGate Console Controllers
 - PD VPGate 1
 - PD VPGate 2
 - IMG Server
 - Alarm Management Server
 - APM Server
 - LFUCG PD Dispatch Center consisting of Avtec Scout Dispatch Consoles
 - VPN Firewall
 - PSOC
 - PSOC Dispatch Center consisting of Avtec Scout Dispatch Consoles
 - BGA [Blue Grass Airport]
 - Multicast Site Controller
 - BGA VPGate Console Controller that is collocated/hosted on the single (1) Avtec Scout Dispatch Console
- Five (5) Simulcast Radio Sites
 - WLEX [Central Voter Site]
 - WKYT [Backup Central Voter Site]
 - WDKY
 - WVRB
 - PSOC
- One (1) Multicast Radio Site
 - BGA [Blue Grass Airport]
- Three (3) Transportable Dispatch Consoles
 - Two (2) at Police Technical Services Unit [TSU]
 - One (1) at LFUCG Fire Dispatch

The LFUCG VESTA P25 System has seven (7) Kontron CG2300's distributed as shown below in Figure 2:

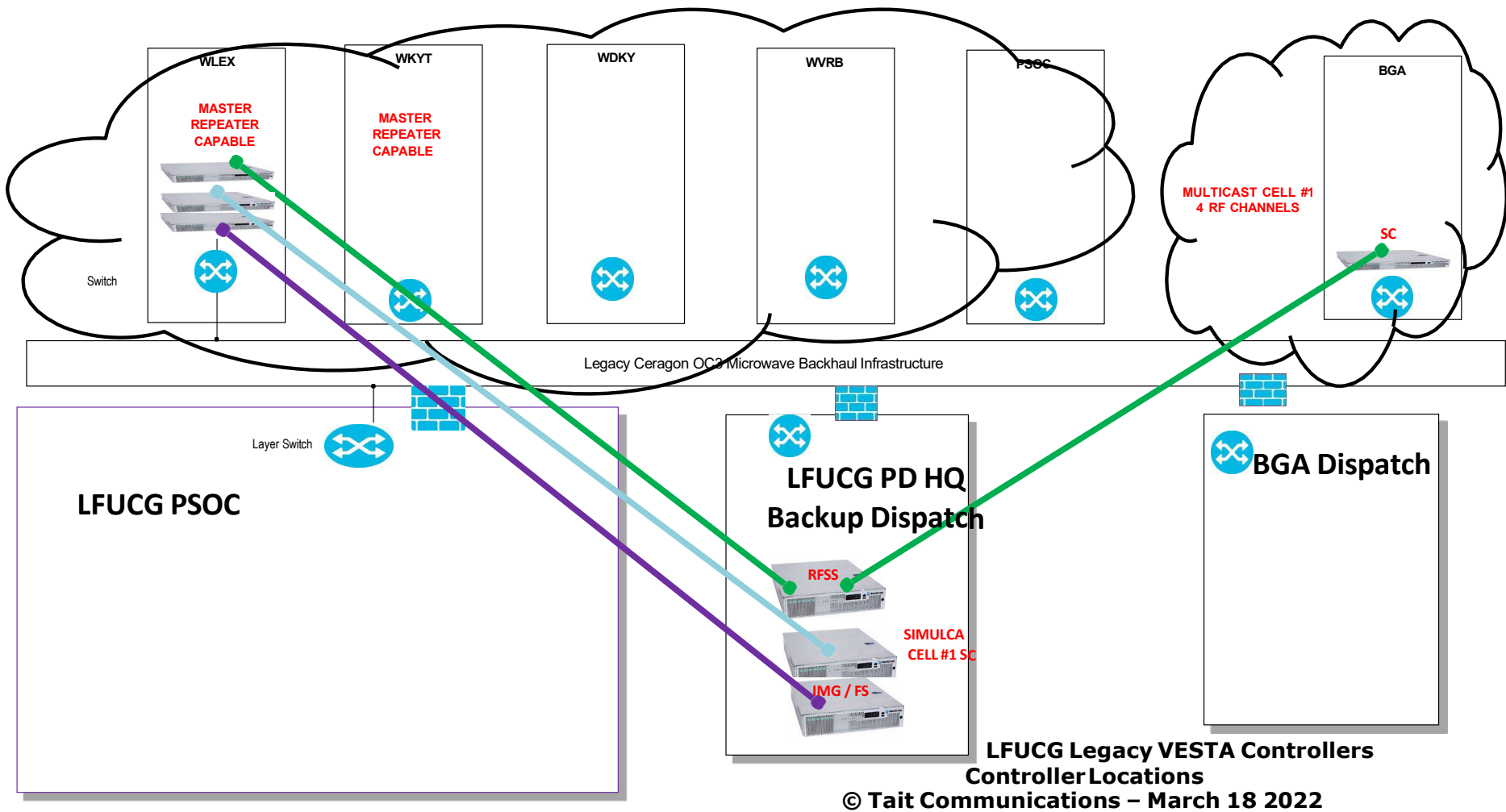


Figure 2: LFUCG VESTA P25 Distribution and Location of the seven (7) VESTA Kontron CG2300 Servers

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The Tait P25 Phase 1 Trunked Radio System Controllers are also based on the Kontron CG2x00 Server, however, the structure and design of the Tait Solution requires only four (4) Kontron CG2x00 Servers. A key feature of the Tait software structure is that a Single Kontron CG2x00 can work as both the RFSS and the Simulcast Cell #1 Site Controller. It can also be deployed in a HA [High Available] Geo-Redundant Configuration to eliminate a potential Single Point of Failure.

For the BGA Multicast Cell, Tait is proposing two (2) Multicast Cell #1 Site Controllers in a Local Redundant Configuration.

Figure #3 below shows the Distribution and Location of the four (4) Tait Kontron CG2x00 Servers. Once the existing VESTA System is fully decommissioned, LFUCG can use the Surplus VESTA Controllers as Spares for the Tait System subject to a review of the VESTA Configuration and Provisioning to ensure that they are comparable to the Tait Controllers.

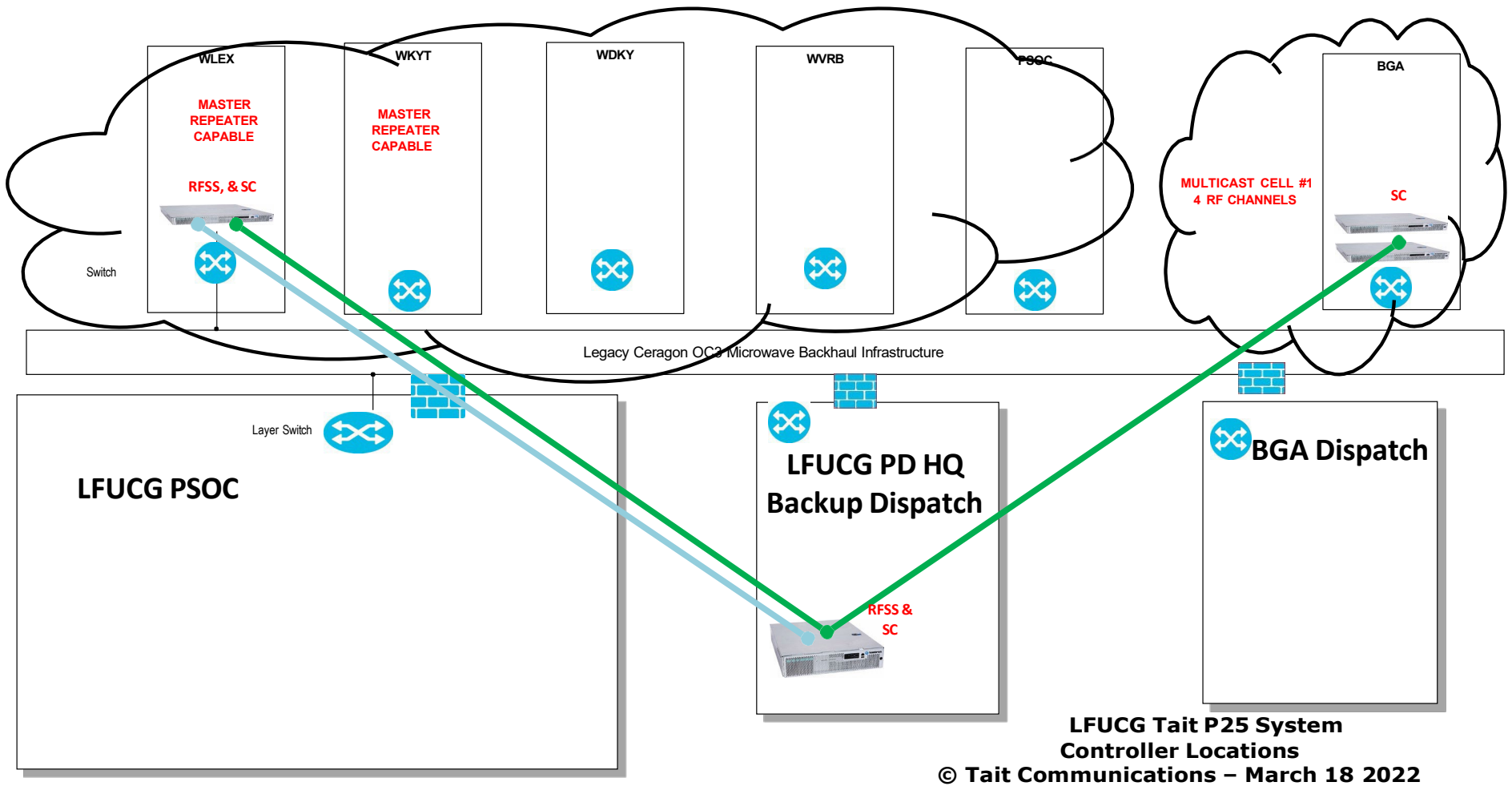


Figure 3: LFUCG Tait P25 Distribution and Location of the four (4) Tait Kontron CG2300 Servers

This proposal is confidential and includes Tait Communications' proprietary information. It is intended solely for the information and use of Lexington-Fayette Urban County Government (LFUCG), Kentucky, and cannot be used, reproduced, or disclosed to any other parties for any purpose without the expressed written permission of Tait Communications. This proposal is submitted for preliminary consideration only. A commercially binding proposal will be provided following a comprehensive system evaluation and in conjunction with a mutually agreed statement of work.

2.2 TN9400 P25 System Parameters

The TN9400 core and associated TB91/TB9400 repeaters will initially be configured with a different NAC (Network Access Code) to restrict access during the migration test phase in order to prevent active traffic from utilizing the system. Only subscriber radios with the required programming will be allowed to register on the new core during the migration/test phase. During the migration of Users onto the new core, the Site IDs will remain in the “Migration” configuration to allow the systems to continue to run in parallel, once the migration of Users is complete, a configuration update will be made to return the Site ID’s to the “LFUCG” configuration to align with the existing configuration of the Subscriber Equipment.

Parameter	Migration (Test) Configuration	LFUCG (Final) Configuration
WACN	0x92763	599732 decimal 926B4 hex
SYSTEM ALIAS		LEX
SYSTEM ID	0xD66	1054 decimal 41E hex
RFSS ALIAS		LEX RFSS
RFSS ID	0x02	1 decimal 1 hex
NAC	0x001	Currently Unknown

2.3 TB91/TB9400 Repeaters

The TB91/TB9400 repeaters will require a firmware upgrade when they are migrated if they are not currently at a supported version. Version 4.00 or 4.09 (or later) is required to interface to the TN9400 core network.

2.4 Subscriber Radio Configuration

Any radio participating in the migration/test phase requires the following programming:

TP9100/TM9100

Channel Profiles > P25 Trunking form > Advanced tab (P25 Trunking) > Alternate NAC – 0x001

TP9400/TM9400

Channel Profiles > P25 Trunking form > Advanced tab (P25 Trunking) > Restrict NAC by System Identity – Cleared

Examples of 3rd party radios should be included in the functional testing to verify those radios will continue to operate correctly on the new TN9400 core.

2.5 Tait Enable Suite

2.5.1 Tait EnableMonitor

The Tait EnableMonitor Subsystem will be installed and commissioned once the TN9400 core network servers have been enabled during the Testing Migration phase.

2.5.2 Tait EnableInsight

The Tait EnableInsight server will be installed and commissioned once the TN9400 core network servers have been enabled during the Testing Migration phase.

3. CORE NETWORK UPGRADE PROCEDURE

3.1 Preparation

3.1.1 System Audit

□ Audit all system components and record the current software version in the following table, check the current health of the equipment, and note any issues discovered. Save and archive the current configuration of each item.

System/Device	Current Version	Health
Existing VESTA Core Network Controllers		
TB9100 Base Stations / Repeaters		
TB9400 Base Stations / Repeaters		
Spectracom SecureSync Timing References		
Network Switches / Routers		
TP9100 Portable Radios		
TM9100 Mobile Radios		
TP9400 Portable Radios		
TM9400 Mobile Radios		
TP9600 Portable Radios		
Avtec Scout Dispatch Console Sub-System including the VPGates		

3.1.2 Equipment Issues

Capture any issues discovered in 3.1.1 System Audit and note the impact/risk.

Item	Description	Impact/Risk	Resolution

3.1.3 TB91/TB9400 Firmware Pre-Deployment

It is Tait's understanding that the current system is comprised of a mix of TB9100 and TB9400 repeaters.

The task of uploading firmware to the TB9100 base stations is service impacting, the repeaters must be taken out of service during the upload and activation process. If required, the upgrade can be completed before the system migration assuming that the current VESTA core network supports the new version of TB9100 firmware. If not, the firmware upgrade will be completed as each RF resource is moved between the core networks.

Using the CSS / Web UI, complete for the firmware upgrade on each TB9100 in the system.

The task of uploading firmware to the TB9400 base stations is not service impacting, this can be completed ahead of the scheduled maintenance window. Upload and Activation are separate processes on the TB9400, the new firmware version will not be applied until activated.

Using the WebUI upload all required upgrade files to each TB9400 in the system. At this time the target firmware version is 3.20.

LFUCG Simulcast Cell #1

	TB91/TB9400 CH1	TB91/TB9400 CH2	TB91/TB9400 CH3	TB91/TB9400 CH4	TB91/TB9400 CH5	TB91/TB9400 CH6
WLEX Master	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input checked="" type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>

Repeater Capable						
WKYT Master Repeater Capable	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>
WDKY	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>
WVRB	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>
PSOC	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>

	TB91/TB9400 CH7	TB91/TB9400 CH8	TB91/TB9400 CH9	TB91/TB9400 CH10
WLEX Master Repeater Capable	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>
WKYT Master Repeater Capable	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>
WDKY	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>
WVRB	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>
PSOC	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>

BGA Multicast Cell #1

	TB91/TB9400 CH1	TB91/TB9400 CH2	TB91/TB9400 CH3	TB91/TB9400 CH4
Blue Grass Airport [4-channel Multicast Cell]	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>	OK <input type="checkbox"/>

3.2 Testing Migration

3.2.1 TN9400 Core Network Server Deployment

This procedure details the required steps to enable the TN9400 controllers. Configuration changes will be made on the servers to allow for controlled testing ahead of the migration of any live system traffic. Using the existing system information, Tait will populate the system and fleet configuration for the new TN9400 core network and create a backup file for the final configuration, and a backup file for the testing configuration. The testing configuration will have the alternate RFSS and Site IDs, alternate NAC code, and all groups will initially be disabled in the Fleet Manager.

System Impact: None.

Risk Mitigation: Configuration changes will be made to the TN9400 controllers to prevent any interference with the operational system.

#	Description	Status
1.	Connect all TN9400 controllers to a temporary switch and power on.	OK <input type="checkbox"/>
2.	Login to each Site Controller application and place the applications offline	OK <input type="checkbox"/>
3.	Login to the RFSS Manager and Fleet Manager.	OK <input type="checkbox"/>
4.	Complete a current backup of each application.	OK <input type="checkbox"/>
5.	Upload the LFUCG_RFSS_Testing_Backup and LFUCG_Fleet_Manager_Testing_Backup files to each application and restore. These backup files will apply the configuration changes listed in 2.1 and reduce the number of channels to 3 per cluster for testing purposes. For the BGA Multicast Site, discussions need to be held with LFUCG to determine the appropriate number of channels necessary for migration. At least two (2) channels are needed for Migration Testing.	OK <input type="checkbox"/>
6.	Apply the configuration from the RFSS Manager.	OK <input type="checkbox"/>
7.	Verify the configuration was successfully applied.	OK <input type="checkbox"/>
8.	Remove the TN9400 controllers from the temporary switch and connect to the appropriate ports on the regular LFUCG IP network	OK <input type="checkbox"/>
9.	Verify the controllers are accessible and there is no impact on the operating system	OK <input type="checkbox"/>

3.2.2 Test Channel Migration

This process details the removal of 3 operational channels from each site/simulcast cell on the existing core network and enabling them on the TN9400 core network. We can test with 2 channels, but 3 channels allow testing of additional functions such as priority scanning.

As described above, for the BGA Multicast Site, discussions need to be held with LFUCG to determine the appropriate number of channels necessary for migration. At least two (2) channels are needed for Migration Testing.

System Impact: Reduction of talk path capacity on a live system.

Risk Mitigation:

- Before removing capacity from the existing system Tait will verify with LFUCG and BGA that there is no critical traffic on the system.
- TB91/TB9400's may require a software upgrade to be used with the TN9400 network, however, if there is an immediate need to return capacity to the existing core they do not need to be downgraded in the short term if the upgraded TB91/TB9400 version is supported by the current VESTA core network software version.
- Configuration changes will be made on the TB91/TB9400 to prevent interference with the live system; these include editing the TCCP connection port and NAC code.

#	Description	Status
1.	Check with LFUCG on the decision to proceed.	OK <input type="checkbox"/>
2.	Using the CSS / Web UI, connect to all of the TB91/TB9400's that will be removed from the live system.	OK <input type="checkbox"/>
3.	Place the Master/Voter TB91/TB9400's offline first, then the remaining TB91/TB9400's at the remote sites.	OK <input type="checkbox"/>
4.	Activate the new firmware version on 1 channel group	OK <input type="checkbox"/>
5.	Verify the activation was successful.	OK <input type="checkbox"/>
6.	Activate the new firmware version on the remaining channel group	OK <input type="checkbox"/>
7.	Verify the activation was successful.	OK <input type="checkbox"/>
8.	Modify the configuration parameters: <ul style="list-style-type: none"> • Configure > Network Interfaces > Trunking > Listen Port = 50001 • Configure > RF Interface > Signalling Profiles > Signalling Profile X > NAC = 0x001 • Configure > Network Element > Miscellaneous > NTP Servers = Verify primary and secondary are set to local Frequency Reference, and tertiary is set to x.x.x.x. • Configure > Network Interfaces > Failsoft = Disable. 	OK <input type="checkbox"/>

	<ul style="list-style-type: none"> • Configure > Alarms > SNMP > Community name = tait_p25 [NOTE this can be left at the Existing Configuration to take advantage of the Legacy SolarWinds System] • Configure > Alarms > SNMP > Trap Recipients > IP Address > x.x.x.x [NOTE this can be left at the Existing Configuration to take advantage of the Legacy SolarWinds System] 	
9.	Place the Master/Voter TB91/TB9400 of each channel group online and verify it remains idle. The existing Site Controller should not be able to establish a control connection.	OK <input type="checkbox"/>
10	Place the remaining test channels online, verify the channel groups' form, and the central voter reports all members are present and that they remain in the idle state.	OK <input type="checkbox"/>
11	Login to the A and B Site Controller applications for each cluster and place the applications online.	OK <input type="checkbox"/>
12	Verify the test control channel and traffic channel are assigned the correct roles and the control channel begins transmitting.	OK <input type="checkbox"/>
13	<p>Request the LFUCG PSOC complete test calls to active Users in several locations in the county to verify there is no impact to live system operation (None is expected). If any impact is observed, immediately place all test TB91/TB9400's offline. Then review the information.</p> <p>For convenience, and to minimize operational impacts, LFUCG may want to use the Backup Dispatch Center at LFUCG PD HQ to participate in the Migration.</p>	OK <input type="checkbox"/>
14	Program each test portable using the instructions in 2.3 and verify each can register on the TN9400 core and can successfully make test calls.	OK <input type="checkbox"/>

3.2.3 Console Interfaces

If possible, all Dispatch Console Sub-Systems will be connected to the TN9400 core network prior to the system migration for testing purposes. If not possible, due to operational requirements or licensing, an alternate method for testing and migration will need to be developed.

Testing will be done using the Consoles located at the Backup Dispatch Center located at LFUCG Police Headquarters.

System Impact: Console Screen Changes will be deployed to selected consoles. Several talkgroups will need to be added to each Console System.

Risk Mitigation:

- The Console Sub-System with the lowest traffic and/or risk will be configured first to verify the system configuration does not impact the live system operations.
- Before deploying console changes or core configuration, Tait will verify with LFUCG that there is no critical traffic on the system.
- The console screens will be built before beginning this process based on input from LFUCG.

#	Description	Status
1.	Check with LFUCG on the decision to proceed.	OK <input type="checkbox"/>
2.	Using the Avtec Scout Console WebUI, navigate to Configuration > Backup and complete a backup of the current system configuration.	OK <input type="checkbox"/>
3.	Browse to Commissioning > Layout and upload a new layout file that is configured to allow two RFSS connections.	OK <input type="checkbox"/>
4.	Configure RFSS, Subscribers, and Test Talkgroups	OK <input type="checkbox"/>
5.	Check with LFUCG on the decision to proceed	OK <input type="checkbox"/>
6.	Apply the configuration changes from Configuration > Apply	OK <input type="checkbox"/>
7.	Monitor the Status Page and verify that there are no unexpected errors after the new configuration has been applied.	OK <input type="checkbox"/>
8.	Request the LFUCG PSOC and/or Backup Dispatch Center complete test calls to active Users in several locations in the county to verify there is no impact to live system operation. If any issues are found, revert to the previous configuration by selecting Configuration > Apply > Revert. NOTE that the migration from the VESTA Core to the Tait TN9400 Core will not have any impact on the Coverage Footprint. The step 'complete test calls to active Users in	OK <input type="checkbox"/>

	several locations in the county to verify there is no impact to live system operation' verifies System Operation.	
9.	<p>Enable the test talkgroups one by one on the TN9400 and verify connectivity to the Console Sub-System. Using the TN9400 Fleet Manager, verify the Console Sub-System is affiliated with the configured test groups.</p> <p>For each talkgroup verify that the console system can communicate with both the live VESTA system and the TN9400 system</p>	OK <input type="checkbox"/>

Note: Tait will coordinate with Avtec during the project design phase to document all steps required for the Avtec Scout Console Subsystem platform migration.

3.2.4 Voice Recorder Interfaces

If possible, all Voice Recorder Sub-Systems will be connected to the TN9400 core network prior to the system migration for testing purposes. If not possible due to operational requirements or licensing, an alternate method for testing and migration will need to be developed.

System Impact: None

Risk Mitigation:

- Before deploying voice recorder changes Tait will verify with LFUCG that there is no critical traffic on the system.

#	Description	Status
1.	Check with LFUCG on the decision to proceed.	OK <input type="checkbox"/>
2.	Using Remote Desktop connect to each logging recorder and configure the relevant interfaces required to connect to the TN9400 core network.	OK <input type="checkbox"/>
3.	Request the LFUCG PSOC complete several test calls and verify there is no impact on a voice recording from the current core network. If any issues are found, revert to the previous configuration.	OK <input type="checkbox"/>
4.	For each test talkgroup on the TN9400 core, place a complete test call and verify the call is present on the Voice Recorder Sub-Systems	OK <input type="checkbox"/>

Note: Tait will coordinate with Freedom Loggers during the project design phase to document all steps required for the Freedom Loggers platform migration.

3.2.5 System Testing

At this stage of the migration, the TN9400 core is online with two (2) High Availability (HA) Site Controller Pairs and has a connection to all Console Sub-Systems. A formal LFUCG Migration Acceptance Test Plan document will be developed during the detailed design phase. Tests from this document can be completed at this time. Where tests cannot be completed due to the limited resource of the test channels, they may be carried out at a later stage once more capacity is available.

During this test period, test transmissions should be completed in a sample of the coverage area to validate simulcast operation.

NOTE that the migration from the VESTA Core to the Tait TN9400 Core will not have any impact on the Coverage Footprint. The step 'complete test calls to active Users in several locations in the county to verify there is no impact to live system operation' verifies System Operation.

3.3 Core Network Migration

3.3.1 TN9400 Core Network Server Preparation

This procedure describes the required steps to prepare the TN9400 controllers to migrate Live System Users.

System Impact: None.

Risk Mitigation: The final configuration of the TN9400 will be put in place; all groups will be blocked in Fleet Manager to prevent uncontrolled migration of Users during the cutover period.

#	Description	Status
1.	Login to each TB91/TB9400 that was migrated to the TN9400 core and place it on standby.	OK <input type="checkbox"/>
2.	Login to each TN9400 site controller application and place it offline.	OK <input type="checkbox"/>
3.	Login to the RFSS Manager and Fleet Manager.	OK <input type="checkbox"/>
4.	Upload the LFUCG_RFSS_Migration_Backup and LFUCG_Fleet_Manager_Migration_Backup files to each application and restore. These backup files will apply the full system configuration and block all talkgroups from the TN9400 sites.	OK <input type="checkbox"/>
5.	Apply the configuration from the RFSS Manager.	OK <input type="checkbox"/>
6.	Verify that the configuration was successfully applied.	OK <input type="checkbox"/>

7.	Verify that the controllers are accessible and there is no impact on the operational system	OK <input type="checkbox"/>
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3.3.2 Test Channel Migration

This process will re-configure the channels used for testing to their final configuration

System Impact: Reduction of talk path capacity on a live system.

Risk Mitigation:

- The channels will be left on standby until the cutover process begins.

#	Description	Status
1.	Using the CSS / Web UI connect to all of the test TB91/TB9400's.	OK <input type="checkbox"/>
2.	Modify the configuration parameters: <ul style="list-style-type: none"> • Configure > RF Interface > Signalling Profiles > Signalling Profile X > NAC = XXXX • Configure > Network Interfaces > Failsoft = Enable (if applicable). 	OK <input type="checkbox"/>

3.3.3 Console Interfaces Preparation

All Console Sub-Systems will be connected to the TN9400 core in the live configuration. No changes should be required from the configuration used for testing. Additional console positions may need to be configured with the new console screen.

System Impact: Additional console positions will require restart or logoff/logon to apply screen changes

Risk Mitigation:

- Before deploying console changes, Tait will verify with LFUCG that there is no critical traffic on the system.
- The console screens will be built before beginning this process based on input from LFUCG.

3.3.4 Voice Recorder Interfaces Preparation

All Voice Recorder Sub-Systems will be connected to the TN9400 core in the live configuration, no changes should be required from the configuration used for testing.

System Impact: None

3.3.5 User Migration

This process will begin the User migration onto the TN9400 core network; Users will be moved on a group-by-group basis. The order of groups will be pre-determined by LFUCG. Before each group is moved, the Active Users will be recorded before the change to ensure that they all register on the TN9400 core; where possible, test calls will be made to each User in the group.

System Impact: None

- Users will briefly lose service when their group is disabled on the existing core network but should quickly move to the TN9400 core.
- System resource will be reduced on both core networks during the cutover activities until all channels have been moved to the TN9400 core.
- If a User is operating on a migrated talkgroup, and they change to a talkgroup that has not been migrated they will go back to the existing VESTA core.

Risk Mitigation:

- The migration will take place on a day and time identified as a low use time.
- Before moving forward with additional groups, Tait will verify with LFUCG that there is no critical traffic on the system.
- Low-risk groups will be migrated first before the main dispatch / high use groups to allow for some burn-in time before moving the critical traffic.
- If Users need to scan talkgroups while still on the existing VESTA core, or once a talkgroup has been moved to the TN9400 core, the groups for each system can be patched together using the Avtec Scout Console. For example, Talkgroup A on the existing VESTA core can be patched to Talkgroup A on the TN9400 core. This should only be done if required during an incident, as it will consume the reduced resources on both systems.

Fall-back:

Single Group – If a single group must be moved back to the existing core network it will be blocked on the TN9400 and unblocked on the existing. All Users will be required to reset their radio.

All Users – If all migrated Users need to be quickly moved back to the existing VESTA core, all groups will first be unblocked on the existing core, then the TN9400 will be taken offline by disabling all TB91/TB9400's that have been moved to the TN9400 core. Users will lose service briefly then will migrate back to the existing core. If they do not regain service quickly, they should first try a PTT, then reset their radio.

RF Channel Capacity – In the event channel capacity needs to be returned to the existing VESTA core, the TB91/TB9400's will be placed on standby, the TCCP Listen port will be returned to 50000 and they will be placed online. This will re-connect the TB91/TB9400's to the existing VESTA core. The Field Engineers will have scripts to make these changes to all

TB91/TB9400's in the channel group to enable this process to occur quickly. The TB91/TB9400's can remain on their upgraded firmware version for a short period if supported by the current VESTA core network but should be downgraded in the event of a long-term rollback.

#	Description	Status
1.	Check with LFUCG on the decision to proceed.	OK <input type="checkbox"/>
2.	Browse to the TTM on the existing core and login as the tactical login	OK <input type="checkbox"/>
3.	Browse to the RFSS and Fleet Managers on the TN9400 core	OK <input type="checkbox"/>
4.	Create a test talkgroup on the TN9400 and program at least 2 test radios with the group	OK <input type="checkbox"/>
5.	Place the A and B Site Controller Applications Online for both clusters	OK <input type="checkbox"/>
6.	Place the channel group online and verify the TN9400 establishes a control connection to all members.	OK <input type="checkbox"/>
7.	Use the configured test portables to verify that all channels can carry voice traffic.	OK <input type="checkbox"/>
8.	Check with LFUCG on the decision to proceed.	OK <input type="checkbox"/>
9.	For the first identified talkgroup to migrate view the current registrations using the existing TTM. Note all of the current Users registered to the group.	OK <input type="checkbox"/>
10.	Announce over the radio system that there will be a short outage for radio maintenance.	OK <input type="checkbox"/>
11.	Unblock the group on the TN9400 Fleet Manager	OK <input type="checkbox"/>
12.	Block the group on the existing TTM	OK <input type="checkbox"/>
13.	After a few seconds, verify all Users have registered on the TN9400 core.	OK <input type="checkbox"/>
14.	Using a dispatch console complete a radio check to each of the active Users on the talkgroup	OK <input type="checkbox"/>
15.	Monitor the system for any issues for some time before proceeding with the next stage of migration.	OK <input type="checkbox"/>
16.	Place the Master/Voter TB91/TB9400 for the next channel group(s) in each cell to migrate into standby mode first, then the remaining TB91/TB9400's at the remote sites.	OK <input type="checkbox"/>
17.	Activate the new firmware version on the channel group	OK <input type="checkbox"/>
18.	Verify the activation was successful.	OK <input type="checkbox"/>
19.	Modify the configuration parameters:	OK <input type="checkbox"/>

	<ul style="list-style-type: none"> Configure > Interfaces > Trunking > Listen Port = 50001 	
20.	Place the channel group in run mode and verify the TN9400 establishes a control connection to all members.	OK <input type="checkbox"/>
21.	Use the configured test portables to verify that all channels can carry voice traffic.	OK <input type="checkbox"/>

22.	<p>The current channel count will be the following on each system core network:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th></th> <th colspan="9">Channel Number</th> </tr> <tr> <th>Site/Cell</th> <th>1</th> <th>2</th> <th>3</th> <th>4</th> <th>5</th> <th>6</th> <th>7</th> <th>8</th> <th>9</th> </tr> </thead> <tbody> <tr> <td>Simulcast Cell #1</td> <td>Legacy</td> <td>Legacy</td> <td>Legacy</td> <td>Legacy</td> <td>Legacy</td> <td>Legacy</td> <td>Legacy</td> <td>Legacy</td> <td>Legacy</td> </tr> <tr> <td>Multicast Cell #2</td> <td>Legacy</td> <td>Legacy</td> <td>Legacy</td> <td>Legacy</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Channel Number									Site/Cell	1	2	3	4	5	6	7	8	9	Simulcast Cell #1	Legacy	Legacy	Legacy	Legacy	Legacy	Legacy	Legacy	Legacy	Legacy	Multicast Cell #2	Legacy	Legacy	Legacy	Legacy						OK <input checked="" type="checkbox"/>
	Channel Number																																									
Site/Cell	1	2	3	4	5	6	7	8	9																																	
Simulcast Cell #1	Legacy	Legacy	Legacy	Legacy	Legacy	Legacy	Legacy	Legacy	Legacy																																	
Multicast Cell #2	Legacy	Legacy	Legacy	Legacy																																						
23.	Repeat steps 8 – 15 to migrate additional talkgroup(s)	OK <input type="checkbox"/>																																								
24.	Review the TN9400 system loading by viewing the call records in the Site Controller application and checking for any system queuing.	OK <input type="checkbox"/>																																								
25.	If resource loading with the current channel count is acceptable proceed with migrating a high traffic group(s).	OK <input type="checkbox"/>																																								
26.	Place the Master/Voter TB91/TB9400 for the next channel group(s) in each cell to migrate into standby mode first, then the remaining TB91/TB9400's at the remote sites.	OK <input type="checkbox"/>																																								
27.	Activate the new firmware version on the channel group	OK <input type="checkbox"/>																																								
28.	Verify the activation was successful.	OK <input type="checkbox"/>																																								
29.	<p>Modify the configuration parameters:</p> <ul style="list-style-type: none"> Configure > Interfaces > Trunking > Listen Port = 50001 	OK <input type="checkbox"/>																																								
30.	Place the channel group in run mode and verify the TN9400 establishes a control connection to all members.	OK <input type="checkbox"/>																																								
31.	Use the configured test portables to verify that all channels can carry voice traffic.	OK <input type="checkbox"/>																																								

32.	For the second set of primary talkgroups view the current registrations using the existing TTM. Note all of the current Users registered to the group.	OK <input type="checkbox"/>
33.	Announce over the radio system that there will be a short outage for radio maintenance.	OK <input type="checkbox"/>
34.	Unblock the group on the TN9400 Fleet Manager	OK <input type="checkbox"/>
35.	Block the group on the existing TTM	OK <input type="checkbox"/>
36.	After a few seconds, verify all Users have registered on the TN9400 core.	OK <input type="checkbox"/>
37.	Using the dispatch console complete a radio check to each of the active Users on the talkgroup	OK <input type="checkbox"/>
38.	Place the Master/Voter TB91/TB9400 for the next channel group(s) in each cell to migrate into standby mode first, then the remaining TB91/TB9400's at the remote sites.	OK <input type="checkbox"/>
39.	Activate the new firmware version on the channel group	OK <input type="checkbox"/>
40.	Verify the activation was successful.	OK <input type="checkbox"/>
41.	Modify the configuration parameters: <ul style="list-style-type: none"> • Configure > Interfaces > Trunking > Listen Port = 50001 	OK <input type="checkbox"/>
42.	Place the channel group in run mode and verify the TN9400 establishes a control connection to all members.	OK <input type="checkbox"/>
43.	Use the configured test portables to verify that all channels can carry voice traffic.	OK <input type="checkbox"/>
44.	Apply the update, 5-10 second outage, pushing an update on the TN9400 system will cause both the Site Controller process and RFSS process to reset.	OK <input type="checkbox"/>
45.	Power down the legacy VESTA core network controllers.	OK <input type="checkbox"/>

3.3.6 Post Migration Monitoring

Following the upgrade of the system, the performance should be monitored closely for at least one (1) week after the upgrade is complete. Each day, the following checks should be carried out.

- Check the **Uptime** for each process on each server from the **Administration Application > Configuration > Tait Services**. Check the processes have not reset since the upgrade
- Review the **Alarms** and verify that no unexpected alarms are present in the log (unexpected defined as alarms not known to be caused by failures of the IP network or other site maintenance)
- Review the **Call Records** for any unexpected queuing or abnormal call end reasons
- Check the **Memory Usage (RAM%)** and **CPU Usage (CPU%)** of each process on each server using the **Administration Application > Configuration > Tait Services**
- Check the **disk space usage** of each server using the **Administration Application > Configuration > Utilization**, the total disk usage is listed under the 'I' item.

3.3.7 Post Migration RFSS ID Configuration

After the 1-week period, the RFSS ID of the TN9400 can be modified to 0x01 if required. It will require a short outage as a configuration change must be completed on the TN9400 core, the Avtec Scout Console Subsystems, and the Freedom Loggers voice recorders.

3.3.8 Post Upgrade Daily Checklist

RFSS-1A	Administration Uptime	Application Uptime	Alarms	Call Records	RAM%	CPU%	Disk Usage
Day 1			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 2			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 3			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 4			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 5			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 6			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 7			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
RFSS-1B	Administration Uptime	Application Uptime	Alarms	Call Records	RAM%	CPU%	Disk Usage
Day 1			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 2			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 3			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 4			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 5			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 6			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 7			OK <input type="checkbox"/>	OK <input type="checkbox"/>			

Simulcast Cell #1 - A	Administration Uptime	Application Uptime	Alarms	Call Records	RAM%	CPU%	Disk Usage
Day 1			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 2			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 3			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 4			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 5			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 6			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 7			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Simulcast Cell #1 - B	Administration Uptime	Application Uptime	Alarms	Call Records	RAM%	CPU%	Disk Usage
Day 1			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 2			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 3			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 4			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 5			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 6			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 7			OK <input type="checkbox"/>	OK <input type="checkbox"/>			

Multicast Cell #1 - A	Administration Uptime	Application Uptime	Alarms	Call Records	RAM%	CPU%	Disk Usage
Day 1			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 2			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 3			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 4			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 5			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 6			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 7			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Multicast Cell #1 - B	Administration Uptime	Application Uptime	Alarms	Call Records	RAM%	CPU%	Disk Usage
Day 1			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 2			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 3			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 4			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 5			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 6			OK <input type="checkbox"/>	OK <input type="checkbox"/>			
Day 7			OK <input type="checkbox"/>	OK <input type="checkbox"/>			