ScoutCare™ Maintenance & Support

TERMS AND CONDITIONS FOR END USERS

DEFINITIONS

"Controlled Deployment" means a confidential and limited release of Software to particular customer(s) for testing and evaluation purposes.

"Defect" means a failure of Software to operate substantially in accordance with Avtec's written Specifications for such Software; provided, that (a) any such failure is reproducible by Avtec under Avtec's customary testing procedures; (b) the failure results in substantial degradation of customer's system so that normal operations are not possible, or that the system works, but with limitations outside the scope of Specifications; and (c) such failure is reported to Avtec in writing within the applicable warranty period. Avtec does not warrant that the Software will perform without error or that it will run without immaterial interruption. Minor problems or bugs which do not limit operations are not Defects.

"General Commercial Availability ("GCA")" means the release date that the Software is made available for commercial sale to the public following Avtec's determination that the Software has proven to be reliable, free of critical bugs, and is suitable for usage in a production environment. Each GCA release date will be documented and made available from Avtec.

"Maintenance" means a fee based program for servicing of the Software by way of Minor Releases, Major Releases and Updates to correct Defects, to improve the functionality of the Software, and to extend the software life cycle by assuring that Software remains compatible with the operating system and other related technologies. Maintenance shall be available for all periods where customer opts to purchase ScoutCare coverage.

"Maintenance Availability" means that Maintenance shall be available for all periods when customer is covered by ScoutCare and shall receive Major Releases, Minor Releases and Patches at no cost.

"Major Release" means a Software distribution by Avtec that includes significant improvements in the functionality or performance of the Product, and or adds new features which are made GCA for sale to the public. Typically, Avtec distributes 2 Major Releases per calendar year. Avtec shall provide support for the current release and the prior 2 versions of the Software. Typically, the first two numbers in the Version indicate the Major Release in the designation of the Product. For example: V4.5 and V4.6 are both Major Releases.

"Minor Release" means a Software distribution by Avtec that contains changes that correct Defects or make minor improvements in the functionality of the Product, which is GCA for sale to the public. Typically, the last number to the right of the decimal indicates as a Minor Release in the designation of the Product, with changes in the positional notation indicating order and importance. For example: V4.5.10 to V4.5.11.

"Patch" means a type of Minor Release intended to correct Defects. Because a Patch is not intended to make incremental or major improvement to the Product, it is not categorized as a Minor Release or a Major Release. Avtec will include the term "Patch" in the GCA release documentation.

"Product(s)" means any hardware (and related parts and supplies) or Avtec's computer software programs specified in a product schedule. Product shall also include each and every Major Release, Minor Release, or Patch available from Avtec during the term of each Maintenance and Support period.

"ScoutCare" means Avtec's Software Maintenance and Support for licensed Software as described in Appendix A.

"Software" means all Avtec owned or sublicensed software, computer programs, documentation, and applications for which licenses are available to be purchased, as may be described in a separate Product schedule, including, without limitation, software imbedded in any equipment or goods, software programs provided on a stand-alone basis, and any Major Release, Minor Release, or Patch.

"Specifications" means the Specifications for a Product or Service set forth in Avtec's most recent user documentation or other published Specifications for such Product or Service, except when superseded by Specifications in an approved SOW.

"Support" means that Avtec will provide direct access via reasonable telephone and email to experienced and knowledgeable support personnel for advice and counsel on Customer's use of the Software. Support services shall be provided to Customer's Tier 1 support personnel (**"Support Representatives"**), who have completed Avtec's system administrative training class, and shall be reasonably competent in the use and operation of Avtec's products. Only Support Representatives will contact Avtec for Support purposes. Avtec will make all commercially reasonable efforts to address the problem identified by the Support Representatives.

"Warranty" as to Products. The warranty period applicable to a Product (hardware or Software) installed by Customer 15 months following the date on which the Product is shipped by Avtec to Customer. Unless otherwise stated in a SOW, the warranty period applicable to a Product installed by Avtec at Customer's site is one (1) year following the date on which installation commences. Customer agrees that time is of the essence with respect to this warranty period and Avtec shall have no obligation to accept returns for any reason following expiration of the warranty period. During the Warranty period, Avtec technical support shall be limited to providing telephone assistance as necessary to cause the licensed Products to perform in accordance with its Specifications.

"Version" means the distribution of licensed Software by Avtec such that ongoing changes made to such Product are designated usually in the form of a Major Release or a Minor Release or a Patch.

SCOUTCARE™ MAINTENANCE & SUPPORT

Software Maintenance and Support Services.
1. In consideration of fees, Avtec shall make available to Customer for each Scout system covered by this Agreement the following services during the Term, which are further described in Appendix A attached hereto (the "Services").
    a. Major Releases, Minor Releases, and Patches.
    b. Telephone support during support hours for consultation and problem resolution. Support hours are 8AM to 7PM EST, excluding Avtec holidays (as set forth in Appendix A), and telephone support shall be toll free in the United States and Canada.
    c. Telephone Critical Priority support for serious system problems outside of support hours (24x7x365).
    d. Secure access to an online customer portal to access information resources for Avtec Products.
    e. Remote upgrade assistance provided to Tier 1 Support Representative. Optional on-site assistance is available at additional cost.
    f. Scout Administrative Training Class (online or at Avtec Headquarters) for two (2) individuals identified by Customer plus one (1) additional individual per $50,000 per year in ScoutCare revenue. Classes will be scheduled at mutually agreed times. Customer is responsible for travel expenses.

2. **ScoutCare Software Maintenance Fee.** Customer shall pay Avtec an annual fee based on a percentage of price of software licenses.
    a. The fee shall include pro-rated amounts for additional licenses added to the system during the prior year, calculated from the warranty expiration date to the expiration of the ScoutCare term, to align all renewal dates.
    b. Avtec reserves the right to increase the rate payable on an annual basis.

3. **ScoutCare Hardware Maintenance Option.** ScoutCare Software Maintenance customers may also purchase a hardware maintenance option. Hardware Maintenance is only available with purchase of ScoutCare Software Maintenance.
    a. Hardware Maintenance fees shall be quoted based on hardware purchased.
    b. Avtec will, at its option, attempt to repair a defective product or component, or replace the item with a like or similar component at no cost to the customer exclusive of shipping to Avtec's headquarters. Only defects occurring under normal use and service will be covered. Replacement components may be new or reconditioned.
    c. Due to product changes, component obsolescence, and parts availability, Avtec cannot always guarantee an exact form, fit, and function replacement component for the defective item. Avtec will make every effort to avoid or minimize the impact of such situations, but is only obligated to replace or repair the defective item. All replaced items become the property of Avtec.
    d. Equipment must be returned via Avtec's Return Merchandise Authorization ("RMA") program and identified as covered under ScoutCare hardware maintenance. Avtec will

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check all serial numbers of returned equipment against serial numbers covered by ScoutCare.

    e. Firmware and hardware update modifications will be applied to returned items as needed, at Avtec's discretion.

4. **Term and Termination.**

    a. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Avtec and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

    b. For a multi-year ScoutCare Contract - The term of the Agreement is non-cancellable, and will be eligible for renewal at then current rates.

5. **ScoutCare Lapse and Reinstatement Fee.** Customers who allow Software Maintenance lapse must purchase ScoutCare coverage calculated from the original renewal date to present (the lapsed fee), plus a minimum of 12 months. In addition, if the lapse is longer than 30 days, an additional fee equal to twenty-five percent (25%) of the lapsed fee is required to reinstate ScoutCare.

6. **Exclusions**

    a. ScoutCare does not provide for the cost of personal computer or server operating system upgrades or updates, or maintenance on other third-party products supplied by Avtec, unless explicitly quoted by Avtec.

    b. Avtec ScoutCare does not cover issues related to third- party equipment, software, and their configuration provided by others. This includes customer's network infrastructure, customer supplied computers, software applications, radio/telephony systems and accessories not provided by Avtec.

    c. Hardware Maintenance includes only items supplied by Avtec and does not cover theft, accidental or intentional physical damage, flooding, condensation, mold, lightning and electrical surges, spilled liquids, misuse, abuse, products with missing or altered serial numbers, or damage caused by unqualified repair personnel.

7. **Third Party Device Support**. Avtec does not provide support for third party hardware and software that is not supplied by Avtec as a part of the console system.

8. Eligibility for New Releases. In the event Customer chooses not to install a newer Version of the Software made available to Customer during the term of its ScoutCare, Customer shall maintain licensing rights to use any Version of the Software with a GCA release date prior to expiration of its ScoutCare coverage.

9. Warranty Disclaimer. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AVTEC MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND AS TO ANY SERVICE PROVIDED HEREUNDER. AVTEC HEREBY DISCLAIMS ALL IMPLIED

WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Liability and Remedies. THE LIABILITY OF AVTEC ARISING OUT OF OR RELATING TO SCOUTCARE OR ANY SERVICES PROVIDED BY AVTEC UNDER OR IN CONNECTION WITH SCOUTCARE SHALL BE LIMITED TO THE ACTUAL AMOUNTS PAID TO AVTEC FOR SOFTWARE MAINTENANCE, AND THE SOLE REMEDY OF CUSTOMER OR OTHER CLAIMANT AGAINST AVTEC SHALL BE TO RECOVER SUCH AMOUNTS, UPON PAYMENT OF WHICH AVTEC SHALL BE RELEASED FROM ALL FURTHER OBLIGATION AND LIABILITY TO CUSTOMER OR SUCH OTHER CLAIMANT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS, OR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

Appendix A

ScoutCare™ Maintenance and Support Services

Software Maintenance

A primary benefit of ScoutCare is its provision for software maintenance, which falls into four categories:

1. **Adaptive** – modifying the software to cope with changes in operating systems, hardware platforms, and integrations to external systems. Console systems integrate many third-party systems and components, most of which include complex software. As these change over time, compatibility modifications and regression testing are mandatory. Security vulnerabilities also must be addressed as discovered. Adaptive software maintenance provides compatibility with the latest versions of Windows, radio and telephone systems.

2. **Perfective** – implementing functional enhancements to the software. Examples are new user interface features, connectivity, and improvement in management tools.

3. **Corrective** – diagnosing and fixing errors. No system is perfect, so issues are resolved on a priority basis. Patches are occasionally released if a high impact/high urgency issue emerges, while errors with workarounds are fixed in Minor Releases or Major Releases.

4. **Preventive** – increasing software maintainability or reliability to prevent future problems. Better diagnostics, improvements in redundancy mechanisms, and better error handling of user input are some examples of preventative software maintenance.

New Versions with new capabilities are released several times a year with Patches released from time to time to address specific issues. Avtec console systems covered by a ScoutCare agreement are entitled to use newer versions of their existing software licenses released during the ScoutCare term. Both application Software and any required firmware updates for Avtec Products are included.

Remote Support

Avtec maintains a team of Support engineers for telephone and remote support of Avtec systems. They can answer questions on configuration and help troubleshoot issues during business hours, and are also available 24-hours x 356 for Critical Priority support. Avtec systems are mission/business critical to our customers and integrate into complex IP environments, so Avtec takes support seriously. Avtec's Maintenance and Support program is staffed with a team of professionals that are involved in system implementations, project management, training and customer support. They are backed by a professional services team of software development and quality control engineers, to ensure complex escalated issues receive careful analysis. Avtec continuously provides these teams with the latest radio systems, virtualized test environments, and training to ensure both capability and capacity for proper Support delivery.

Technical Training Classes

ScoutCare provides training online or at Avtec's South Carolina headquarters for technical staff. This training is aimed at the System Administrator level and is based on the latest version of software. Tuition is waived for two persons. Additional personnel may attend at Avtec's normal rates. (Travel and daily expenses are not included.)

Option for Hardware Maintenance

Avtec offers a Hardware Maintenance option to provide repairs or replacements on hardware products and accessories. After requesting an RMA number, items are shipped at customer expense to Avtec's factory for repair and testing. Items are returned with pre-paid standard ground shipping and with at least 90 days' coverage, which may extend beyond the expiration of your ScoutCare Hardware agreement.

Because ScoutCare Hardware Maintenance customers may need a particular item returned faster, we also offer an expedited shipping service. Expedited shipping service may be requested on a case-by-case basis and does not affect the rate paid for Hardware option services. Urgent repairs qualify for Advanced Replacement (loaner) components and expedited shipping. Advanced Replacement starts when you place a RMA order, which may be performed via phone, and you need a part shipped immediately while your original part is being processed for repair. Advanced Replacement items will be shipped via overnight (next business day), early a.m., delivery to minimize the impact on your business. Customers are expected to return the failed part immediately for repair processing. The customer will not pay the expedited shipping charge as long as the Advanced Replacement item is returned within 30 calendar days of receiving the repaired item. Items not returned within the 30-day period will be invoiced at the prevailing retail rate. A purchase order or credit card will be requested before issuing the invoice, however if this is not obtained, the invoice will be generated and the account will be placed on credit hold until paid.

Customers not covered by ScoutCare Hardware Maintenance are ineligible for Advanced Replacement parts. Customers on a demand service will need to submit a P.O. or credit card to for repair under RMA, or purchase replacement parts needed overnight, loaners are not available. Those parts will carry a 90-day warranty from date of shipment, for Avtec manufactured products. "Third party equipment" may require additional time to process. Replaced items will be warrantied for 90 Days from ship date, or will be included in the Hardware Maintenance program, whichever is longer.

Customer Responsibilities
- Customer will be responsible to designate an on-site technical support person (Customer employee or Avtec) with current (within three years) training certification on the Avtec system. That person(s) will be responsible to communicate and work toward problem resolution with the Avtec Technical Support Team.
- Customer will have adequate supply of critical spare parts as recommended by Avtec.
- It is recommended when practical that customer maintain a lab/demo system to support familiarization and piloting of new software releases prior to installation on a production system.
- Upon request by Avtec, customer will provide Avtec with remote access into the system in order for Avtec to troubleshoot issues.
- Upon notice from Avtec of a new version release, customer will be responsible for downloading the release within the term of this ScoutCare Maintenance Agreement. The Parties agree that email notice will meet this requirement.

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Tier-1 Maintenance Expectations for End-User Customers or their Local Service Providers

Tier-1 trained technical resources at customer site locations are critical to properly evaluate communication system issues, to complete "first look" maintenance actions, and to maintain the high operational availability of communication systems and capabilities. To meet this need, Avtec provides dispatcher and system administrator training for all dispatch console end-user customers and/or their Tier-1 local support providers. Avtec customers on ScoutCare™, our Software Maintenance Program, are also entitled to recurring system administrator training at our Lexington, SC HQ facility.

At Avtec, we service what we sell, and we're available 7x24x365 to provide support for all of our customers with systems under warranty, and for customers on ScoutCare™. Our Tier-2 support, (expert second level), is remote, and is reliant on Tier 1 input and feedback from knowledgeable and trained resources at or near the customer locations.

In the event a customer cannot commit their own resources, or local service provider resources, for training and maintenance support, Avtec can provide pricing for Tier-1 local/on-site support via Avtec employees or through our network of partners. Regardless of the resource designated to provide Tier-1 support, Avtec enables local support resources to perform the following functions:

1. Attend system administrator training.
    a. Access the Avtec Customer Portal for technical documentation.
2. Act as the primary liaison with Avtec Customer Support (CS) for all Avtec dispatch console technical matters.
3. Perform "first look" maintenance for any suspected dispatch console related issues. First look, or Tier- 1 maintenance expectations include:
    a. Respond to initial dispatcher requests for technical support.
        i. Perform preliminary fault isolation. Eliminate the customer network, PBX, radios, recorders, or other third party peripherals as a source of the issue.
        ii. Ensure the IP network (routers, switches, hubs, protocol changers, etc.) and cabling that interconnects with the dispatch console system components are functional.
        iii. Verify unicast and multicast traffic flow.
    b. Determine whether or not the issue with the dispatch console can be resolved at Tier-1 or if it should be escalated for Tier-2 support from Avtec CS engineers.
    c. Open and track Tier-2 tickets with Avtec CS.
    d. Coordinate all Avtec Tier-2 maintenance activity with local site end-users.
    e. Complete any locally required maintenance tasks under the direction of Avtec CS Tier-2 engineering.
    f. Perform all local moves, additions, and changes (basic system administrator actions).
    g. Perform console, VPGate, Frontier resets.
    h. Verify Avtec Scout, VPGate, and Frontier configurations and settings.
    i. Record fault data.
        i. Indications (i.e., no PTT, no TX or RX, console locked up).
        ii. Date and Time.
        iii. Impact/Severity of Outage.
        iv. Collect and Upload Log files as needed to the Avtec FTP server.
        v. Network packet capture (PCAPS) from consoles and VPGate.
    j. Implement SW patches and/or upgrades. Follow Tier-2 engineering instruction/direction for SW patching and/or upgrade.

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k. Physical HW replacement in the event of failure.
l. Training of new end-users after preliminary training by Avtec has been provided.
m. Maintain records of system design and layout, including IP addresses and Hostnames (where possible); provide this data to Avtec as needed for Tier-2 support.
n. Utilize the "Scout Issue Resolution Checklist" (provided separately) to assist Tier-2 engineers with fault isolation and resolution.

Avtec engineering resources are available to support our customers pursuant to the Service Level Agreement (SLA) detailed in our basic contract and/or ScoutCare agreement. Locally (trained) technical resources will help facilitate rapid resolution of issues, and ensure high system availability.

If there are any questions regarding Tier-1 or Tier 2 support, please contact Avtec Technical Support at +1 803.358.3600 or by email at CustomerSupport@avtecinc.com.

Avtec Responsibilities
Services to be provided for customer under the ScoutCare program:
1. Avtec will provide remote Technical Support (described below) for customer during Avtec's normal Operating hours (defined below).
2. Avtec will provide remote Technical Support for customer for Critical Priority issues (defined below), at any time.
3. Avtec will provide hardware replacement service (RMA Support) for customer during Avtec's normal Operating hours (defined below).
4. RMA repair request is made from customer; RMA is processed within 4 business hours of form submission.
5. RMA advance replacement request is made from customer; form complete and RMA is processed within 2 hours.
6. 90% of the calls will be responded to within 60 seconds during Avtec business hours.
7. 90% of calls will be responded to within 180 seconds after business hours and on weekends.
8. Each Support call will be logged and assigned a priority status of Critical, Urgent, or Normal. The following section lists responses based on each priority.

Avtec Responses by Priority Status

Priority:	Critical
Definition	Customer's system is substantially degradeded and normal operations are not possible.
Response Time	30 Minutes
Resolution Commitment	Issue will be worked continuiously until resolution.
Escalation Process	If Customer Support Team is unable to resolve within 1 hour they will escalate to the appropriate member of the engineering team. Escalation to Management Team in 2 hours if issue is still unresolved. A determination of additional resources will be made at that time. Update to customer will be made every 2 hours until resolution.
Call Closure Requirement	Call will be closed when system is running without impact for 48 hours and customer is satisfied with resolution.

Priority:	Urgent
Definition	Limited operational impact, able to work but with limitations.
Response Time	60 Minutes
Resolution Commitment	Issue will be worked on a priority basis.

Priority:	Normal
Definition	No impact to business, questions or informational.
Response Time	1 Business Day
Resolution Commitment	Issue will be queued for resolution based on workload and other priority cases.
Escalation Process	If Customer Support Team is unable to resolve within 5 business days they will escalate to the appropriate member of the engineering team. Escalation to Management Team in 10 business days if issue is still unresolved. A determination of additional resources will be made at that time.

Call Closure Requirement	Call will be closed when customer accepts resolution.

Contacts & Operating Hours

Contact Phone Numbers & Email
· +1.803.358.3601 (Toll-free for US and Canada)
· +1.800.545.3034
· CustomerSupport@avtecinc.com
· RMARequest@avtecinc.com

Location of Service Delivery
· 100 Innovation Place, Lexington, SC 29072 USA

Hours of Operation
· Business hours support: Monday – Friday 8:00 AM– 7:00 PM EST
· After hours Critical Priority support: Monday – Friday 7:01 PM – 7:59 AM EST, 24-hour coverage Saturday, Sunday and Holidays

Avtec Holiday List

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving day
Memorial Day	Day after Thanksgiving day
July 4th	Christmas Eve
Labor Day	Christmas Day

Escalation Contacts
Additional assistance is available to ScoutCare Customers via Avtec's escalation process.   In the event a ScoutCare customer is not satisfied with the support we are providing or have provided, has questions regarding our support process, or wishes to discuss and obtain additional assistance, the following from the Services & Solutions Management team are available to support you:

Michael Ridge, Customer Support Manager
 Direct Dial: +1.803.358.3415
Email: mridge@avtecinc.com

Escalation emails will be answered within one business day; escalation phone calls and/or messages will be responded to within 30 minutes.

For any customer matter that cannot be resolved by the Customer Support team or by Customer Support Managers please contact:

Abe Gibson, Director of Customer Success
Phone: +1.803.358.3412
Email:agibson@avtecinc.com

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