

**HARRIS CORPORATION
DOMESTIC STANDARD CONDITIONS OF SALE
FOR
CITY OF BROKEN ARROW, OKLAHOMA**

Unless otherwise agreed in writing, the following terms and condition of Sale shall apply to the Hardware and Service to be provided by Harris Corporation, through its Communication Systems Segment (hereinafter "Seller") as set forth in the SOW (defined below). The contract between Buyer and Seller shall be formed when Buyer's Order is accepted by Seller.

1. STATEMENT OF WORK.

Buyer now desires to contract with Seller to provide Buyer with the radio communications system equipment and services set forth in Exhibit A, Proposal and Statement of Work (SOW). The SOW describes the work to be performed by Seller to deliver and install the Hardware and provide the other Services under this agreement. Seller shall furnish, deliver and install the Hardware and Software and provide the Documentation Deliverables and Services in accordance with the terms of the SOW. Buyer and Seller each agree to perform their respective tasks and obligations as set forth in the SOW. Buyer will be responsible for providing all Federal Communications Commission frequency licenses for the Hardware. Seller shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies authorized to do business in the State of Oklahoma. In the event of any disagreement or controversy between the parties, Oklahoma law shall be controlling. Venue for any legal proceedings shall be Tulsa County in the State of Oklahoma. Subject to the terms and conditions of the Software License Agreement attached hereto as Exhibit B, Buyer is granted a license to use the Software only in conjunction with the System purchased under this Agreement. "Software" means the "Licensed Programs" as defined in the Software License Agreement.

2. WARRANTY.

- A. Seller warrants to the original purchaser for use (hereinafter "Buyer") that Equipment manufactured by or for the Seller shall be free from defects in material and workmanship, and shall conform to its published specifications. With respect to all non-Seller Equipment, Seller gives no warranty, and only the warranty, if any, given by the manufacturer shall apply. Seller warrants the installation services furnished by Seller hereunder shall be free from defects in and workmanship for one (1) year.
- B. Seller's obligations set forth in Paragraph C below shall apply only to failures to meet the above warranties occurring within the following periods of time from date of sale to the Buyer and are conditioned on Buyer's giving written notice to Seller within thirty (30) days of such occurrence:
1. for fuses and non-rechargeable batteries, operable on arrival only.
 2. for parts and accessories (except as noted in B.1 and B.5), ninety (90) days.

3. for XG-75, P7300, P7200, P7100^{IP}, P5500, P5400, P5300, P5200, P5100, P3300, M7300, M7200 (including V-TAC), M7100^{IP}, M5300 M3300 and SG5300 radios, two (2) years, effective 10/01/2007.
4. for Unity[®] XG-100P and XG-100M, three (3) years.
5. for Six-Bay battery Chargers (12082-0314-xx and CH-104570-xxx), one (1) year.
6. for all other equipment of Seller's manufacture, one (1) year.

- C. If any Equipment fails to meet the foregoing warranties, Seller shall correct the failure at its option (i) by repairing any defective or damaged part or parts thereof, (ii) by making available at Seller's factory any necessary repaired or replacement parts, or (iii) by replacing the failed Equipment with equivalent new or refurbished Equipment. Any repaired or replacement part furnished hereunder shall be warranted for the remainder of the warranty period of the Equipment in which it is installed. Where such failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price. Labor to perform warranty service will be provided at no charge during the warranty period only for the Equipment covered under Paragraph B.3-B.4. To be eligible for no-charge labor, service must be performed at a Seller factory (for OpenSky[®] Equipment only), by an Authorized Service Center (ASC) or other Servicer approved for these purposes either at its place of business during normal business hours, for mobile or personal equipment, or at the Buyer's location, for fixed location equipment. Service on fixed location equipment more than thirty (30) miles from the Service Center or other approved Servicer's place of business will include a charge for transportation.
- D. Seller's obligations under Paragraph C shall not apply to any Equipment, or part thereof, which (i) has been modified or otherwise altered other than pursuant to Seller's written instructions or written approval or, (ii) is normally consumed in operation or, (iii) has a normal life inherently shorter than the warranty periods specified in Paragraph B, or (iv) is not properly stored, installed, used, maintained or repaired, or, (v) has been subjected to any other kind of misuse or detrimental exposure, or has been involved in an accident.
- E. The preceding paragraphs set forth the exclusive remedies for claims based upon defects in or nonconformity of the Equipment, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise, and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties, whether oral, written, expressed, implied or statutory. **NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR**

PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES.

3. LIMITATIONS OF LIABILITY.

A. THE TOTAL LIABILITY OF SELLER, INCLUDING ITS SUBCONTRACTORS OR SUPPLIERS, ON ANY AND ALL CLAIMS WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR PATENT INFRINGEMENT) OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATION UNDER THIS AGREEMENT RESULTING HERE FROM OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY EQUIPMENT OR THE FURNISHING OF ANY SERVICE, SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE EQUIPMENT OR SERVICE WHICH GIVES RISE TO THE CLAIM. EXCEPT AS TO TITLE ANY SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD SPECIFIED IN THE ARTICLE ENTITLED "WARRANTY".

B. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR PATENT INFRINGEMENT) OR OTHERWISE, SHALL SELLER, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF BUYERS CUSTOMERS FOR SUCH DAMAGES. IF BUYER TRANSFERS TITLE TO, OR LEASES THE EQUIPMENT SOLD HEREUNDER TO, OR OTHERWISE PERMITS OR SUFFERS USE BY, ANY THIRD PARTY, BUYER SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING SELLER AND ITS SUBCONTRACTORS AND SUPPLIERS THE PROTECTION OF THE PRECEDING SENTENCE.

4. PATENTS.

A. Seller warrants that the Equipment furnished hereunder, and any part thereof, shall be delivered free of a rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller at its expense shall defend, or may settle, any suit or proceeding against Buyer so far as based on a claimed infringement which breaches this warranty. In case any such Equipment, or any part thereof, is in such suit held to constitute such an infringement and if the use of said Equipment or part is enjoined, Seller shall, at its expense and option, either procure for Buyer the right to continue using said Equipment or part, or replace same with an non-infringing equipment, or modify same so it becomes non-infringing, or remove said

Equipment and refund the purchase price (less reasonable depreciation for use and any transportation costs separately paid by Buyer). The foregoing states the entire liability of Seller for patent infringement by said Equipment or any part thereof, and is subject to the limitations of liability set forth in the article entitled "Limitation of Liability".

B. The preceding paragraph shall not apply to any Equipment or part manufactured to Buyer's design, or to the use of any Equipment or part furnished hereunder in conjunction with any other equipment, in a combination not furnished by Seller as a part of this transaction. As to any such Equipment, part, use or combination, Seller assumes no liability whatsoever for patent infringement.

5. COVERAGE, INTERFERENCE, AND THIRD PARTY FACILITIES.

Representations concerning the distance at which usable radio signals will be transmitted and received by the Equipment supplied hereunder shall not be binding upon the Seller unless reduced to a writing signed by an official of Seller in Lynchburg, Virginia and made a part of this instrument. Radio systems are subject to degradation of service from natural phenomena and other causes beyond the reasonable control of the Seller such as motor ignition and other electrical noises, and interference from other users assigned to the same or adjacent frequencies. The Seller cannot be responsible for interference or disruption of service caused by operation of other radio systems or by natural phenomena or by motor ignition or other interference over which there is no reasonable control. Such interference and noise can be minimized by addition (at Buyer's expense) of corrective devices adapted for particular locations and installations. Seller will make recommendations as to the use of such devices; however, total freedom from noise and interference cannot be guaranteed. In the event Buyer utilizes facilities or services supplied by others such as Common Carrier Services or shared services, Seller shall have no responsibility for the availability or adequacy of any such facilities or services.

6. DELAYS.

Seller shall not be liable for delays in delivery or performance or for failure to manufacture or deliver or perform due to (i) causes beyond its reasonable control, or (ii) acts of God, acts of Buyer, acts of civil or military authority, governmental priorities, strikes or other labor disturbances, floods, epidemics, war, riot, delays in transportation or car shortages, or (iii) inability on account of causes beyond the reasonable control of Seller or its suppliers to obtain necessary materials, components, services, or facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

7. DELIVERY AND RISK OF LOSS.

Shipping dates are approximate and are based upon prompt receipt of all necessary information. Delivery will be made F.O.B. destination to Buyer. Shipping and handling charges will be paid by or billed to the Buyer.

Risk of loss or damages passes to Buyer upon delivery to Buyer.

8. TERMS OF PAYMENT, LATE CHARGES.

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

9. SECURITY TITLE.

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

10. TAXES.

Per Oklahoma Statute, Title 68 Section 1350 et seq., Buyer is exempt from taxes under this agreement.

11. CANCELLATION CHARGES.

Buyer may cancel an accepted order in the following manner only: Prior to delivery, submit notice to the attention of Customer Service via (a) PSPC_CustomerFocus@harris.com; b) Fax 1-800-833-7592; or (c) Harris Corporation, Communication Systems Segment, P.O. Box 2000, Lynchburg, VA 24501. Said notice must be received prior to delivery of any Equipment (including vendor items drop-shipped to the address appearing on the face of Buyer's Order) and must be accompanied by payment of cancellation charges equal to 15% of the cancelled portion of the order; (2) After delivery of any Equipment on Buyer's Order, the order may be canceled only with the Seller's written consent. Request for cancellation should be addressed as instructed above, and said request must be accompanied by payment of restocking charges equal to 25% of the total order price. Any deposit monies held by Seller will be credited against the cancellation or restocking charges.

12. GENERAL.

A. Buyer is solely responsible for obtaining and complying with any necessary permits and licenses from the Federal Communications Commission, or any other Federal, State or local governmental authority, related to the purchase, installation, erection and operation of any Equipment purchased hereunder.

B. The provisions of these conditions of sale are for the benefit of the parties hereto and not for any other

person. The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

C. Seller will comply with applicable Federal, State and local laws and regulations as of the date of Seller's acceptance of Buyer's Order which relate to equal employment opportunity (including applicable provisions of Executive Order 11246, as amended), workmen's compensation, and the manufacture in Seller's facilities of the Equipment delivered hereunder (including applicable provisions of the Fair Labor Standards Act of 1938, as amended). The price and, if necessary, delivery of any Equipment will be equitably adjusted to compensate Seller for the cost of compliance with laws or regulations except as specified above.

D. A perpetual, nonexclusive, non-transferable, fully paid license is granted hereunder which gives the Buyer the right to use the software embedded in the products manufactured by the Seller, and any modifications thereof, only for Buyer's own use. The license granted hereunder may not be assigned or transferred without the prior written consent of the Seller.

E. The invalidity, in whole or in part, of any Article or paragraph hereof shall not affect the validity of the remainder of such Article or paragraph.

F. The validity, performance and all matters relating to the interpretation and effect of these conditions of sale and any amendment hereto shall be governed by the laws of the Commonwealth of Virginia. Venue for any legal proceedings shall be in any state or federal court located in the State of Oklahoma.

G. These conditions of sale constitute the entire understanding between the Buyer and Seller concerning the subject hereof, and any representation, promise, understanding, proposal, agreement, warranty, course of dealing or trade usage not expressly contained or referenced herein shall not be binding on Seller. No modification, amendment, rescission, waiver or other change of these terms and conditions shall be binding on Seller unless specifically agreed upon in writing by Seller. ANY ADDITIONAL OR CONFLICTING TERMS AND CONDITIONS PROPOSED BY BUYER MUST BE SPECIFICALLY AGREED UPON BY SELLER IN WRITING OTHERWISE THE ADDITIONAL OR CONFLICTING TERMS AND CONDITIONS PROPOSED BY BUYER ARE DEEMED REJECTED BY SELLER. SELLER DOES NOT ASSUME ANY OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THE SALE OF ITS EQUIPMENT OTHER THAN THOSE EXPRESSLY STATED IN THIS INSTRUMENT, AND DOES NOT AUTHORIZE ANY PERSON (INCLUDING SELLER'S MANUFACTURER'S REPRESENTATIVES AND SALES AGENTS) TO ASSUME FOR SELLER ANY OTHER OBLIGATIONS OR LIABILITIES.

13. The Buyer shall budget no funds to cover any contingent liabilities that may be created by the limitation of liability and the indemnity clauses in this Agreement.



IN WITNESS WHEREOF, Buyer and Seller have executed this Contract.

BUYER

The City of Broken Arrow
220 S. 1st. Street
Broken Arrow, Oklahoma 74012

By: _____

Name: _____

Title: _____

Date: _____

SELLER

Harris Corporation
221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501

By: _____

Name: Thomas Clair

Title: Contracts Manager

Date: _____