



**City of San Antonio  
SOFTWARE FX  
AGREEMENT**

THIS SOFTWARE FX AGREEMENT ("Agreement") is hereby entered into between Harris Corporation, a Delaware Corporation, through its Public Safety and Professional Communication Systems Segment ("Harris" or "Seller") and City of San Antonio ("Subscriber") on the following terms and conditions:

**1. SCOPE OF AGREEMENT**

During the term of this Agreement, as set forth in Section 11, Harris agrees to provide Subscriber with the following:

- A. Harris Software Update benefits including software updates, documentation updates and other services, as set forth in Section 3 of this Agreement, for the software developed and provided by Harris and contained within the Subscriber's Designated Harris System(s) as described in **Exhibit A** to this Agreement; and
- B. Harris Security Update Management Service including patch management services for the updating of security related patches, as set forth in Section 4 of this Agreement, to the Subscriber's Designated Harris System(s) as described in **Exhibit A** to this Agreement.

**2. DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings set forth below.

- A. "Contract" means the Agreement for the purchase of the Designated System(s).
- B. "Current Software Release Levels" means the most recent Software release announced by Harris as being commercially available. "Commercially available" does not include interim releases provided as emergency fixes or software released for beta test or noncommercial or similar purposes.
- C. "Designated System(s)" means the Harris system(s) purchased by Subscriber and identified in Exhibit A to this Agreement. The Designated System does not include Third Party Software Products. Excluded Products or other systems to which the Designated System may be linked.
- D. "Enterprise Configuration" means a radio system level configuration that is capable of supporting Large county, multi-county, regional or state wide installations.
- E. "Excluded Products" means third Party Products contained in the customer's system that were not sold by Harris to Subscriber.
- F. "Harris Licensed Programs" means all Harris Software programs and associated documentation nonexclusively licensed to Subscriber by Harris for use solely with Subscriber's Designated System.
- G. "Harris Software Updates" means any commercially available corrections, modifications or enhancements to the Licensed Programs generally released and/or provided by Harris.

- H. “Harris Network Solutions Provider” (NSP) means an entity authorized by Harris to sell certain Harris products and systems as an authorized NSP in accordance with the provisions of a NSP Agreement between Harris and such person or entity.
- I. “IAVA” Information Assurance Vulnerability Alert. An IAVA is an announcement of a computer application software or operating system vulnerability notification in the form of alerts, bulletins, and technical advisories identified by DoD-CERT, a division of the United States Cyber Command.
- J. “Optional Feature” means those Harris Software features, not currently contained in the Subscriber’s Designated System, available for Current Software Release Levels that are available to Subscriber at an additional cost.
- K. “Product Vulnerability Alerts” (PVAs) means security vulnerabilities reported against a product supplied by the Seller. Notifications of these PVAs are obtained from multiple sources; governmental, vendor, independent and open source databases.
- L. “PVA Evaluation” means the Seller’s process for evaluation of a potential Product Vulnerability Alert affecting products provided by the Seller.
- M. “RCE” means Harris’s Regional Centers of Excellence. RCEs are Harris master distributors of all Harris land mobile radio products and services.
- N. “STIG” means Security Technical Implementation Guide. A STIG is a methodology for standardized secure installation and maintenance of computer software and hardware
- O. “Security Updates” means software updates that mitigate, address and/or resolve product security vulnerabilities in system components offered by the Seller. These updates may include Vendor Patches and/or Vendor Work-Arounds.
- P. “Security Update Distribution” means the Seller providing Security Updates to which the Subscriber is entitled under the terms of this Agreement, affecting components of the Subscriber’s Designated System as defined in Exhibit A.
- Q. “Software Updates” means all Harris provided software updates to either Harris designated SW system components or SUMS Software updates.
- R. “SUMS” means Harris’s Security Update Management Service. Harris’s automated patch management system that provides periodic, security-related software updates.
- S. “SUMS Software Updates” means periodic, security-related software, including but not limited to, operating system updates, antivirus signatures, and other security related Windows-based 3rd party updates (Adobe, Java, Flash).
- T. “Tech-Link” is the technical information section of Harris’s web site. Access is restricted to authorized subscribers via user ID and password login.
- U. “Third Party Software Products” means software owned by a party other than Harris Corporation.
- V. “Vendor Patches” means software updates provided by third-party software vendors that mitigate, address and/or resolve PVA(s).

W. “Vendor Work-Arounds” means configuration and/or procedural changes provided by third-party software vendors that mitigate, address and/or resolve PVA(s).

### 3. HARRIS SOFTWARE UPDATES

A. Harris Software Releases Included. With respect to each Licensed Program, and subject to the conditions of this Agreement, Harris will provide the Software Updates described below during the term of this Agreement. All Updates shall be shipped to Subscriber's Software FX contact designated in Exhibit A of this Agreement via protective packaging containing a quantity of programmed Software media (e.g., Proms, Tapes, Compact Discs or DVDs) necessary for Subscriber to fully implement the Software Updates within its Designated System. In addition, each shipment of Software Updates shall contain at least one set of Software release notes detailing the contents of the Software Update and providing installation instructions.

i. Software Updates Upon Enrollment. As determined by the system design detailed in the RFP Response and refined at the Detailed Design Review, Harris shall provide to Subscriber the Software Updates needed, if any, to bring the Licensed Programs within Subscriber's Designated System up to Harris's Current Software Release Levels. Such Updates will be provided at no additional cost to Subscriber provided Subscriber has enrolled in the Software FX program within the enrollment deadline specified in Section 9.A of this Agreement.

ii. Subsequent Software Updates. During the term of this Agreement and subject to Subscriber's performance of its obligations, Harris shall provide to Subscriber Software Updates, released by Harris subsequent to Subscriber's enrollment in Software FX, for the Licensed Programs contained within Subscriber's Designated System platforms and options. Such subsequent Software Updates may include:

- a. Enhancements and/or corrections to existing features for all Designated System backbone components and/or radios;
- b. New features or improvements to existing features implemented via the system components already contained within Subscriber's Designated System.

B. System Level Release Documentation: Prior to the general release of a major system release by Harris for Harris Licensed Programs, Harris shall make available a system level release document announcing the impending release, and detailing its contents and impact, if any, on any other Harris hardware or Software components. Subscriber acknowledges that older hardware may not have sufficient capacity for the operation of the Software Updates. NOTHING IN THIS AGREEMENT OR OTHERWISE REQUIRES HARRIS EITHER TO DESIGN UPDATES THAT REMAIN COMPATIBLE WITH DESIGNATED SYSTEM HARDWARE OR TO PROVIDE ADDITIONAL HARDWARE UNDER THIS AGREEMENT, AND SUBSCRIBER WAIVES ANY SUCH DUTY OR OBLIGATION BY HARRIS.

### 4. HARRIS SECURITY UPDATE MANAGEMENT SERVICE

A. Security Update Distributions Inclusions. Subject to the conditions of this Agreement, Seller will provide periodic Security Updates described below during the term of this Agreement. All Security Updates shall be provided to Subscriber's contact designated in Exhibit A. Security Updates shall contain software necessary for the Subscriber to fully implement the Security Update within the Designated System and at least one set of Software release notes detailing the contents of the Security Updates and providing installation instructions.

- i. Security Updates Upon Enrollment. As determined by the system design detailed in the RFP Response and refined at the Detailed Design Review, Harris shall provide to Subscriber the Security Updates needed, if any, to bring the Licensed Programs within Subscriber's Designated System up to Seller's current security software release levels. Such updates will be provided at no additional cost to Subscriber provided Subscriber has enrolled in the Software FX program within the enrollment deadlines specified in this Agreement. The Security Update will be provided at the same time as the Harris Software FX update twice a year during the active Software FX program.
- ii. Subsequent Security Updates. During the term of this Agreement and subject to Subscriber's performance of its obligations, Seller shall provide to Subscriber Security Updates that may include:
  - a. Vendor Patches and/or Vendor Work-Arounds, enhancements, corrections and/or changes, made by third-party software vendors to software included in Seller provided products subject to the Subscriber's right to receive the third-party software. The Subscriber may be required to have currently executed services/support Agreement(s) with third-party vendor(s) separate from this Agreement.

B. SUMS Product Features Summary.

- a. The Seller will use reasonable efforts to monitor pertinent governmental, vendor, independent and open source databases for PVAs, IAVAs, STIGs and for any subsequent resolutions that affect products provided by the Seller that are part of the Subscriber's Designated System.
- b. The Seller will make every reasonable effort to verify that the PVA, IAVA, and STIG resolutions, Vendor Patches and/or Vendor Work-Arounds, do not adversely affect the Seller's stated performance of the Subscriber's Designated System.
- c. The Seller will provide Security Update Distributions to the Subscriber at periodic intervals targeting bi-monthly releases. The interval shall be determined solely by the Seller. More frequent Security Update Distributions may be required to address urgent product security vulnerabilities. Security Update Distributions on other than a bi-monthly basis do not constitute a contractual default by the Seller.
- d. The Seller will provide Security Update Distributions in a means suitable for use on the target devices of the Subscriber's Designated System. Optional On-Site Support Services may be contracted by the Subscriber, outside of this Agreement, through the City of San Antonio Radio System Contract as set forth in Section 6.A.iv.
- e. Prior to the general release by Seller of any Security Updates, Seller shall make available a SUMS Product release document announcing the impending release, and detailing its contents and impact, if any, on any other Seller hardware or Software components. Subscriber acknowledges that older hardware may not have sufficient capacity for the operation of the Software Updates. **NOTHING IN THIS AGREEMENT OR OTHERWISE REQUIRES SELLER EITHER TO DESIGN UPDATES THAT REMAIN COMPATIBLE WITH DESIGNATED SYSTEM HARDWARE OR TO PROVIDE ADDITIONAL HARDWARE UNDER THIS AGREEMENT, AND SUBSCRIBER WAIVES ANY SUCH DUTY OR OBLIGATION BY SELLER.**
- f. The Seller will provide with each Security Update Distribution a Security Release Notes document. This document will detail the PVA resolutions and/or mitigation addressed by this release, installation and installation recovery procedures and software and hardware compatibility information where applicable.

- g. Automated Security Update Distribution Services. The Seller will provide a means of automating the distribution of Security Updates to the target devices within the Subscriber's Designated System. Subscriber shall be responsible for providing the necessary hardware and licenses to run the automated distribution of Security Updates. This hardware shall be part of Subscriber's Designated Harris System or purchased at Subscriber's expense from Seller prior to the initialization of this Software FX Agreement. As set forth in Section 9.C. of this Agreement, it shall be the Subscriber's responsibility to complete the security update process on the target devices (e.g. rebooting the target devices) following the Patch Application instructions in the Release Notes accompanying each Security Update Distribution. On-Site Support Services are contracted by the Subscriber, per the City San Antonio Radio System Contract through **Dailey and Wells Communications, Inc.** as set forth in Section 6.A.iv.
- h. Assessment Reporting. For those PVAs monitored by the Seller as stated in Section 4.B.a. , the Seller will provide responses assessing the affects of the monitored PVAs on the LMR system and stating Seller's recommendations for required actions. Access to the PVA assessments will be granted through Tech-Link, a restricted web site maintained by the Seller. The Seller does not guarantee assessment response time, but will make reasonable efforts to provide timely assessment responses.

## 5. SOFTWARE RELEASES NOT INCLUDED

- A. Software Releases Not Included. The following Software releases are not included within the terms of this Agreement:
  - i. New Products. Any Software products released by Harris for which an earlier generation or release level is not already contained within Subscriber's Designated System. If Subscriber wishes to implement such Software products within its Designated System, it will need to license such products at the fees then in effect and purchase any necessary compatible hardware for operation of such Software.
  - ii. Third Party Software. To the extent that such Third Party Software Products are available and compatible with the Designated System, Harris reserves the right to charge an additional fee for upgrades to software programs that are licensed by a third party for use with the Harris system yet are not the property of Harris. The Subscriber may be required to have currently executed services/support Agreement(s) with third-party vendor(s) separate from this Agreement. Subscriber must provide evidence of a current services/support Agreement at the seller's request.

## 6. SOFTWARE SERVICES INCLUDED

- A. Services Included. Subject to the terms and conditions of this Agreement and Subscriber's compliance therewith, Harris will provide to Subscriber the services described below.
  - i. System Configuration Baseline and Documentation Update. As part of the initial enrollment process for Software FX, Harris may deem it necessary to conduct a system audit of Subscriber's Designated System(s) to be covered under this Agreement. **If said audit is required, Dailey and Wells Communications will conduct the audit.** This audit will be used to verify Subscriber's first-year Software FX Fee and to determine the Software release levels for Licensed Programs contained within Subscriber's System at the time of enrollment, together with any hardware updates necessary to accommodate Software Updates.

- ii. Installation Phone Support. Subscriber's Software FX subscription shall include telephone support by Harris's Technical Assistance Center (TAC) personnel with respect to the installation of Software Updates. Such support will be available during Harris' normal business hours (8:00 a.m. to 5:00 p.m. Eastern Standard Time Monday through Friday, excluding holidays) and for a period of ninety (90) days from the date the Software Update is released to Subscriber. After-hours emergency support will be available through Harris optional System Maintenance services at prices then in effect, provided that Subscriber is in compliance with the terms of this Agreement.
- iii. Upgrade Planning. If Subscriber is in compliance with the terms of this Agreement and its Designated System is classified as an Enterprise Configuration, **Dailey and Wells Communications**, shall provide an annual consultation service to review Harris' planned Software releases and evaluate the operational and financial impact such releases may have on Subscriber's Designated System. If Subscriber is in compliance with the terms of this Agreement and its Designated System is classified below an Enterprise Configuration, upgrade planning is not included within the terms of this Agreement but can be obtained from Harris at the rates then in effect for such service.
- iv. On-Site Services. Initial Installation Services are included, outside of this Agreement, through the Seller's agreement **with Dailey and Wells Communications, Inc.** in compliance with the terms of this Agreement.
- v. Tech-Link. Tech-Link is the restricted access, technical information section of Seller's web site. Seller will provide FX subscribers access, via user ID and password authorization, to FX and SUMS release documentation and downloadable distribution media. Seller will also provide additional authorization to allow subscribers to view PVA, IAVA, and STIG assessment recommendations described in Section 4.B.a.

## 7. SOFTWARE SERVICES NOT INCLUDED

Services Not Included. The following services/products are not included within the terms of this Agreement:

- i. Hardware Upgrades. In the occasional event that a Software Update released requires a corresponding hardware change, Subscriber will need to purchase separately the compatible hardware required. Harris will endeavor to notify Subscriber in advance via the system level release documentation or, if applicable, via Software FX's upgrade planning service of any hardware changes needed in order to implement a Software Update. No such notice will be given for Third Party Software Updates or Excluded Products, and no hardware upgrade may be available.
- ii. Software Update Installation. Installation of Software Updates for terminal products, Software Updates for infrastructure, and Security Updates by Seller are not included, but such installations may be obtained from **Dailey and Wells Communications, Inc.**, provided that Subscriber is in compliance with the terms of this Agreement. **Installation will be provided by Dailey and Wells Communications, Inc. under their support and maintenance agreement.**
- iii. Optional Support Services. Other Software support services Subscriber may require, including, but not limited to, training, customized software programming or troubleshooting through Seller's Technical Assistance Center are outside the scope of this Agreement but may be obtainable through other programs offered by Seller.

## 8. SOFTWARE DISTRIBUTION AND INSTALLATION

All Software Updates shall be provided to Subscriber's contact designated in Exhibit A. In addition, each shipment of Software Updates shall contain at least one set of Software release notes detailing the contents of the Software Update and providing installation instructions

In the event any Software media contained within Subscriber's Designated System incurs damage, whether from acts of Nature or human error, Harris shall provide replacements for such Software to Subscriber at no additional charge, subject to the terms and conditions of this Agreement.

## 9. CONDITIONS FOR SERVICE

- A. Enrollment Deadline. Subscriber agrees to enroll in Software FX no later than sixty (60) days after the earlier of: (i) the first expiration date of the warranty provided by Harris for any component of Subscriber's Designated System, or (ii) the first expiration date of the warranty provided by Harris for any of the Software within Subscriber's Designated System. If either such warranty already has expired when Subscriber is first offered the Software FX Program, Subscriber will be given a 60-day grace period in which to enroll in Software FX. A Subscriber meeting the enrollment deadline will receive, at no additional charge as described in Sections 3.A.i. and 4.A.i of this Agreement; the Software Updates needed to bring its Designated System up to Harris's Current Software Release Levels to the extent the Designated System hardware is compatible with such Software Updates.
- B. Subscriber Contact. Seller requests that Subscriber identify its Subscriber Contact in Exhibit A. Subscriber shall designate a person with sufficient technical expertise to be able to interact knowledgeably with Seller's technical support personnel. To the maximum extent practicable, Subscriber's communications with Seller (with regard to the Software Updates provided under this Agreement) should be through the Subscriber Contact.
- C. Installation. Subscriber agrees to properly install the Software Updates provided by Seller in order of receipt from Seller. Subscriber understands that Software support provided by Seller is limited to Seller's Current and current minus 1 Software Release Levels of Licensed Programs for the Designated System.
- D. Media Labeling. Subscriber agrees that if it makes copies of any Software Update supplied by Harris, for backup purposes, Subscriber will reproduce any copyright notice and/or proprietary notice appearing on and/or in such Update and will label all copies with all information, including part numbers and revision levels, provided on the set of media provided by Harris. Nothing herein grants Subscriber any right to sublicense any Software or to distribute copies to any other person, and such sublicensing and distribution is expressly prohibited.
- E. No Modification of Software. Subscriber agrees not to modify, enhance or otherwise alter any Software unless specifically authorized in the user documentation provided by Harris with such Software Update or unless the prior written consent of Harris is obtained. Under no circumstance shall Subscriber create or permit the creation of any derivative work from any Software or the reverse engineering or replication of any Software.
- F. Harris's obligations under this Agreement are conditional upon Subscriber's compliance with the terms of this Agreement and any Contract then in effect between Harris and Subscriber.
- G. Harris may request from third party vendors on Subscriber's behalf any applicable vendor patches related to the System. Subject to the requirements of the Contract, Subscriber grants authority to Harris all approval rights relating to the selection of Vendor Patches.

## 10. FEES, TERMS OF PAYMENT & TAXES

- A. SOFTWARE FX Fee. Subscriber agrees to pay **Dailey and Wells Communications, Inc** the Software FX Fee, in the amount set forth in the City of San Antonio Radio System Contract highlighted in Exhibit A to this Agreement, plus taxes, **if applicable**, pursuant to Subsection E below if applicable, for Software FX services provided during the term as defined in Exhibit A. Subsequent years' Software FX Fees, beyond Subscriber's first-year fee specified in Exhibit A, may or may not remain at the same rates, however the City of San Antonio has contracted for Software FX coverage for up to 15 years post System Acceptance. Any significant changes and additions made to Subscriber's Designated System(s) configuration will be reflected in the following year's Software FX Fee. If Harris's rates for Software FX should increase, Subscriber will be notified in writing of any such increases at least one hundred twenty (120) days prior to the end of Subscriber's yearly Software FX period then in effect.
- B. Other Charges. Subscriber understands that if it chooses to delay its enrollment in Software FX beyond the deadline described in Section 9.A. of this Agreement, Subscriber will need to license, at the applicable fees then in effect, the initial Software Updates needed to bring its System up to Harris's Current Software Release Levels, as well as any hardware which may be required to accommodate such Updates.
- C. Due Date. Subscriber's first-year Software FX Fee will be invoiced no later than sixty days from the end of Warranty upon receipt of this Agreement signed by Subscriber. Payment will be due thirty (30) days from the date of the invoice or as specified in the City of San Antonio Radio System. If individual years are selected, Subscriber's subsequent years' Software FX Fees will be automatically invoiced sixty (60) days prior to the commencement of the subsequent year's term. From the City of San Antonio Radio System the Software FX Payment is defined as one of the contract milestones. Payment of all amounts due is a condition precedent to Harris providing any future Software Updates or other services.
- D. Taxes. In addition to all fees specified herein, Subscriber shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Subscriber, unless Subscriber shall otherwise furnish Harris with a tax-exemption certificate acceptable to the applicable taxing authorities.
- E. Discontinuance. Subscriber understands that if Subscriber discontinues and then subsequently resumes participation in the Software FX Program, Subscriber will be required to pay a re-entry fee for any benefits provided to Subscriber upon re-entry to the Software FX Program plus the Software FX Fee for the term then commencing.

## 11. TERM & TERMINATION

- A. Software FX services will be provided by Harris to Subscriber for an initial one-year term, as defined in Exhibit A to this Agreement, and thereafter on a year-to-year basis as provided herein, subject to prior payment in full of all outstanding fees and charges at the time of renewal and compliance with the provisions of this Agreement.
- B. Provided Subscriber is then in full compliance with all of its obligations, Subscriber's Software FX enrollment shall be automatically renewed on a succeeding yearly basis thereafter unless either party notifies the other in writing, at least ninety (90) days prior to the end of the yearly period then in effect, that this Agreement will not be renewed.
- C. Harris shall have the right to suspend or terminate this Agreement upon thirty (30) days' prior written notice if Subscriber fails to pay any fees or charges due hereunder or if Subscriber commits any other breach of this Agreement or commits any breach of any applicable Software license Agreement for any Licensed Program being supported under this Agreement, any contract between Subscriber and Harris or any other obligation of Subscriber to Harris or any of its affiliates.



- D. Harris shall have the right to discontinue providing Software FX services (including Updates) for any Licensed Program supported under this Agreement. Software Updates may be discontinued at any time at Harris's discretion. Other services shall not be discontinued without at least ninety (90) days' prior written notice by Harris to Subscriber. Notwithstanding any other provision of this Agreement, as Subscriber's sole and exclusive remedy Harris will provide a pro-rata refund of Subscriber's annual Software FX Fee if Harris elects to discontinue providing Software FX services for any Licensed Program supported under this Agreement.
- E. Except as provided in Section 11.D. above, under no circumstances (including any termination of this Agreement) shall any fees paid pursuant to this Agreement be refundable once paid by Subscriber.

## **12. LIMITATION OF LIABILITY**

EXCEPT FOR PERSONAL INJURY OR DEATH, HARRIS' TOTAL LIABILITY ARISING FROM THIS AGREEMENT WILL BE LIMITED TO THE AGGREGATE AMOUNT OF SOFTWARE FX FEES PAID TO HARRIS UNDER THIS AGREEMENT.

## **13. GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, excluding its rules pertaining to conflict of laws. Subscriber consents to the personal jurisdiction of the state and federal courts in the Commonwealth of Virginia. By entering into this Agreement, Harris and Subscriber hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to , or arising out of this Agreement.

## **14. NOTICES**

All notices required or permitted hereunder shall be in writing and shall be deemed validly given upon being hand delivered, or upon receipt if sent by facsimile, e-mail or if mailed by certified mail, return receipt requested, to Subscriber at the address set forth in Exhibit A or to Harris Corporation at 221 Jefferson Ridge Parkway, Lynchburg, VA. 24501, Attention: Software Services Group, or to such other address as either party may designate to the other in writing.

## **15. ENTIRE AGREEMENT, EXECUTION AND MODIFICATION**

- A. This Agreement contains the entire and only Agreement between the parties concerning the subject matter hereof, and all prior representations and understandings in connection with the subject matter hereof are superseded and merged herein, and any representation or understanding not incorporated herein shall not be binding upon either party.
- B. This Agreement shall not become effective until signed on behalf of Harris by one of its officers or by an executive duly authorized by Harris's Vice President. No change, modification, ratification, rescission, or waiver of this Agreement or any of the provisions hereof shall be binding upon Harris unless made in writing and signed on its behalf in like manner.
- C. HARRIS DOES NOT ASSUME ANY OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THE SOFTWARE OR SERVICES OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT, AND DOES NOT AUTHORIZE ANY PERSON (INCLUDING HARRIS'S RCES OR

SUBCONTRACTORS OR SUPPLIERS) TO ASSUME FOR HARRIS ANY OTHER OBLIGATIONS OR LIABILITIES.

**IN WITNESS WHEREOF**, and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

**Harris Corporation**

**City of San Antonio**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

Date:

Date:

Harris Corporation  
221 Jefferson Ridge Parkway  
Lynchburg, VA, 24501

**EXHIBIT A Designated System**

1. *Term of Software FX Agreement.*

The services, as described in the Software FX Agreement to which this Exhibit A is attached, will be Provided for the initial period beginning per the City of San Antonio Radio System Contract at the end of System Warranty period two years after System Acceptance and ending thirteen consecutive years later.

2. *Designated System Fees.*

The Designated System(s) for which the Software FX Agreement will apply is (are):

System Name	System Classification	FX Option	Software FX Fee for 13 years
City of San Antonio SAPSRS	Project 25 Simulcast Network & User Terminals	13 years included in City of San Antonio Radio System Contract	\$115,000 paid annually in advance for a total of \$1,495,000

Subscriber's subsequent years' Software FX Fees will be determined in accordance with Section 10.A. of the Agreement.

3. All Notices and Software Updates under this Software FX Agreement are to be provided by Harris to Subscriber under this Agreement are to be sent to:

Contact's Name:

Company Name:

Title:

Address:

(Do not use P.O. Boxes)

Telephone:

FAX No.