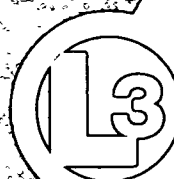


Warranty Renewal PROPOSAL

Full Service Warranty Renewal
for PatrolSim 6

Tulare County Sheriff Office
Attn: Fiscal Manager / Assistant Sheriff
833 S. Akers Street
Visalia, CA 93277
Pho



DRIVER

TULARE COUNTY AGREEMENT NO. 28059



Legal Conditions

THIS DOCUMENT MAY CONTAIN TRADE SECRETS, CUSTOMER SENSITIVE DATA AND/OR COMMERCIAL OR FINANCIAL INFORMATION AND IS PROPRIETARY TO L3 TECHNOLOGIES, INC., AND MAY NOT BE USED, COPIED OR DISCLOSED TO THIRD PARTIES OR OTHERWISE APPROPRIATED WITHOUT THE WRITTEN CONSENT OF L3 TECHNOLOGIES, INC , unless such disclosure is necessary, in the sole discretion of the Customer, to comply with applicable law, including, but not limited to, the California Public Records Act and the Ralph M. Brown Act

EXPORT DISCLAIMER: This document consists of L3 Technologies, Inc. general capabilities information that does not contain controlled technical data as defined within the International Traffic in Arms (ITAR) Part 120.10 or Export Administration Regulations (EAR) Part 734 7-11. The technology described herein is controlled under the Export Administration Regulation (EAR) and may not be exported without proper authorization by the U.S Department of Commerce or the U.S. Department of State.



Full Service Warranty Contract

L3 Technologies, Inc., a Delaware corporation, through its D.P. Associates division with offices at 2961 West California Avenue, Salt Lake City, UT 84104 ("L3") or ("L3 DPA"), and the Customer ("Client") enter into this Full Service Warranty Contract (the "Contract") for the support of L3's Simulator products (referred to collectively as "Product" herein) beginning on the Coverage Start Date set forth below. Subject to the terms and conditions of this Contract, L3 agrees to provide the following support services with respect to L3's Simulator Products contained herein:

- › Repair or replacement of defective parts & components.
- › The costs for shipping parts out and bringing them back from the Client's location.
- › On-Site field service support for labor and repairs.
- › Toll Free Customer Service Phone Support 24 hrs a day, 7 days a week (1-800-595-5740).
- › Remote diagnostics via internet connectivity between L3 customer service and the clients simulator (Client must provide voice and high-speed internet connection at the simulator)
- › Software and hardware updates are included as defined in Section 5.

In consideration of the mutual agreement as set out in this Contract, the parties hereby agree as follows:

1. Coverage Start & Expiration Dates:

Coverage starts and expires as indicated on the Acceptance of Terms page.

2. Requesting Service & Service Hours:

To initiate and/or request service, Customer shall call 1-800-595-5740, 24 hours a day, seven (7) days a week. Technicians are available between the hours of 8am and 5pm Mountain time Monday through Friday or by appointment. All calls received after regular business hours will be returned at the earliest possible time.

3. Troubleshooting and Repair:

When Client calls L3 regarding a technical problem with their simulator, the Client and Customer Service technician will troubleshoot the problem. It is the responsibility of the Client to maintain a voice and high-speed internet connection at the simulator(s) to diagnose the problem. Once the simulator has been diagnosed over the phone and the failure determined, L3 will ship replacement part(s). When the part(s) are received, the Client will call L3 Customer Service (800-595-5740) to receive telephone assistance to repair their simulator. This process enables the simulator to be repaired as quickly as possible.



If the simulator is not repairable by the Client with the assistance of the L3 technician via telephone, then L3 will schedule a Field Service Engineer to visit the Client's site to repair and service the simulator. L3 shall bear all travel-related costs (e.g., airfare, rental car, gas, lodging and meals) it incurs with respect to this Contract. On-site service will be provided during Normal Business Hours at Client's address. L3 will determine the need for the on-site visit.

After the simulator has been repaired, the Client will return the defective part(s) and any other unused part(s) within ten (10) business days to L3 using the instructions and return shipping labels provided. If the part(s) are not received at L3 within ten (10) business days after the problem has been resolved, the Client will be billed for the cost of the part(s).

Carry-in Service - Periodically, Client's Product may need to be removed and repaired at an L3 authorized repair center, in which case, Client is responsible for delivering the product to and from the L3 authorized repair center, located at 2961 West California Avenue, Salt Lake City, Utah 84104. If "carry-in" service is required or requested by Client, Client is responsible for delivering its product to and from the authorized repair center.

4. Moving Your Covered Product to a New Location in the USA:

Client may change its service address at any time by notifying L3 in writing at the address set forth above. Damage incurred by moving Client's covered product is not covered under this Contract, unless the move is managed by L3. Cost of an L3-managed move is not covered under this contract.

5. Updates:

Software and hardware updates (if applicable to this product) will be defined by L3. These updates (where applicable) will be provided free of charge to the Client.

6. Service Contract Cancellation:

L3 may cancel this Contract if any of the Client's obligations, agreements or promises contained in this Contract are breached, in which case, Client will be refunded a pro-rata amount of the Contract price, less (1) the costs incurred by L3 in making any repairs and/or rendering any service pursuant to this Contract, and (2) any other costs or expenses incurred by L3 on account of such breach.

7. Service Contract Limitations:

- a. **Non-Original Manufacturer and Re-Manufactured Parts** - Genuine factory parts will be used whenever possible, however, only L3 authorized use of non-original manufacturer and re-manufactured parts is allowed under this Contract.
- b. **Limitation of Liability** - To the extent permitted by applicable law, the liability of L3, if any, for any allegedly defective covered Product or part(s) shall be limited to repair or replacement of the Product or part(s) at L3's option. However, if L3, at its sole discretion, determines that a Product, which it is otherwise required to be repaired or replaced pursuant to this Contract, is not repairable or replaceable (which includes when the Product or parts are no longer available), then L3 shall either provide Client with a similar product (on terms and conditions acceptable to Client and L3) to replace the defective Product. In any event,



to the extent permitted by applicable law, and apart from the duty to hold harmless and indemnify as described in subsection (c), the maximum liability of L3, if any, for damages relating to or resulting from any defective covered Product or part(s) or L3's failure to perform its obligations under this Contract with respect to such Product or part(s) shall be an amount equal to your purchase price for such Product. In no event shall L3 be liable for any loss of profits or revenue resulting from any defect or malfunction of the product or loss of use thereof. To the extent permitted by applicable law, in no event will L3 be liable for special, indirect, incidental, consequential or punitive damages relating directly or indirectly to the product or this contract or any action taken in connection therewith. As of the coverage start date, the warranties and remedies provided to client under this contract is the only warranties and remedies with respect to the covered product. All other warranties and remedies, whether expressed or implied, with respect to the product, including but not limited to any warranties of merchantability, fitness for a particular purpose, or conformance to client's specifications are hereby excluded and disclaimed.

c. INDEMNIFICATION:

- i. L3 shall indemnify and hold harmless Client from and against all claims and actions, and all expenses, including but not limited to reasonable attorney fees, incidental to such claims or actions, based upon or arising out of damages or injuries to persons or property to the extent that such claims or actions are

caused by the negligence, gross negligence or willful misconduct by L3 or anyone acting under its direction or control or in its behalf in the course of its performance under this Contract; provided that L3's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon willful acts or negligence of CLIENT. In no event shall L3 be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits and attorney fees thereon.

- ii. CLIENT shall indemnify and hold harmless L3 from and against all claims and actions, and all expenses, including but not limited to reasonable attorney fees, incidental to such claims or actions, based upon or arising out of damages or injuries to persons or property caused by the negligence, gross negligence, willful misconduct or breach of any provision of this Contract by CLIENT or anyone acting under its direction or control or on its behalf in the course of its performance under this Contract; provided that CLIENT's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the willful acts or active negligence of L3. In no event shall CLIENT be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits and attorney fees thereon.
- iii. Where any claim results from the joint negligence, gross negligence, willful misconduct or breach of any provision of this Contract by CLIENT and L3, the amount of such claim for which CLIENT or L3 is liable as indemnitor under this section 7(c) shall equal (i) the proportionate part that the amount of such



claim attributable to such indemnitor's negligence, gross negligence, or willful misconduct bears to (ii) the proportionate part that the amount of the total claim is attributable to the joint negligence, gross negligence, or willful misconduct at issue.

8. What is NOT Covered Under This Contract:

- a. Repair or replacement of Product(s) or parts upon Client's noncompliance with any part of this agreements.
- b. Coverage, components, products or items not specifically listed herein, or Products whose serial numbers have been removed or altered.
- c. Any loss, damage or failure of any components or peripherals not installed by L3, an authorized representative of L3 or under the direction of L3.
- d. Any loss, damage or failure resulting from improper use, storage or operation.
- e. Consumer replaceable items, including but not limited to batteries, tapes, ribbons, bulbs, air filters, fuses, belts, etc.
- f. Loss, damage or failure resulting from unauthorized repairs, additions, or modifications performed by Client or third parties.
- g. Any loss, damage or failure of the cabinet, housing, case or frame of the Product or any non-operating part, such as any plastic or decorative parts masks, or glass.
- h. Any loss, damage or failure caused by conditions beyond L3's control, such as normal wear and tear, inadequate plumbing, wiring or electrical/power supply, power surge, rust, corrosion, infestation, negligence, abuse, misuse, theft,

vandalism, acts of God, environmental conditions (e.g., fire, floods, sand, dirt, windstorm, hail, earthquake, or exposure to weather conditions), failure to follow L3's required maintenance, leaking batteries, excessive humidity or dampness.

- i. Any loss, damage or failure of any software (other than software manufactured by L3).
- j. Service outside of the United States and Canada is not covered. Coverage outside the US and Canada is limited to telephone support ONLY; replacement parts, shipping, taxes, duties, etc are not covered under the provisions of this contract.

9. Your Promises and Assurances:

In order for this Contract to remain in full force and effect during its term, Client promises and assures to: (1) fully cooperate with L3, L3 technicians and authorized representatives during diagnosis and repair of the Product, (2) make the Product accessible to L3; (3) provide a non-threatening and safe environment for L3's on-site technicians, (4) provide the presence of a responsible person during the service, (5) Report any problem or defect associated with the Product promptly upon Client's discovery of such defect or problem to the customer service department. (1-800-595-5740), (6) return, at L3's expense, failed part(s) within 10 business days, and (7) maintain in good operating condition (at Client site) a voice and high-speed internet connection required by L3 for compatibility with the telecommunication equipment and software at L3's facility for support under this Contract.



10. Insurance Requirement:

Prior to approval of this agreement by the COUNTY, Contractor shall file with the Tulare County Sheriff's Office evidence of required insurance as set forth in Exhibit A attached, which outlines the minimum scope, specifications and limits of insurance required under this contract. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer (s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this Agreement.

11. Taxes:

Prices stated do not include local or state taxes. The Buyer shall be responsible for any and all sales taxes, use taxes, duties, including but not limited to import and export duties, and any other taxes or similar charges levied by the State of Utah or any other taxing authority for Products or Services provided under this Proposal/Contract OR in lieu thereof: Because the product(s) are assembled in Utah, the Buyer shall provide L3 with a tax exemption certificate number provided by the State of Utah. Tax exemption certificates issued by other states (other than a non-profit 501© 3 organization) generally are not reciprocated in Utah.

The following conditions are examples (not an exhaustive list) of events that trigger a taxable event:

- a. If Buyer's agent takes possession of a Product(s) in Utah (UT Tax).
- b. If L3 installs Product(s) in a trailer owned by Buyer in Utah (UT Tax).
- c. If Product(s) are delivered to Buyer's location via a third party common carrier, the taxable event occurs at the site of delivery.
 - i. In this case, the Buyer MAY be tax exempt at the site of delivery (Buyer may be tax exempt in their own State).
 - ii. The Buyer MAY be responsible for USE TAX in the State wherein possession is transferred and product is used.

The Buyer further agrees to defend, indemnify and hold L3 harmless from and against the aforesaid taxes, duties and charges as a result of performance hereunder, and all reasonable legal fees, costs and expenses incurred in connection therewith.

Please check with your tax professional and ensure that the capital for this purchase will include funding sufficient to cover taxation, whether in UT or at Buyer's location.

12. Governing Law:

This Contract shall be governed by and construed by the laws of the State of California. This Contract is articulated in and governed by the English language.

13. General:

All terms and conditions outlined in the order are applicable to this warranty



14. Force Majeure:

L3 shall not be responsible for a default, delay or failure to perform hereunder if such default, delay or failure to perform is due to causes beyond L3's control, including, but not limited to, labor disputes, civil disturbances, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, acts of God, or default of common carrier or supplier.

15. Contract Renewal:

At the end of this Full Service Warranty Contract, L3 has the option to renew and propose a Full Service Warranty extension or Maintenance Agreement for one (1) additional year. The renewal contract must be purchased thirty (30) days or more prior to warranty expiration. If this Contract has lapsed prior to renewal, Client agrees to pay an evaluation fee to assess the condition of the simulator and pay for any necessary repairs to attempt bringing it up to full operating condition.



Acceptance of Terms

Transaction	Purchase Order for Four Year Warranty
Client	County of Tulare
Renewal Type	Full Service Extended Warranty Agreement
Renewal Period	One Year Full Service \$5,500 (per simulator, per year)
Total Cost	\$44,000
Start Date	07/01/2018
End Date	06/30/2022
Ref. No.	PS6 17-003, PS6 17-004
Payment Terms	Due Net 30 Upon Invoice Receipt

Pricing Validity

Warranty pricing is only valid with a current active warranty for product(s) listed on this Proposal. L3 reserves the right to adjust the price of warranty and may require an onsite product assessment for expired warranties. If Client does not return a signed proposal with an authorized purchase order prior to warranty expiration date the warranty is thereby deemed lapsed. If Client wishes to renew a warranty, L3 may, at its sole discretion, provide a revised quote with an onsite product assessment fee required for all products where the warranty has lapsed or expired.



Customer Acceptance:

Signature

Name

J. Steven Worthley

Title

Chairman, Board of Supervisors

Signature

Name

Title

Organization

Tulare County

Date

June 12, 2018

Tax ID No.

94-6000545

L3 Acceptance:

Signature

Name

Sean P. Brenke

Title

Director of Realization
(Operations)

Signature

Name

WAYNE SNOW

Title

Director / L3 DRIVER

Organization

L3 Technologies, Inc.

Date

3 April 2018

Tax ID No.

13-3937436

APPROVED AS TO FORM:
COUNTY COUNSEL
BY L. W. Co 5/22/18
DEPUTY (20171590)

Director / L3 Driver



TRAINING SERVICES / SIMULATION SOLUTIONS / ONLINE TRAINING / DEVELOPMENT SERVICES

2961 WEST CALIFORNIA AVE, SALT LAKE CITY, UT 84104801-933-9901 WWW.L3TRAINING.COM

EXHIBIT A
NON-PROFESSIONAL SERVICES
INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

- 1 Commercial General Liability coverage of \$1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). The general aggregate limit must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Business Automobile Liability, (any auto) of no less than \$1,000,000 per accident for bodily injury and property damage. If an annual aggregate applies it must be no less than 2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

- 1 CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a *The COUNTY OF TULARE, its officers, agents, officials, employees and volunteers are to be included as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operation. BLANKET ENDORSEMENTS MUST INCLUDE POLICY NUMBERS ON ALL PAGES*
 - b *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary as respects the COUNTY, its officers, agents, officials, employees and volunteers Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it BLANKET ENDORSEMENTS MUST INCLUDE POLICY*

NUMBERS ON ALL PAGES.

c. *Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the CONTRACTOR. CONTRACTOR shall notify COUNTY upon receipt of such notice.*

2. The Workers' Compensation policy shall be endorsed with include a blanket waiver of subrogation endorsement in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original electronic endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer.