



L3HARRIS™

Date: 02/13/2024

Reference Number:

Internal Reference: L3T-TNTF-1385

Subject: PatrolSim 8 Law Enforcement Driving Simulator

Supplier:

Supplier Name: L3 Technologies, Inc., **Doing Business as:** D.P. Associates (i.e., L3 DPA)

Address: 2961 W. California Ave, Salt Lake City, UT 84104

POC:

- **Name:** True Fullmer
- **Title:** Associate Program Manager
- **Email:** True.Fullmer@L3Harris.com
- **Phone:** (385) 377-8032

Buyer:

Buyer Name: Safeware | Lake County Sheriff's Office

Address: Lanham, MD | Waukegan, IL

POC:

- **Name:** Kurt Wilhelm
- **Title:**
- **Email:** kwilhelm@safewareinc.com
- **Phone:** (847) 505-9089

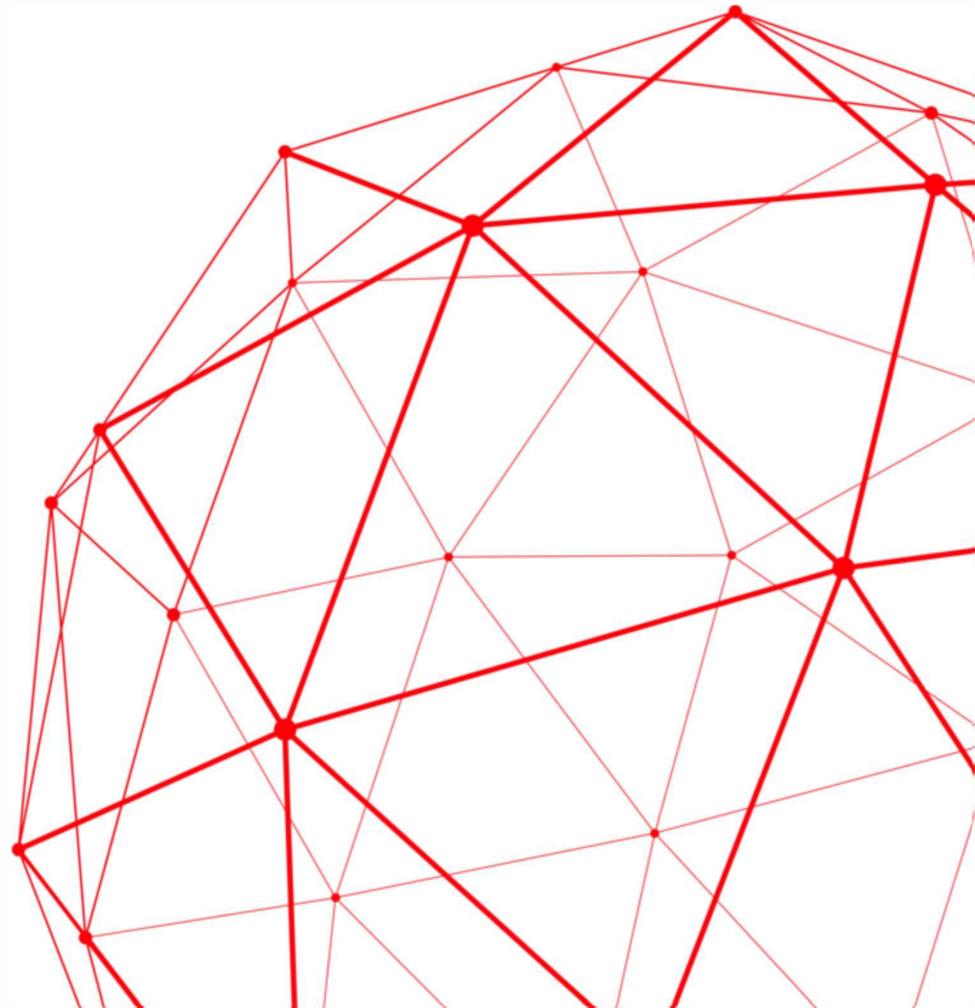


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Statement of Work

L3 DPA, a commercial division of L3Harris Technologies, Inc., is pleased to provide this fixed price proposal for the following:

- One (1) PatrolSim 8 Law Enforcement Driving Simulator

Related software, hardware, content packages, and services will also be priced. The delivery and installation of the product will occur on dates mutually agreed upon based on the standard lead time—noted in the assumptions section of this document.

Our solutions focus on post-incident safety training, safety refresher skills training, effectively assessing driver skills, pre-screening new drivers and advanced skills and career development for experienced drivers. We want to ensure that each student is given the best opportunity to learn all that is required to safely operate a vehicle regardless of skill level or experience. L3 DPA is committed to serving our customers through best-in-class solutions that provide unparalleled value.

Special Notes:

Below we will detail any special notes that the Buyer may want or need to know. After reading the section, or if it is blank, please continue to the pricing.

This offer includes our Virtual Environments Expansion Package! The package allows students to experience driving in a variety of locations including the following: dirt roads, forests, ports, and more!

This document is a slimmed down version of our normal offer letter. Please note that the document is only for informational purposes. The acceptance page has been removed.

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Simulator Details:

Please look to the end of this document for the attached, breakdown table.

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General Terms and Conditions

Assumptions:

1. L3 DPA will complete the following delivery, installation, and training services utilizing Buyer's simulator, onsite:
 - a. Installation & training will be provided for up to the following number of consecutive days mutually agreed upon:
 - i. Two (2)
 - b. Delivery
 - i. Facility & Delivery Logistics
 1. Simulator installation will be completed on the ground level.
 2. Facility doorways/openings are at least 52" wide and 80" tall.
 3. Facility has a loading dock or drop-off location that is accessible by a delivery semi-truck.
 4. Equipment will be delivered by a third-party freight forwarder. The Equipment may arrive in advance of installation & training. Buyer may need to store equipment in interim between delivery and installation & training.
 - ii. Fees
 1. Advanced Installation Fee
 - a. L3 DPA will provide a site-survey prior to scheduling the installation. Buyer will complete the site survey to identify the installation logistics.
 - b. If a completed site-survey is not returned by the Buyer, or if the site-survey does not reflect the facility logistics, see clause 3 in this section, L3 DPA may assess an advanced installation fee at the time of installation.
 - c. A fee will be assessed if installation requires unplanned effort or resources, anticipated to be \$2,000.
 2. Location Change Fee
 - a. L3 DPA will deliver Goods to the location listed in "Shipping Location(s)" field or if left blank to the "Billing Address" listed in Offer Letter. Any changes to shipping location will need to be mutually agreed between the parties and may incur additional charges assessed to the Buyer. Changes to the shipping address within 30 days of shipping will result in a minimum \$2,000 Shipping Address Change Fee.
 - iii. Lead Time
 1. Lead time for shipment of simulators is ninety (90) to one hundred twenty (120) days.
 - c. Training
 - i. Number of Students
 1. Training will be provided for up to four (4) students.
 - ii. Training Curriculum
 1. Basic maintenance & Operation Training (BMO), provided by an L3 DPA certified simulator trainer, includes the following instruction: simulation training, integration of the simulator into a training plan, keyboard controls, scenario loading, using Scenario Builder, vehicle details, and vehicle routing.
 - iii. Cancellations
 1. Cancellations of training dates without prior mutual agreement of L3 DPA will be billable at the contracted rate.
2. Warranty
 - a. The Warranty and Support coverage shall consist of the following type and shall be provided for the following period (apart from our "Lifetime Customer Support"):
 - i. Type: Premium Full-Service Warranty
 - ii. Duration: One (1) year
 - b. The Warranty and Support coverage shall commence upon delivery of the Product by the Seller to the Buyer and shall be provided in accordance with Exhibit B – Intl Full-Service Warranty Contract.

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Conditions:

1. Price
 - a. All prices are stated in U.S. Dollars (US\$). Price is based on order of quantity(s) and total amounts stated. L3 DPA reserves the right to update pricing if quantity(s) are changed. All items must be ordered at the same time and not on a line-by-line basis.
 - b. Tax is not included in the calculations seen above.
 - c. The pricing in this proposal is provided in accordance with the specific requirements set forth in the request for proposal associated with this effort and is consistent with the L3 DPA estimating system.
2. Additional Terms and Conditions
 - a. External Documents
 - i. Exhibit A - Intl Terms & Conditions 3Oct2022
 - ii. Exhibit B - Intl Full-Service Warranty Contract 3Oct2022
 - b. Acceptance of the Conditions of Sale in Exhibit A and Exhibit B represents a binding contract between the Buyer and L3 DPA. Upon receipt of this signed agreement from the Buyer, an authorized representative of L3 DPA will review, countersign, and return the final agreement to Buyer for reference of contract execution. Any changes to the attached referenced terms must be made in writing and accepted, in writing, by both parties.
3. Validity
 - a. This proposal is valid for the following amount of time:
 - i. Ninety (90) days
4. Miscellaneous
 - a. Data Items: No Data Items are included in this estimate.
 - b. No liquidated damages will apply to this proposal.
 - c. No offsets or Industrial Participation Requirements will apply to this proposal.

Please review this information and forward to the appropriate personnel. Please feel free to contact the sales personnel below or the POC listed on the cover page if you would like to discuss this information.

- **Name:** Joe Green
- **Phone:** +1 (214) 724-5656
- **Email:** joe.green2@l3harris.com

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Payment Terms:

All payments are to be paid to L3 D.P. Associates.
 Payments can be made by either: Check or wire transfer:

a. Check payments:

Remittance Address:

L3 TECHNOLOGIES, INC.,
 D. P. ASSOCIATES DIVISION
 P.O. BOX 732484
 DALLAS, TX 75373-2484

Overnight/Courier Address:

JPMORGAN CHASE (TX1-0029)
 ATTN: L3 TECHNOLOGIES, INC.,
 D. P. ASSOCIATES DIVISION BOX 732484
 14800 FRYE ROAD, 2ND FLOOR
 FT WORTH, TX 76155

b. Payments may also be wired directly to:

Bank Name: JPMorgan Chase Bank, N.A.

Bank Address: 1 Chase Manhattan Plaza,
 New York City, NY 10081, US

ABA (ACH): 071000013

Routing (Domestic Wire): 021000021

Swift (Intl): CHASUS33

Beneficiary: L3 TECHNOLOGIES, INC.,
 D.P. ASSOCIATES DIVISION

Account#: 727110454

- c. All payments are to be made in U.S. dollars and without expense to L3 DPA.
- d. Buyer agrees to pay any expenses incurred in collecting any unpaid balance of the purchase price, or in recovering possession of goods including reasonable attorney's fees.
- e. Balance of contract will be paid in full net 30 days from invoice.

Taxes:

Prices stated do not include local or state taxes. Buyer shall provide a copy of their sales tax-exempt certificate if claiming tax exempt status. If Buyer does not have a valid tax exemption, then Buyer is responsible for all sales taxes, use taxes, duties, and any other taxes or similar charges levied by any taxing authority, for Products or Services provided under this Proposal/Contract. Buyer shall pay to L3 DPA any applicable tax imposed on any part of this transaction and L3 DPA will remit the amount to the appropriate tax authorities. Buyer further agrees to defend, indemnify, and hold L3 DPA harmless from and against the aforesaid taxes, duties, and charges because of performance hereunder, and all reasonable legal fees, costs, and expenses incurred in connection therewith.

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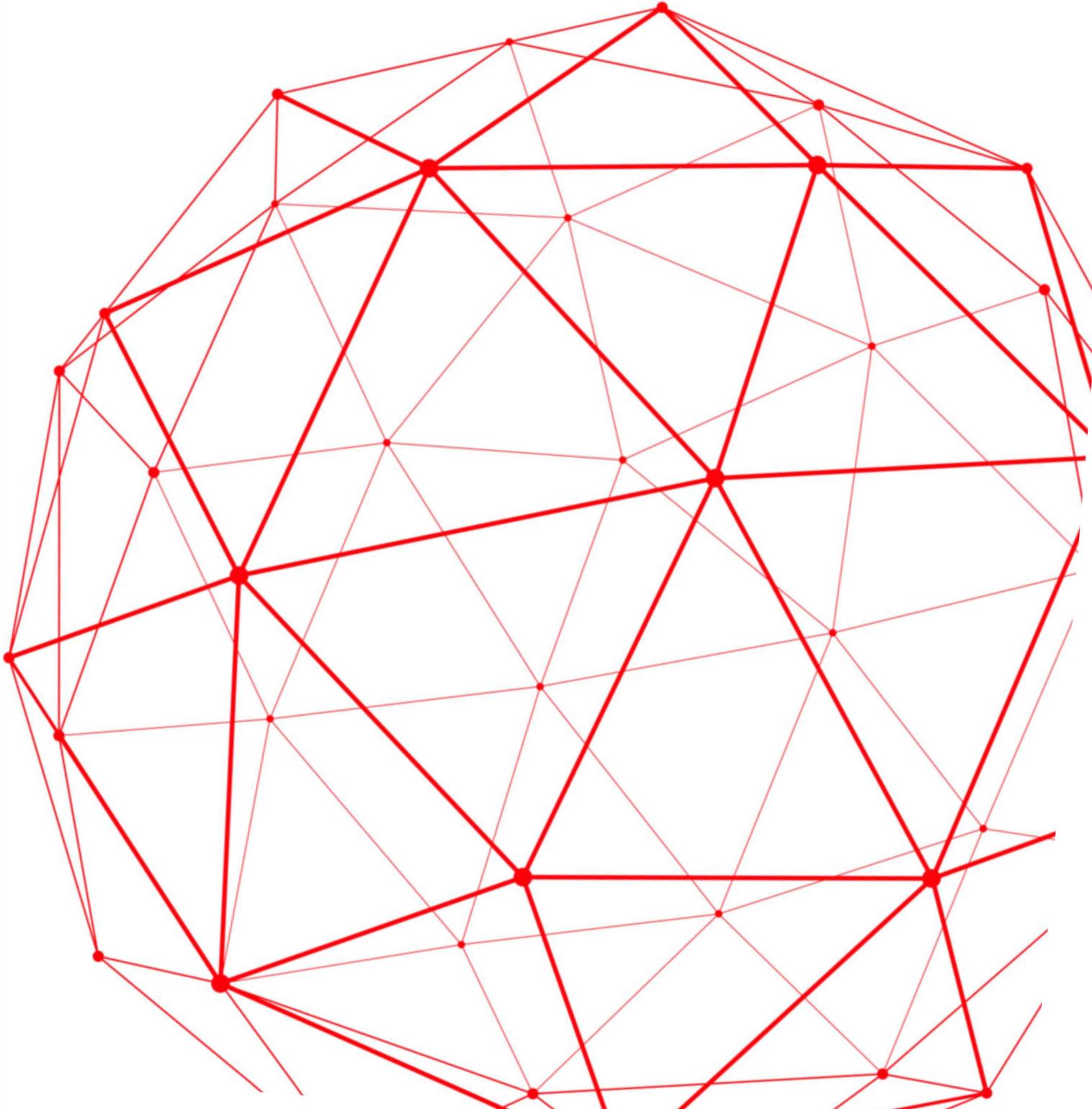
Exhibit A & B

Please see both exhibits as attachments below.



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Units	Description	Part Number
Training Systems		
1	Instructor Operator System (IOS)	UT09022
1	PatrolSim 8 Law Enforcement Driving Simulator Fully-shrouded, realistic driver compartment/cabin Powerful image generation processing platform: Intel i7 4.9 GHz processor, super fast NVMS SSD, GeForce RTX 4070 video and graphics Replica Ford Police Interceptor Dashboard, Seat, Radio, MDT Automotive OEM seat, restraint, steering wheel, pedals, brake controls and transmission controls 360-degree immersive visual system (180-degrees forward + rear-view mirrors, virtual pan, and optional over-the shoulder view), presented on 4K Ultra High-Definition displays Realistic, software-defined instrumentation Operator touch-screen interface for driver scenario and instruction control and unique vehicle interfaces Ford OEM transmission control 5.1 Surround Sound with tactile vibration and "rumble" sound transducer Force-feedback braking Force-feedback, realistic steering OEM, responsive and realistic pedals Advanced Unreal Engine graphics, with industry-best realism and detail Exclusive automotive physics engine with real vehicle behavior Baseline Urban, Suburban, Rural, Freeway, Skidpad, Mountain, Snow virtual environments Hundreds of simulated impeding conditions, obstacles and malfunctions including fog, snow, rain, wind, ice, glare, intoxication, rail crossing, pedestrians, animals, tire blow-out, brake failure, etc >200 included pedagogically rigorous scenarios L3Harris Scenario-Builder™ software for custom user customization and build-from-scratch curriculum Complete scenario recording and playback with "DVR" functionality Baseline, single-page individual assessment and scoring Learning Management System for full control of lesson plans, scenario presentation and student database. Law Enforcement Bundle Law Enforcement Vehicles PIT Maneuver Skills Range / Driving Track EVP 2 Scenarios POST Certified Scenarios Novice Driving Scenarios DUI Scenarios EMS Vehicles & Scenarios Virtual Environments Expansion Package (1 per IOS) Advanced airport, coal mine, construction site, desert, dirt road, indoor trucking course, mountain forest, oil field, swamp virtual environments and more.	UT09876
Software Options		
1	Skillset Assessment Software (no cost option, 1 per IOS) Advanced SkillSet™ assessment software with additional metrics, student evaluation and extended reporting continuously monitoring more than 40 driving behavior parameters.	UT04462
Hardware Options		
Unless otherwise noted all hardware purchases after original delivery will require minimum 2-Day Field Services		
1	Instructor Headset w/ Microphone Voice-Over-Network Communications System	UT04285
1	Instructor Vehicle Interface Steering and pedal interface enabling instructor to operate scenario vehicles in real-time	UT01935
1	D-Box Gen3 Motion Base One per simulator.	UT09437
1	OmniSim - Fire / EMS Seatbase Package Modular Truck Seat, Base, Dash, & Steering for existing simulator FireSim Hardware Fire Bundle Software: 8 Fire owncabs, 25 scenarios, and 9 place-able vehicles Fire Tiller (two simulators required for use) EMS - Emergency Medical Vehicles & Scenarios	UT09627
Content Packages		
1	2021 LE Pursuit Course (8)	UT09670
1	Light Vehicles Package (1 per IOS) Generic Light Vehicles, Pickup trucks, minivan, SUV, delivery van Utility Vehicles	UT09556
1	Trucking Vehicles Expansion Package (1 Per IOS, Trucking Seat Base option required) Concrete Truck, Generic Car Hauler, Trucking Delivery, Trucking Municiple, Oversized Load Vehicle, Waste Management	UT08675
Services		
1	Standard Installation (included) Installation (one site, coincides with training)	UTINSTALL
1	Basic Maintenance and Operations Training - On-Site Up to two (2) consecutive days (Coincides with Installation) Up to four (4) people	UTSTRAINING
1	Lifetime Customer Support (Per Simulator) Customer Service support available via toll free number. Technicians available during work hours. Software updates included.	UTSWARRANTY
1	Premium Full-Service Warranty (Per Simulator) First Year Premium Full-Service Warranty included. Includes parts and field service maintenance. Priority shipment. Software updates and remote installation	UTSWARRANTY
1	Shipping & Handling (CONUS for single site only) Packing and shipping costs to continental United States	UTSSHIPPING

STANDARD CONDITIONS OF SALE ("AGREEMENT")

By agreeing to purchase these selected Goods, Services or other items (collectively the "Products") Buyer agrees and confirms its acceptance of these Conditions of Sale and this Agreement shall govern the terms of said purchase to the exclusion of any other terms and conditions, standard or otherwise, upon which Buyer accepts or purports to accept the quotation including any terms and conditions contained on the applicable Purchase Order. It Is Hereby Agreed as follows:

1. Interpretation:

- 1.1. "Goods" means the goods detailed in the applicable proposal as referenced in Buyer's order including but not limited to simulation training devices, hardware only sales, associated software, repairs and spares.
- 1.2. "Services" means the services detailed in the applicable proposal including but not limited to technical query resolution and the delivery of upgrades to an in-service simulation training device and/or the manufacture, delivery, and installation of new simulation training devices, as referenced in Buyer's order.
- 1.3. "Products" means collectively the Goods, Services and any other items which L3 DPA offers to Buyer on the terms contained herein.
- 1.4. To the extent that L3 DPA provides a proposal referencing this Agreement said proposal takes precedence in the event of an inconsistency between this Agreement and the terms of the proposal.
- 1.5. In this Agreement words importing the singular only also include the plural and vice versa and, where the context requires, words importing persons include firms and corporations.

- 1.6. The use of the term L3 DPA is interpreted to include L3 DPA employees and contracted personnel (including sub-contractors).

2. Orders:

- 2.1. All Orders are subject to acceptance and confirmation of delivery schedule by L3 DPA.
- 2.2. L3 DPA reserves the right to charge cancellation fees on any order which following acceptance pursuant to 2.1 is cancelled by Buyer.
- 2.3. The commencement date for the provision of Services is the date of receipt of the initial payment in cleared funds and not the date that the order is accepted pursuant to clause 2.1.
- 2.4. Buyer may request changes to the order within the general scope of work. L3 DPA will notify Buyer of any adjustment to any dependencies impacted by the requested change and is not obligated to implement any requested changes until Buyer provides written confirmation of its acceptance of said adjustment.

3. Payment and Price:

- 3.1. Unless otherwise agreed in the terms of the contract Buyer shall pay invoices within thirty (30) days from receipt of the relevant invoices by electronic transfer in the invoiced currency. Payments are not subject to any deductions, set off, or discounts for early payment.

3.2. L3 DPA will issue invoices either on achievement of the relevant Service milestones or on dispatch of the Goods.

3.3. All prices are expressed exclusive of VAT, unless otherwise stated.. Buyer will pay VAT if it is applicable. VAT will be invoiced in addition to prices, if VAT is applicable.

3.4. If Buyer fails to make payment on the due date, then, without prejudice to any other right or remedy available, L3 DPA reserves the right to:

3.4.1. withhold or suspend delivery of the Products;

3.4.2. charge Buyer interest on the amount unpaid, at a rate of 8% over the United States Prime Rate, until payment is made in full.

3.5. Prices stated do not include local or state taxes. Buyer is 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 any taxing authority, for Products or Services provided under this Proposal/Contract, unless Buyer has a valid tax exemption.

3.6. Buyer further agrees to defend, indemnify and hold L3 DPA 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.

4. Delivery of Goods:

4.1. Unless otherwise stated Goods will be delivered FCA (L3 DPA).

4.2. L3 DPA will pack and mark the Goods in accordance with industry standard practices given the nature of the Goods. In the event that Buyer requests unique or special packaging and/or marking such request will be considered in accordance with clause 2.4.

4.3. Quoted dispatch or delivery date is L3 DPA's best estimate of the Goods availability date and L3 DPA will in no event be in default for any failure to deliver the Goods on the stated delivery date.

4.4. L3 DPA reserves the right to deliver the Goods early without penalty or incurring any additional charges.

5. Acceptance:

5.1. Buyer shall inspect the Goods immediately on receipt and the goods will be deemed accepted five (5) days from delivery.

5.2. L3 DPA will prior to the commencement of the Services, provide Buyer with a schedule of approved baseline checks for in-service equipment.

6. BFE, Data & Parts:

6.1. Buyer shall deliver Buyer Furnished Equipment (BFE) at no cost to L3 DPA at the times and places agreed by the Parties.

6.2. Unless expressly stated Buyer is responsible for the purchase of all parts and OEM data license fees ("Parts and Data") required to support the Product and such Parts and Data shall be included as BFE.

6.3. Buyer shall ensure that all necessary agreements, authorizations and/or licenses which may be required by the OEM, including but not limited to the relevant manufacturer, to support the supply, delivery, and use of the Product by L3 DPA and Buyer, have been entered into in a timely manner following acceptance of the L3 DPA's proposal.

6.4. For the avoidance of doubt L3 DPA is not liable for any delay caused as a result of Buyer failing to comply with the obligations contained in clause 6.3.

7. Access to Buyer's Premises and Equipment:

7.1. Buyer shall provide timely access to any premises, equipment, staff and/or facilities that may

reasonably be required to support delivery of the Services by L3 DPA.

7.2. If Buyer fails to permit performance of the Services then, without prejudice to any other right or remedy available to L3 DPA, L3 DPA may invoice Buyer for any and all additional costs incurred by L3 DPA as a result of such failure.

8. Force Majeure and Consequences of Force Majeure:

8.1. Force Majeure means and is limited to the circumstances set forth in clause 8.2.1 through 8.2.12. below but only if and to the extent:

8.1.1. Such circumstances are not within the control of L3 DPA, or its subcontractors;

8.1.2. Such circumstance, despite the exercise of reasonable diligence cannot be prevented, avoided or removed by L3 DPA or its subcontractors;

8.1.3. Such event materially adversely affects the ability of the L3 DPA to perform its major obligations under this Agreement;

8.1.4. L3 DPA has taken reasonable precautions, due care of reasonable alternative measures to avoid the effect of such event on its ability to perform its obligations under this Agreement and to mitigate the consequences of such circumstance, and;

8.1.5. Such event is not the direct or indirect result of the failure of L3 DPA or its subcontractors to perform any of their obligations under this Agreement;

8.1.6. L3 DPA has given Buyer a written notice as set forth in clause 25.

8.2. Subject to the clauses 8.1. and 8.3., Force Majeure means any of the following occurrences outside the control of L3 DPA preventing or delaying its timely performance of obligations under this Agreement:

8.2.1. any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, rebellion, riot,

insurrection, civil commotion, act or campaign of terrorism, or sabotage;

8.2.2. any government acts or omissions;

8.2.3. radioactive contamination or ionizing radiation;

8.2.4. nationwide legal and general strikes affecting the performance of the contractual obligations;

8.2.5. labor or material shortages that could not have been reasonably foreseen;

8.2.6. any Buyer failure, whether through act or omission, to perform any of its obligations under the Contract;

8.2.7. any lightning, earthquake, hurricane, drought, tsunami, monsoon, tempest, flood, storm, cyclone, volcano, mudslide, typhoon, tornado, or other unusually severe weather or act of nature;

8.2.8. fire, explosion or chemical contamination;

8.2.9. epidemic, pandemics, blight, famine, quarantine or plague, including but not limited to COVID-19;

8.2.10. any transportation accidents while transportation of Goods;

8.2.11. suspension of flight operations due to inclement weather while transportation of Goods;

8.2.12. delays of suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both L3 DPA and its supplier.

8.3. If L3 DPA is prevented or delayed in the performance of any of its obligations under this Agreement by an occurrence of Force Majeure, then it shall give prompt written notice and, in any event, within thirty (30) days of the occurrence specifying:

8.3.1. The occurrence constituting Force Majeure and the date of the occurrence;

8.3.2. The obligation or obligations the performance of which is thereby prevented or delayed;

8.3.3. The further period for which it is estimated that such prevention or delay will continue;

8.3.4. The reasonable proof of the nature of such delay issued by the relevant Official Authority(ies) confirming the accuracy of the particular contained in such notification;

8.3.5. Precautions taken to avoid the effect of such event and to mitigate the consequences of such circumstance;

8.4. If by reason of Force Majeure the affected Party suffers delay in fulfilling its obligations under this Agreement, it shall be granted a reasonable extension of time.

8.5. By reason of Force Majeure, L3 DPA will not be entitled to claim indemnity and have the right to claim price difference, excepting in the event a replacement source of supply is required due to a Force Majeure event.

8.6. For the avoidance of doubt, Buyer will not be relieved of its obligation to make timely payment to L3DPA under clause 3 hereof by reason of Force Majeure Events.

8.7. In the event that L3 DPA is by virtue of Force Majeure as defined in this clause 8, excused for a continuous period of one hundred and eighty (180) days from performance of its obligations under this Agreement, within that one hundred and eighty (180) day period, if permitted, the Parties shall meet to review the situation with a view to attain means of achieving a resumption of performance but in the absence of any such agreement Buyer may terminate this Agreement as per clause Termination for Default (clause 12).

9. Intellectual Property Rights ("IPR"):

9.1. Buyer agrees that the ownership of all intellectual property rights in the Product remain the

exclusive property of L3 DPA and/or the relevant third-party supplier as applicable.

9.2. Upon acceptance of the Product in accordance with clause 5, L3 DPA grants to Buyer a non-exclusive, non-transferable, license to use the Product for the sole purpose of operating and maintaining the Product and any associated equipment as long as Buyer operates the Product at Buyer's site and complies with the terms and conditions of this Agreement, including the right to:

9.2.1. make one (1) copy only of the software to be used solely for back-up or archiving purposes; and

9.2.2. make copies of any documentation provided as are reasonably necessary for the purpose of providing simulation training to a maximum of three (3) copies.

9.3. Buyer shall not:

9.3.1. copy (other than in accordance with clause 9.2.1 and 9.2.2), modify, export, or derive training material and/or devices from, nor reverse engineer, decompile, disassemble from the or translate nor create derivative works based on the Product; or

9.3.2. use the Product to manufacture or enable the manufacture of any Products and/or of any part, component, system, or element of the Equipment; or

9.3.3. disclose any Confidential Information regarding the Product or any part thereof to any other persons or companies without L3 DPA's prior written approval.

9.3.4. refer to L3 DPA's Products by name or likeness to market Buyer products or services, without express written permission from L3 DPA.

9.4. In the event that an arbitration award or a court decision having the authority of a final conclusive judgement duly concludes that L3 DPA's Product infringes a third party's intellectual property rights then L3 DPA indemnifies, defends, and holds harmless Buyer against all reasonably incurred legal proceedings and costs resulting from such infringement except and to the extent that any such infringement is based upon:

9.4.1. any act or omission of Buyer in its use of the Product; or

9.4.2. the claim relates to a third-party supplier's Product and L3 DPA shall use reasonable efforts to obtain from such third parties the most favorable patent indemnity protection for Buyer hereunder.

9.5. L3 DPA is not responsible for any settlement made by Buyer without L3 DPA's prior written consent.

9.6. Notwithstanding clause 12.2 any breach of this clause 9 by Buyer will be considered a substantial material breach of this Agreement and L3 DPA will be entitled to terminate this Agreement with immediate effect.

10. Warranty and Support:

10.1. Unless otherwise stated in the applicable proposal, Warranty and Support will be provided in accordance with Exhibit B – Intl Full-Service Warranty Contract.

11. Liability & Indemnity:

11.1. Buyer is responsible for and shall defend, indemnify, and hold harmless L3 DPA, its servants, agents, and subcontractors from and against all claims, losses, damages, costs (including reasonable legal costs), expenses, and liabilities of every kind or nature in respect of the personal injury or death of any personnel or third party and/or damage to third party property resulting from any negligent acts or omissions or the willful misconduct of Buyer, its servants, agents or sub-contractors under this Agreement.

11.2. L3 DPA is not liable for any loss, destruction, or damage to Buyer's property, including any property which may be the subject of the order unless and then only to the extent that such loss, destruction, or damage is a direct result of L3 DPA's willful misconduct.

11.3. IN NO EVENT WILL L3 DPA BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE, OR PUNITIVE DAMAGES OR ANY DAMAGE DEEMED TO BE OF AN INDIRECT OR CONSEQUENTIAL NATURE

ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT, OR CIVIL LAW OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY.

11.4. IN NO EVENT WILL THE TOTAL CUMULATIVE LIABILITY OF L3 DPA OR ITS SUBCONTRACTORS OR SUPPLIERS OF ANY TIER FOR THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR ANYTHING DONE IN CONNECTION THEREWITH EXCEED THE PRICE PAYABLE OR THE AMOUNT ACTUALLY PAID FOR BY BUYER FOR THE PRODUCT, WHICHEVER IS LESS.

11.5. In the event that this limitation of liability conflicts with any other provisions of this Agreement, said provision will be regarded as amended to whatever extent is required to make such provisions consistent with this provision.

11.6. Nothing in this clause excludes or limits either Party's liability to each other for death or personal injury; or fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited at law.

12. Default:

12.1. Either Party may terminate all or a portion of this Agreement for default which is defined as a substantial breach of material obligations by the other Party.

12.2. In the event of termination for default, the Party shall give the other Party fifteen (15) days prior written notice to cure or to commence to cure the alleged breach.

12.3. In addition, either Party may terminate the contract if the other becomes insolvent, makes an assignment for the benefit of creditors, is adjudged bankrupt, or if a receiver is appointed for the whole or any part of its assets.

12.4. L3 DPA is entitled to payment for Products delivered prior to termination including work in progress undertaken.

13. Insurance and Title:

13.1. Both Parties shall obtain and maintain, at their expense, policies of insurance of a coverage and scope sufficient for the purposes of the obligations contained in this Agreement.

13.2. Failure to obtain sufficient insurances is not a defense against recovery of any amounts due by Buyer to L3 DPA for claims under this Agreement.

13.3. Title to the Product, as applicable, will pass to Buyer upon receipt of payment in full of the price.

13.4. Risk of Loss for items will transfer to Buyer on delivery.

14. Confidentiality:

14.1. Each Party shall treat all information ("Confidential Information") belonging to the other Party as confidential and safeguard it accordingly and shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such extent as may be necessary for the performance of this Agreement or where disclosure is otherwise expressly permitted by the provisions of this clause 14.

14.2. The provisions of this clause 14 shall not apply to any Confidential Information received by one Party from the other which:

14.2.1. Is or becomes public knowledge (otherwise than by breach of this clause);

14.2.2. was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

14.2.3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

14.2.4. is independently developed without access to the Confidential Information; or

14.2.5. must be disclosed pursuant to a statutory or legal obligation placed upon the Party making the disclosure.

15. Data Protection

15.1. For the purposes of this clause 15 the following phrases are interpreted as:

"Data Laws" mean any data protection legislation which may govern either Party's personal data and any amendment, replacement, or re-enactment thereof, and any statutes or regulations made thereunder.

"Data Subject" means an identified or identifiable natural person.

"Personal Data" means any information relating to a Data Subject received by one party (the Recipient) from or on behalf of the other party (the Discloser) in connection with the performance of the Recipient's obligations under this agreement.

15.2. The Parties acknowledge that in the course of carrying out their obligations in respect of this Agreement they may collect certain Personal Data which is protected by the Data Laws.

15.3. Both Parties shall undertake to only use or store such Personal Data in compliance with its obligations under this Agreement and in accordance with the Data Laws.

15.4. The Parties warrant and represent that:

15.4.1. they shall comply with all Data Laws in connection with the exercise and performance of its rights and obligations under this Agreement;

15.4.2. it has implemented technical and

organizational measures that meet the requirements of the Data Laws.

15.5. In the event that either Party receives a Subject Access Request, as defined in the Data Laws, it shall notify the other Party without undue delay and said other Party shall provide such reasonable assistance to the receiving Party as it may reasonably require to ensure its compliance with the receiving Party's obligations under the Data Laws.

15.6. Buyer shall fully indemnify, defend, and hold harmless, L3 DPA and its affiliates, directors, officers, employees, agents, and representatives from and against any and all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, awards, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs and any costs or expenses incurred to support Subject Access Requests), whether or not involving a third-party claim, which arise out of, relate to, or result from the violation or breach of any of your covenant, representation, warrant, provision or other obligation or duty under this clause 15 or under applicable law, including but not limited to the unlawful or improper processing of the personal data.

16. Export Control:

16.1. Unless otherwise implied by the delivery terms stated in the applicable proposal Buyer is responsible for procuring all necessary import or export licenses required to support delivery of the Goods and is solely responsible for any duties payable in respect of the same.

16.2. Buyer shall fully comply with all applicable import, export or re-export regulations (including, but not limited to, any US Government export control requirements) applicable to the Goods or piece of equipment bound to the Goods, and shall hold harmless and indemnify L3 DPA against any claim, liability, losses, costs, damages, and expenses (including without limitation attorney's fee) of whatsoever nature or kind or amount, based upon or

resulting from any action or claim raised by any third party (including without limitations any entity, whether incorporated or not, state agency, governmental authority) due to a failure by Buyer, or any of its agents, assignees, and/or transferees and/or sub-licensees to comply with any and all export/re-export regulations.

17. Severability:

17.1. The provisions of this Agreement are severable and the invalidity, illegality, or unenforceability of any one or more of its provisions does not affect the validity and enforceability of any other provisions.

17.2. If any provision of this Agreement is declared to be invalid, illegal, or unenforceable the parties agree that the court of competent jurisdiction should substitute a valid and enforceable provision that, to the maximum extent possible in accordance with all applicable law and preserves the legal and economic positions of each party as intended in this Agreement.

18. Anti-Bribery and Corruption:

18.1. In entering this Agreement, each Party warrants that it has not done, and in performing its obligations under this Agreement, it will not do, any act or thing that contravenes the Bribery Act 2010 (UK), US Foreign Corrupt Practices Act, or any other applicable anti-bribery or anti-money laundering laws and/or regulations.

19. Disputes and Law:

19.1. In any dispute arising between L3 DPA and Buyer, the parties shall first use all reasonable endeavors to resolve amicably in the ordinary course of business.

19.2. Nothing prevents the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

19.3. This Agreement is governed by the laws of the State of New York exclusive of its conflict of law

provisions and the parties hereby submit to the exclusive jurisdiction of the State of New York Courts.

20. Waiver:

20.1. The waiver by either Party of any breach of any term of the Agreement will not prevent the subsequent enforcement of that term and will not be deemed a waiver of any subsequent breach.

21. Sole Remedy:

21.1. The Parties agree that the rights and remedies arising by virtue of the operation of this Agreement are the sole and exclusive rights and remedies between the Parties in relation to any of the matters arising under this Agreement or otherwise and no Party is entitled to claim any right or remedy against the other which does not arise by virtue of the operation of this Agreement.

22. Assignment:

22.1. Each Party shall not assign to any third party any or all of its rights and obligations under this Agreement, without prior written consent of the other Party, such consent not to be unreasonably withheld, except and to the extent that L3 DPA reserves the right to refuse consent to any assignment to a direct competitor in the design and manufacture of simulation training devices and/or the provision of simulation training services.

23. No Agency:

23.1. The relationship of the Parties hereunder is one of buyer and seller of the Equipment. No relationship of agency, joint venture, or partnership exists or will be deemed to exist between the Parties in particular, it is expressly understood that Buyer does not have the authority to bind L3 DPA in any way.

24. Third Party Rights:

24.1. A person who is not a Party to the Agreement may not enforce any of its terms under any applicable laws and/or regulations.

25. Notices:

25.1. Any notice or communication given under this Agreement will be given in writing and will be regarded as properly served:

- 25.1.1. By email – on receipt of a “Received Receipt”;
- 25.1.2. By post – forty-eight (48) hours after dispatch by Guaranteed Next Day Delivery.

26. Variations:

- 26.1. No variation to this Agreement will be binding unless agreed in writing between the Parties.
- 26.2. Notwithstanding clause 25.1, L3 DPA reserves the right to update this Agreement in line with operational requirements.

27. Agreement:

27.1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous proposals, negotiations, understandings, and agreement, whether oral or written, relating to the subject matter hereof.

STANDARD CONDITIONS OF WARRANTY (“AGREEMENT”)

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.

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.

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 DPA”) and Buyer enter into this Full-Service Warranty Contract (the “Contract”) for the support of L3 DPA’s Simulator products (referred to collectively as “Product” herein) beginning on the Coverage Start Date set forth below. Subject to this Contract, L3 DPA agrees to provide the following support services with respect to L3 DPA’s Simulator Products contained herein:

- Repair or replacement of defective parts & components.
- The costs for shipping parts out and bringing them back from Buyer’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 DPA customer service and Buyer’s simulator. (Buyer must provide voice and high-speed internet connection at the simulator)
- Software and hardware updates are included as defined in Section 5.

:

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

1. Coverage Start & Expiration Dates:

Coverage starts and expires as indicated in the offer.

2. Requesting Service & Service Hours:

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

3. Troubleshooting and Repair:

When Buyer calls L3 DPA regarding a technical problem with their simulator, Buyer and Customer Service technician will troubleshoot the problem. It is the responsibility of Buyer to maintain a voice and high-speed internet connection at the simulator(s) for use to diagnose the problem. Once L3 DPA diagnoses simulator over the phone and determines the failure, L3 DPA will ship replacement part(s). When Buyer receives the part(s), Buyer will call L3 DPA Customer Service (800-595-5740) and L3 DPA will provide telephone assistance to repair Buyer's simulator. This process enables efficient repair of the simulator.

If the simulator is not repairable by Buyer with the remote assistance of the L3 DPA technician, then L3 DPA will schedule a Field Service Engineer to visit Buyer's site to repair and service the simulator. L3 DPA shall bear all travel-related costs (e.g., airfare, rental car, gas, lodging and meals) it incurs with respect to this Contract. L3 DPA will provide on-site service during normal business hours at Buyer's address. L3 DPA will determine the need for the on-site visit.

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

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

4. Moving Your Covered Product to a New Location:

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

5. Updates:

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

6. Service Contract Cancellation:

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

7. Service Contract Limitations:

7.1. Non-Original Manufacturer and Re-Manufactured Parts - Genuine factory parts will be used whenever possible, however, this Contract only allows use of non-original manufacturer and re-manufactured parts when authorized by L3 DPA.

7.2. Buyer shall be responsible for and shall defend, indemnify and hold harmless L3 DPA, its servants, agents and subcontractors from and against all claims, losses, damages, costs (including reasonable legal costs), expenses and liabilities of every kind or nature in respect of the personal injury or death of any personnel or third party and/or damage to third party property resulting from the negligence or willful misconduct of Buyer, its servants, agents or subcontractors under this Agreement.

7.3. L3 DPA is not liable for any loss, destruction or damage to Buyer’s property, including any property which may be the subject of the order unless and then only to the extent that such loss, destruction or damage is a direct result of L3 DPA’s willful misconduct.

7.4. IN NO EVENT WILL L3 DPA BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES OR ANY DAMAGE DEEMED TO BE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT OR CIVIL LAW OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY.

7.5. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF L3 DPA OR ITS SUBCONTRACTORS OR SUPPLIERS OF ANY TIER FOR THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR ANYTHING DONE IN CONNECTION THEREWITH EXCEED THE PRICE PAYABLE FOR THE PRODUCT.

7.6. In the event that this limitation of liability conflicts with any other provisions of this Agreement, said provision shall be regarded as amended to whatever extent is required to make such provisions consistent with this provision.

7.7. Nothing in this clause shall exclude or limit either Party’s liability to each other for death or personal injury; or fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited at law.

8. What is NOT Covered Under This Contract:

8.1. Repair or replacement of Product(s) or parts upon Buyer’s noncompliance with any part of this agreements.

8.2. Coverage, components, products or items not specifically listed herein, or Products whose serial numbers have been removed or altered.

8.3. Any loss, damage or failure of any components or peripherals not installed by L3 DPA, an authorized representative of L3 DPA or under the direction of L3 DPA.

8.4. Any loss, damage or failure resulting from improper use, storage or operation.

8.5 Consumer replaceable items, including but not limited to batteries, tapes, ribbons, bulbs, air filters, fuses, belts, etc.

8.6 Loss, damage or failure resulting from unauthorized repairs, additions, or modifications performed by Buyer or third parties.

8.7 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.

8.8. Any loss, damage or failure caused by conditions beyond L3 DPA'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 DPA's required maintenance, leaking batteries, excessive humidity or dampness.

8.9. Any loss, damage or failure of any software (other than software manufactured by L3 DPA).

8.10. Service outside of the United States and Canada is covered for the original delivery destination. First-level support for outside the US and Canada starts with telephone support. Replacement parts, shipping, taxes, duties, etc. are covered under the provisions of this contract.

On-site support will be provided at the discretion of L3Harris in order to resolve technical issues that arise.

9. Your Promises and Assurances:

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

10. Taxes:

10.1. Prices stated do not include local or state taxes. If Buyer does not have a valid tax exemption, then Buyer is 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 any taxing authority, for Products or Services provided under this Proposal/Contract.

10.2. Buyer further agrees to defend, indemnify and hold L3 DPA 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.

11. Governing Law:

11.1. In any dispute arising between L3 DPA and Buyer, the parties each shall first use all reasonable endeavors to resolve amicably in the ordinary course of business.

11.2. Nothing shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

11.3. This Agreement is governed by the State of New York laws and the parties hereby submit to the exclusive jurisdiction of the State of New York Courts.

12. Force Majeure:

12.1. Neither Party shall be liable for nor deemed to be in default on account of delays in performance of any of its obligations under this Agreement which are due directly or indirectly to any event or circumstance or combination of events or circumstances that is beyond the reasonable control of the affected Party and materially and adversely affect L3 DPA the performance by such Party of all or a part of its obligations under or pursuant to this Agreement. ("Force Majeure Event.")

12.2. For the avoidance of doubt, Buyer will not be relieved of its obligation to make timely payment associated with Services milestones achieved prior to the occurrence of a Force Majeure Event.

12.3. The affected Party shall give the other party timely notice after it becomes aware of any Force Majeure Event, which notice shall, to the extent practicable, specify the length of the delay anticipated and any additional costs, incurred or likely to be incurred, by reason of such Force Majeure Event and the Parties shall agree to amend Buyer's order.

12.4. If a Force Majeure Event continues for a period of one hundred and eighty (180) consecutive days then this Agreement shall automatically terminate unless the Parties agree otherwise in writing.

13. Contract Renewal:

At the end of this Full-Service Warranty Contract, L3 DPA 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, the simulator may be eligible for a warranty renewal if Buyer pays an evaluation fee to assess the condition of the simulator, Buyer pays for any necessary repairs to attempt bringing simulator up to full operating condition, and simulator passes L3 DPA inspection.