

Dane County Contract Addendum Cover Sheet

RES 352
SIGNIFICANT

Revised 06/2021

Contract # Admin will assign	14911F
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Dept./Division	Public Safety Communications	Vendor Name	RACOM
Brief Addendum Title/Description	Extension of current RACOM radio maintenance contract for two (2) years from 1/1/2026-12/31/2027	Vendor MUNIS #	26968
		Addendum Term	1/1/26 - 12/31/27
		Amount (\$)	\$ 1,533,458.14

Department Contact Information		Vendor Contact Information	
Contact	Luis Bixler	Contact	Tim Romanelli
Phone #	608-267-2507	Phone #	708-990-4842
Email	bixler.luis@danecounty.gov	Email	timothy.romanelli@racom.net
Purchasing Officer	Megan Rogan		

Purchase Order – Maintenance or New PO					
<input checked="" type="checkbox"/>	PO Maintenance Needed PO#	Org: DaneCom	Obj: 30291	Proj:	
		Org: DaneCom	Obj: 30292;3254	Proj:	
<input type="checkbox"/>	No PO Maintenance Needed – <i>this addendum does not change the dollar amount of the contract.</i>				
<input type="checkbox"/>	New PO / Req. Submitted Req#	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
<p>A resolution is required when the total contracted amount first exceeds \$100,000.</p> <p>Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000</p>	Addendum #	Term	Amount	Resolution	
	Original	1/1/2023-12/31/2023	\$ 668,400.77	<input type="checkbox"/> None	Res# 2022-255
	A-B	1/1/2023-12/31/2023	\$ 1,407,502.40	<input type="checkbox"/> None	Res# 2023-147
	C	1/1/24-12/31/24	\$ 674,354.90	<input type="checkbox"/> None	Res# 2023-250
	D	1/1/25-12/31/25	\$ 787,996.00	<input type="checkbox"/> None	Res# 2024-275
	E	6/16/25-12/31/25	\$ 302,116.02	<input type="checkbox"/> None	Res# 2025-032
	F	1/1/2026-12/31/2027	\$ 1,533,458.14	<input type="checkbox"/> None	Res# 2025-352
	Total Contracted Amount			\$ 5,373,828.23	

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input type="checkbox"/> Corporation Counsel:	<input type="checkbox"/> Risk Management:	<input checked="" type="checkbox"/> No Pre-Approval

APPROVAL	
Dept. Head / Authorized Designee	
Bixler, Luis	Digitally signed by Bixler, Luis Date: 2026.02.05 12:42:22 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
Slaven, Shelby	Digitally signed by Slaven, Shelby Date: 2026.02.06 16:18:42 -06'00'
	David Gault

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 2/5/26	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Friday, February 6, 2026 12:50 PM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #14911F
Attachments: 14911F.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 2/6/2026 3:10 PM	Approve: 2/6/2026 3:11 PM
	Rogan, Megan	Read: 2/6/2026 1:51 PM	Approve: 2/6/2026 1:51 PM
	Gault, David	Read: 2/6/2026 2:28 PM	Approve: 2/6/2026 2:29 PM
	Cotillier, Joshua	Read: 2/6/2026 12:58 PM	Approve: 2/6/2026 12:59 PM
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14911F
Department: Public Safety Communications
Vendor: RACOM Corporation
Contract Description: Addendum to extend radio maintenance contract (Res 352)
Contract Term: 1/1/26 – 12/31/27
Contract Amount: \$1,533,458.14

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

2025 RES-352

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EXTENSION OF DANECOM RADIO SYSTEM MAINTENANCE CONTRACT AMENDMENT

Public Safety Communications (PSC) currently has a contract with RACOM to perform maintenance for the DaneCom system, which includes software updates and a 24-hour, 7-day a week network operations center that monitors the health and functionality of the DaneCom radio system. The DaneCom radio system is a critical and essential element of communications between the PSC and field responders. This contract amendment is for two years and is awarded to RACOM beginning on January 1, 2026.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Board of Supervisors does authorize a two-year contract to RACOM with the total cost being \$1,533,458.14 and that the County Executive and County Clerk are authorized to execute the agreement.



DANE COUNTY CONTRACT

ADDENDUM # 14911F

Revised 11/2024

THIS ADDENDUM, made and entered into effective as of the date by which both parties hereto have executed this document, by and between the County of Dane (hereinafter referred to as "County") and RACOM Corporation (hereinafter, "Provider").

WITNESSETH:

WHEREAS Provider and County, by a separate document (hereinafter, the "Master Agreement"), Dane County Contract # 14911, have previously entered into a contractual relationship pursuant to which Provider provides DaneCom radio system maintenance, and

WHEREAS County and Provider wish to amend the Master Agreement in order to extend the term of the contract.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each party for itself, the parties do agree as follows:

1. The Master Agreement shall remain in full force and effect unchanged in any manner by this addendum except as changes are expressly set forth herein. This addendum shall control only to the extent of any conflict between the terms of the Master Agreement and this addendum.
2. The Master Agreement, and any amendment or addendum to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, the Master Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under the Master Agreement, or any subsequent amendment or addendum.
3. The term of the contract is extended through December 31, 2027 to continue the program for DaneCom radio maintenance, at an additional cost of \$1,533,458.14.

IN WITNESS WHEREOF, the parties, by their respective authorized representatives, have set their hands and seals as of the dates set forth below.

FOR PROVIDER:

Michael Miller - President - RA.com
NAME
TITLE

2/4/26
Date

FOR COUNTY:

Melissa Agard
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

MAINTENANCE AGREEMENT

This Maintenance Agreement (together with its addenda attached hereto hereinafter referred to as the "Agreement") is entered into this 1st day of January, 2026 (the "Effective Date") by and between RACOM, headquartered at 201 W State St. Marshalltown, Iowa 50158, ("Service Provider"), Dane County, Wisconsin located at 210 Martin Luther King Jr Blvd, Madison, WI 53703-3345 (hereinafter "Customer").

1. SCOPE OF AGREEMENT

During the Term (as defined in Section 5.1 below), Service Provider agrees to provide Customer with repair and maintenance services, including, if applicable, repair parts (if included), as outlined in Section 2 of this Agreement, to maintain the Customer's equipment listed in Addendum II to this Agreement.

2. CONDITIONS OF SERVICE

Service Provider shall supply all supervision, labor, service facilities, repair parts (if included), test equipment, and supplies as required to meet Service Provider's obligations under this Agreement.

2.1 Service Facilities

Service Provider shall have a full-service maintenance facility available and staffed with factory-trained service technicians.

2.2 Right to Subcontract

Service Provider may utilize subcontracted services from authorized providers to provide the services and fulfill the requirements outlined in this Agreement. Should any subcontractor fail to perform, or their performance otherwise proves unsatisfactory based on Service Provider's review of the subcontractor's performance, Service Provider will arrange for a replacement subcontractor.

2.3 Fixed Equipment Maintenance

Fixed equipment is defined as the fixed equipment, which is listed in Addendum II, Equipment List, attached hereto and incorporated herein by reference. All work on fixed equipment shall be performed at the location of the equipment whenever possible.

Emergency service will be available twenty-four hours per day, seven days per week. Technical personnel will respond to the emergency service request and



begin troubleshooting efforts within two (2) hours of Service Provider's receipt of the request and be at the location of the failed equipment within four (4) hours of Service Provider's receipt of the request if the problem cannot be corrected remotely. The fees payable for emergency services are included in the annual maintenance fee. No fixed equipment shall be out of service in excess of 24 hours after Service Provider's receipt of notification of equipment failure when the failure results in the inability of mobile units to communicate with each other or with a dispatch center.

2.4 Mobile Equipment Maintenance

Mobile equipment is defined as the mobile equipment, which is listed in Addendum II, Equipment List.

Mobile equipment shall be serviced at the Customer building where the vehicle is usually assigned, at the vehicle's work location, or a Service Provider's authorized service facility during regular working hours as mutually agreed upon by Service Provider and the Customer. All mobile service requests must be responded to within two working days from Service Provider's receipt of the repair request.

Emergency service will be available twenty-four hours per day, seven days per week. Emergency service on mobile equipment, if requested, will be performed at the rate for demand service outlined in Addendum I, Maintenance Rates, attached hereto, and incorporated herein by reference.

2.5 Spare Parts

- a. The purchase of the Customer's spares inventory will be at the Customer's expense. Customer-owned spares will be maintained by Service Provider to enable Service Provider to provide Customer with prompt access to the spares when needed. These spares may be located at a Customer facility that is accessible by Service Provider on 24x7x365 basis or at a Service Provider service center.
- b. Third-party equipment will be supported in accordance with the individual manufacturer's provisioning policy. Service Provider will utilize commercially reasonable efforts to assure third-party spare parts and equipment available to support its maintenance obligations under this Agreement, subject to availability from the manufacturer. Service Provider shall not be liable to Customer for third-party spare part and/or equipment obsolescence or unavailability under this Agreement beyond commercially reasonable efforts.

2.6 Working Hours; Working Days

Working hours are defined as 8:00 a.m. to 5:00 p.m. local time on working days which are defined as Monday through Friday, excluding Service Provider

holidays. Work performed outside of working hours and working days is defined as emergency service and will be performed at demand service rates unless otherwise expressly provided within this Agreement.

2.7 Demand Services

“Demand Services” shall mean service requests that are not included in this Agreement as described in Section 2.8, Maintenance Responsibilities, of this Agreement. The installation, removal, or reinstallation of equipment not associated with repair/maintenance efforts as defined in this Agreement shall be considered Demand Services and will be performed by Service Provider, following reasonable notice, at the rates listed in Addendum I to this Agreement. Service work made necessary because of abuse or neglect, or improper use not caused by Service Provider will be performed at the hourly rate for Demand Services, plus the costs and expenses incurred for the purchase of parts. Special work, not otherwise covered by Demand Services, will be performed at Service Provider’s then-current prevailing rates for such special work as quoted by Service Provider to Customer.

2.8 Maintenance Responsibilities

Subject to the exclusions and limitations set forth in Sections 2.7 and 6.4 of this Agreement, Service Provider agrees to provide the following services and perform the tasks:

- a. If applicable, the radio system will remotely report any alarm conditions to Service Provider. Investigation and troubleshooting of alarms shall begin in order of severity and impact to the overall system’s ability to maintain effective communications. Service Provider will inspect/test the communication equipment and make such repairs, adjustments, and replacements of components as may be necessary to maintain and restore the system to normal operating conditions.
- b. Service Provider shall repair, maintain and service equipment listed in Addendum II, Equipment List, attached hereto.
- c. Service Provider shall perform preventative maintenance inspections and tests as recommended by the manufacturer of the equipment and required by applicable FCC regulations; at a minimum, these inspections and tests will be performed annually for the equipment listed in Addendum II.

2.9 Service Records

The following service records shall be maintained and made available to Customer upon request:

Monthly mobile service activity, by vehicle number, including model number,



serial number, work performed, and time required to restore service.

Monthly emergency service activity, including failure type, corrective action is taken, and time required to restore service.

The results of preventive maintenance tests and inspections, if requested by Customer, within 30 days of completion or the date of receipt of Customer's request.

The foregoing service records shall be retained for the term of this Agreement.

2.10 Software Upgrades

Service Provider will provide labor to install and test software upgrades for corrective or enhancement purposes, provided that Customer and Service Provider enter into an amendment to this Agreement pursuant to which Customer subscribes to a Service Provider software services agreement that provides the upgraded software.

2.11 Database Reprogramming

On an annual basis during the term of this Agreement, mobile and portable radio reprogramming will be provided by Service Provider at no cost to Customer and will also be performed at no charge if the correction is necessary because of an error or omission made by Service Provider. Database changes made at Customer's request will be performed at the hourly rates listed in Addendum I to this Agreement.

2.12 General

All services provided under this Agreement are only applicable to the equipment listed in Addendum II to this Agreement. Prior to execution of this Agreement, Service Provider reserves the right to require Customer to provide a complete serial number listing of all equipment listed in Addendum II to this Agreement which is to be covered under this Agreement.

2.13 Special Conditions

Any special service conditions are listed in Addendum III to this Agreement, the provisions of which are incorporated herein by reference.

3. CUSTOMER FINANCIAL OBLIGATIONS

- 3.1** Customer shall pay the annual maintenance fee as outlined in Addendum I to this Agreement annually in advance, on or before the Effective Date and thereafter on or before each annual anniversary of the Effective Date during the term of this Agreement and any renewal. Customer shall pay all fees for Demand

Services within thirty (30) days of receipt of Service Provider's invoice. Any other amounts payable under this Agreement are due within thirty (30) days of Customer's receipt of Service Provider's invoice.

3.2 The fees and rates set forth in Addendum I are subject to change as provided in Addendum I.

3.3 All late payments under this Agreement shall bear interest at a rate of one and one-half percent (1.5%) per month.

4. WARRANTY

4.1 Service Provider warrants that all services performed under this Agreement will be done in a good and workmanlike manner. As Customer's sole and exclusive remedy and Service Provider's sole liability, Service Provider shall reperform any non-conforming services provided that Customer notifies Service Provider of the nonconformity within ninety (90) days following the performance of the service.

4.2 THE WARRANTY SET FORTH IN SECTION 4.1 ABOVE IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SERVICE PROVIDER'S SOLE LIABILITY UNDER THIS AGREEMENT AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SERVICE PROVIDER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

4.3 Patents, Trademarks, Information

a. Nothing in this Agreement shall be construed as;

- (i) A warranty or representation by Service Provider that any services, deliverables, information, or other materials provided under this Agreement are or will be free from infringement or misappropriation of the intellectual property rights of third parties; or
- (ii) Conferring a right to Customer a right to use in advertising, publicity or otherwise any trademark or trade name of Service Provider; or
- (iii) Granting to Customer by implication, estoppel, or otherwise any licenses or rights under any intellectual property rights of Service Provider.

- b. SERVICE PROVIDER MAKES NO REPRESENTATIONS, EXTENDS NO WARRANTIES OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND ASSUMES NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO THE ADEQUACY, ACCURACY OR UTILITY OF ANY INFORMATION OR OTHER MATERIALS OBTAINED BY CUSTOMER UNDER THIS AGREEMENT AND SERVICE PROVIDER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Service Provider assumes no responsibilities whatsoever with respect to the use by Customer or any third-party of any information obtained by Customer or third-party under this Agreement with respect to any use, sale, or other disposition by Customer or its clients or other transferees of any products incorporating or made by use of the information obtained under this Agreement.

4.4 General

- a. Radio systems are subject to degradation of service from natural phenomena such as so-called "skip" interference and other causes beyond the reasonable control of Service Provider such as motor ignition and other electrical noise as well as interference from other users assigned by the FCC to the same or adjacent frequencies. Customer acknowledges and agrees that Service Provider has no responsibility or liability for any interference or disruption of service caused by the operation of other radio systems or by natural phenomena or by motor ignition or other interference outside of Service Provider's reasonable control. Such preceding interference and noise can be minimized by the addition of corrective devices (at Customer's expense) adapted for particular locations and installations. Service Provider will investigate interference complaints (at the rates specified in Addendum I to this Agreement) and make recommendations as to the use of such devices; however, total freedom from noise and interference cannot be guaranteed.
- b. Customer acknowledges and agrees that Service Provider has no responsibility or liability for signal strength unless the deficiency is the result of Service Provider's failure to maintain the equipment in accordance with this Agreement.
- c. If, due to the action of regulatory authorities, changes to the equipment become necessary, Customer may request that Service Provider implement such changes, which changes will be performed by Service Provider at the expense of the Customer and at mutually agreed to times.

5. TERM AND TERMINATION

- 5.1 This Agreement commences on the 1st of January, 2026 and shall continue for two(2) years ending on the 31st of December, 2027, unless earlier terminated pursuant to this Section 5.
- 5.2 In the event that the Customer fails to make any overdue payments due to Service Provider under this Agreement within fifteen (15) days after receipt of written notice from Service Provider, Service Provider may at its option and in its sole discretion immediately thereafter terminate this Agreement or suspend the provision of services hereunder.
- 5.3 A Contracting Party given proper notice of default shall have thirty (30) days to cure after notification is received. This thirty (30) day period shall be extended by an additional ninety (90) days if:
- a. The failure cannot reasonably be cured within the thirty (30) day period despite diligent efforts,
 - b. The default is capable of being cured within the additional ninety (90) day period, and
 - c. The defaulting party commences cure within the original thirty (30) day period and is at all times thereafter diligently and continuously proceeding to cure the failure.

6. LIMITATION OF LIABILITY

- 6.1 THE TOTAL AGGREGATE LIABILITY OF SERVICE PROVIDER, INCLUDING ITS SUBCONTRACTORS AND SUPPLIERS, FOR ANY AND ALL CLAIMS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR PATENT INFRINGEMENT) OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY EQUIPMENT OR THE FURNISHING OF ANY SERVICE, SHALL NOT EXCEED THE PRICE PAID BY CUSTOMER AND ALLOCABLE TO THE SPECIFIC SERVICE WHICH GAVE RISE TO THE CLAIM IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE. NO CLAIMS MAY BE BROUGHT, AND SERVICE PROVIDER SHALL HAVE NO LIABILITY TO CUSTOMER, FOLLOWING THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD SPECIFIED IN THE ARTICLE ENTITLED "WARRANTY."

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

6.3 Any action for any claim of any kind for any liability, loss or damages arising out of, connected with or resulting from this Agreement including without limitation the performance, non-performance or breach of this Agreement, or from the manufacture, sale, delivery, installation, technical direction or installation, resale, repair, servicing, replacement, licensing or use of any services, deliverables, equipment, information or other materials hereunder, must be commenced within one (1) year after the cause of action occurred, or it shall be deemed waived or barred.

Service Provider shall not be responsible for providing service for equipment, or liable for costs incurred for repair and/or replacement of equipment, that is damaged, fails or becomes inoperative due to accident (including without limitation liquid intrusion), negligence or misconduct on the part of the user, force majeure events, installations or removals performed by users, work performed by third parties not authorized by Service Provider or for any other exclusion set forth on Annex III (Special Conditions) attached hereto.

Further, Service Provider shall not be liable for costs incurred for correcting, replacing or repairing data corruption induced and/or caused by user negligence or misconduct or by third party personnel, force majeure events, or which results from other equipment/systems/services not provided by Service Provider.

6.4 The provisions of this Section, LIMITATION OF LIABILITY, shall apply notwithstanding any other provisions of this Agreement or any other agreement between the parties.

6.5 The provisions of this Section, LIMITATION OF LIABILITY, shall survive the expiration or termination of this Agreement.

7. GENERAL PROVISIONS

- 7.1 All notices under this Agreement shall be in writing and shall be deemed to have been duly given (i) upon being delivered personally, (ii) upon receipt if sent by overnight courier signature required, or (iii) upon receipt if mailed by certified mail, return receipt requested. Notices shall be sent to the representatives named below or any subsequent representative for which notice was provided pursuant to this section.

Service Provider:

RACOM Corporation
201 W State St
Marshalltown, IA 50158

Customer:

Dane County, Wisconsin
210 Martin Luther King Jr Blvd
Room 109
Madison, WI 53703-3345

- 7.2 This Agreement shall be interpreted under and governed by the laws of the State of Iowa without regard to its conflicts of laws principles. The parties irrevocably agree that any dispute hereunder shall be exclusively brought in the state or federal courts located in Des Moines, Iowa and the parties hereto hereby consent to the jurisdiction and venue of such courts and waive any right to contest same.
- 7.3 The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other provisions thereof. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- 7.4 No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 7.5 Service Provider shall not be responsible for delays or failures in performance under this Agreement that are due to causes beyond its reasonable control including, but not limited to, acts of God, war, riot, acts of terrorism, fires, severe weather, natural disaster, floods, strikes, labor disputes, blackouts, pandemics, epidemics, acts of government authority, failure of internet service providers, failure of utility or telecommunications providers, embargoes or work performed on specified equipment by third parties not authorized by Service Provider to perform such work. In the event such delays or failures interrupt Service Provider's services to Customer, Service Provider shall promptly notify Customer of the circumstances and the anticipated delay.

- 7.6** This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, and this Agreement supersedes and replaces all prior agreements and understandings between the parties, either oral or written, regarding the subject hereof. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to entering into the Agreement, except as expressly stated in the Agreement. No supplement, modification, amendment, or waiver of any provision of the Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. No terms or conditions stated in a Customer purchase order shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.
- 7.7** This Agreement may not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, Service Provider may: (i) assign all its rights, obligations, and liabilities under this Agreement to any affiliate; or (ii) assign its rights to monies due or payable under this Agreement. Service Provider shall provide Customer with written notice of any such assignment. Service Provider's assignment of monies due or payable under the Agreement will not relieve Service Provider of any obligations or responsibilities to Customer hereunder.

ADDENDUM I

SERVICE MAINTENANCE RATES

A. CURRENT ANNUAL MAINTENANCE RATES

2026- \$755,398.24

2027- \$778,059.90

Annual maintenance charges are updated by Service Provider from time to time during the term of the Agreement (the "List Price").

If Customer adds additional equipment to this Agreement during a Contract Year, the annual maintenance charges payable by Customer for the additional equipment will be then-current List Price as pro-rated based on the remainder of the Contract Year.

For purposes hereof, "Contract Year" means each twelve-month period during the term of this Agreement.

B. DEMAND SERVICES

a. Demand Service and Database Correction Rates

Hourly rates apply only when outside the scope of a full and comprehensive service agreement during working hours. Working hours are Monday through Friday from 8:00 am to 5:00 pm, excluding holidays.

Category	Role	Hourly Rates
		Central
Technician Services	Technician	\$165
Project Management	PM	\$200
	Senior PM	\$300
RF Engineering Services	System Engineer	\$200
	Senior System Engineer	\$300
Networking / IT Services	Network Engineer	\$200
	Senior Network Engineer	\$300

- After-hour calls on non- holidays: 1.5 times the standard rate
- Holiday emergency calls: 2 times the standard rate
- Radio Reprogramming: \$75.00 per radio

b. Demand Service Hourly Rate Reset

The rates are in effect as of April 1, 2024. Thereafter, rates are subject to increase annually on April 1 of each year to Service Provider's then current List Price (as defined below under the heading Annual Maintenance Charges).



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Maintenance Agreement

ADDENDUM II

EQUIPMENT LIST

If Customer requires an equipment list, Customer shall request detailed equipment list from Seller by notifying the Seller in writing. Giving the Seller up to 60 days to provide a complete list of the Customer's equipment.

Customer may add or delete equipment items to the Equipment List by notifying the Seller in writing. As additional items are purchased from Seller they will be added to this Agreement. Any changes to this Agreement will be through an Amendment document completed by Seller and provided to Customer for review, approval and signature. The Amendment document will provide revised Equipment Lists, revised pricing structure changes, if applicable and any necessary changes to fully incorporate the additional items into the Agreement

All services provided under this Agreement are only applicable to the land mobile radio products and systems included in the equipment list

ADDENDUM III

SPECIAL CONDITIONS

1. Maintenance Exclusions

1.1 Fixed Equipment

The items identified below are covered during the warranty period if they have been provided and installed by Service Provider. Following the end of the warranty period, these items are specifically excluded from coverage by this Maintenance Agreement, unless otherwise noted in Addendum II (A) Fixed Equipment List. Customers may request services on these items at the then-current Demand Services Rates listed in Addendum I — Annual Maintenance Rates.

- a. Batteries of any type or equipment location. Batteries are considered a consumable item and are not covered by this agreement.
- b. Any UPS or power conditioning equipment and associated batteries are excluded from this Agreement.
- c. Site Civil Work Items are excluded from this Agreement to include:
 - Towers and Tower Lighting Systems
 - Tower Antennas
 - Tower Feed/Hard Line Coax
 - Shelters — including lighting fixtures or bulbs, HVAC systems & Fire Suppression Systems.
 - Fences
 - Land, Roads, and surface coverings
 - Landscaping
 - Generators
 - Generator Fuel Tanks
 - HVAC
 - Power Supplies
 - Site Electrical Feed (whether underground or overhead)
- d. Console Personal Audio Accessories (headset, earpiece)

1.2 Mobile (Non-Fixed) Equipment

- Portable Radios — Specifically Excluded are:
 - Antennas
 - Batteries
 - Carrying Cases
 - Audio Accessories (speaker microphone, headset, earpiece)



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& Competition Sensitive*

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Maintenance Agreement

- Mobile Radios — Specifically Excluded are:
 - Antennas
 - Power Cables
 - Control Head to T/R package cables for remote mount units
 - Fuses & Fuse Holders
 - Audio Accessories (microphone, headset, earpiece)
 - Any issues related to vehicular power systems
 - Voltages out of radio specification range
 - Voltage spikes

1.3 Civils Equipment — Towers, Shelters, Generators, UPS

- Customer may request that Service Provider provide maintenance services to Civils Equipment and grounds. Service Provider will provide a Demand Services quotation for the service requested. The Customer will issue a Purchase Order to Service Provider to approve proceeding with the quoted services.

1.4 Insurance of Customer-owned equipment

1.5 Other Exclusions:

- Hardware, firmware, and software upgrades that enhance the features beyond the version release purchased by the Customer.
- Phone/Fiber or remote lines.
- Cosmetic damage to radio housing, accessory, or cable.
- Damage resulting from accident, misuse, abuse, neglect, or theft.
- Damage from liquids, battery corrosion, or other chemicals.
- Damage resulting from charging systems, jump-starting, or power line voltage fluctuations.
- Damage from lightning or other acts of nature.
- Damage resulting from the repair or installation or the attempted repair or installation by anyone other than Service Provider.
- Customer utilities and consumables.
- Tower Climbing and/or Tower Crews

2. Specialized Site Access

On-site response times are based on the assumption that the site is accessible by standard transportation methods and vehicles. On-site response time requirements exclude site locations that require extensive drive time due to traffic conditions or site locations where specialized vehicles (snowcat, helicopter, etc.) are required. In addition, Customer is responsible for ensuring that all necessary clearances, escorts, or other special requirements have been met in advance to allow technicians prompt access to



any equipment requiring service that may be located in a secured or limited access area of the Customer's facilities. This also includes snow plowing/removal at tower site locations.

3. Equipment Lists

All services provided under this Agreement are only applicable to the equipment set forth in Addendum II to this Agreement.

Customer may request that additional equipment items be added to the list of maintained equipment set forth on Annex II. Any mutually agreed additions to Annex II will be set forth in a written amendment to this Agreement which is executed by both parties and sets forth the equipment to be added, the annual maintenance fees payable by Customer and any other necessary changes to fully incorporate the additional items into the Agreement.

In addition, Customer may delete equipment items from the list of maintained equipment set forth on Annex II by notifying Service Provider at least thirty (30) days prior to the end of the then-current Contract Year and the parties will execute an amendment to this Agreement which sets forth the equipment to be deleted, the adjusted annual maintenance fees payable by Customer and any other necessary changes to reflect the deletions.

4. Transportation

Service Provider shall provide transportation in the form of conventional vehicles, including four-wheel drive if needed. Non-Conventional transportation is not included in this agreement. Should non-conventional transportation be required in the form of the snowcat, snowmobile, bucket truck, helicopter, etc., Customer may provide such transportation or Service Provider will provide as a Demand Service per the provisions of Section 2.7 and per pricing in Addendum I — Demand Service Rates.

5. Incidental Calls for Service

Calls for repair on contract equipment that have failed as a result of third-party equipment, or services are not covered under this Agreement. Example: phone/fiber circuits that are used to control remote base stations. This is limited to preliminary diagnostics of the problem. At the customer's request Service Provider will contact the third-party provider and explain the problem.

6. Limit of Repairs

No single repair to the equipment shall exceed the value of that equipment. Service Provider will make every reasonable attempt to make repairs to older equipment; however, obsolete or end of life parts may not be available from the manufacturer Customer will replace such items at Customer's expense.

