

SIAE Microelettronica

Customer Technical Support Description

For NASPO ValuePoint Competitive Solicitation No. 00318

February 2021

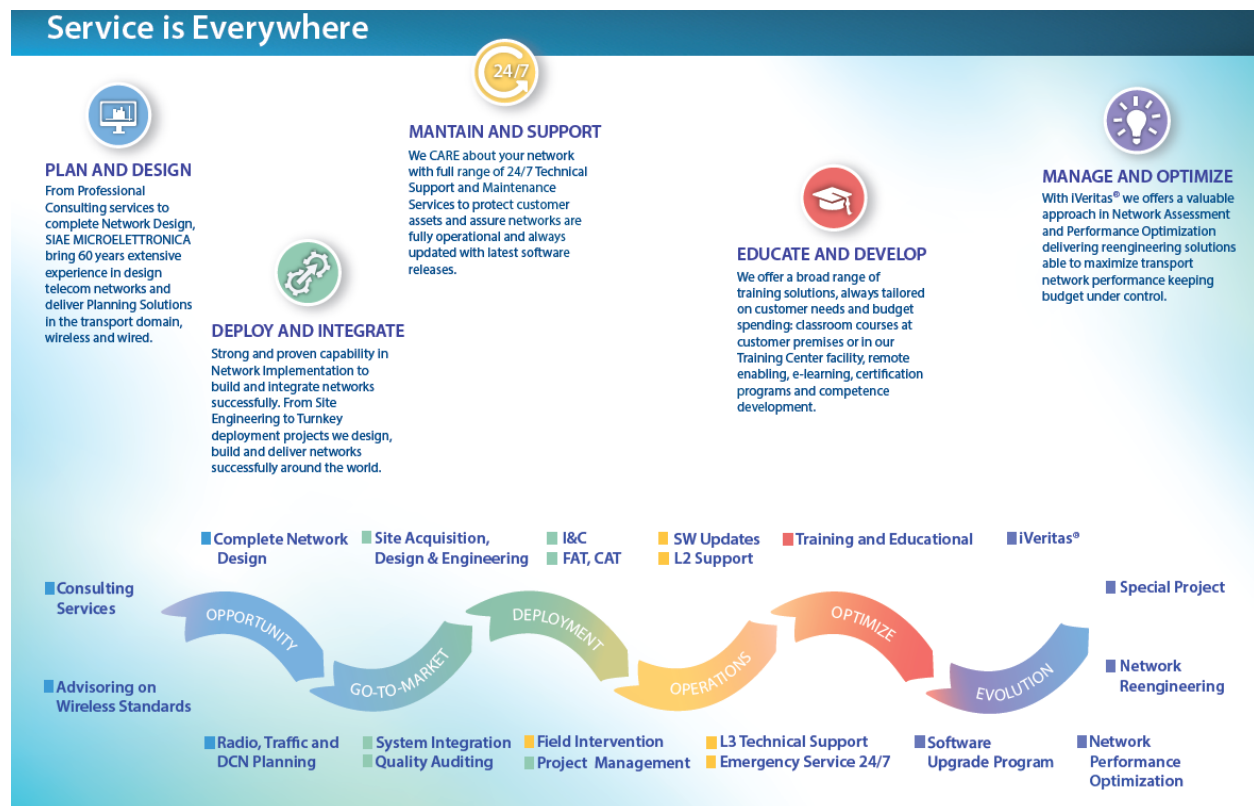
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1.0 Introductory to SIAE Global Services Portfolio

SIAE Global Services Portfolio has essential service components to meet all types of customer challenge and needs throughout the globe. SIAE MICROELETTRONICA brings 70 years extensive carrier-class of service experience and real-world experience to serve the entire network lifecycle with a full range of tailor-made services that meets the customer needs. Outstanding capability in the market and valuable team of qualified engineers to deliver an effective and cost optimized turnkey solutions. SIAE Customer(s) benefit from of SIAE MICROELETTRONICA's worldwide experience to design, build, maintain, educate, and optimize networks successfully.



With growing competition and constant change in the communication industry, it is crucial for operators to have the highest availability and performance in their networks. A vital prerequisite for high quality network operations is of course fast and qualified support and maintenance services. Network Operators globally require a partner that will support them throughout the life cycle of their network to protect the investment that they have made in building up their network and customer infrastructure.

Operators all over the world can rely on SIAE MICROELETTRONICA 70 years' experience, which has been continually proved with the maintenance and support of telecommunications solutions, worldwide, for decades.

CUSTOMER BENEFITS

SIAE MICROELETTRONICA offers its customers advanced network maintenance services that combine top service quality with highly flexible structures and processes. Our solutions allow us to offer tailor-made, comprehensive technical network support in keeping with our customers' needs and requirements.

Benefits of the CARE services at a glance:

- Professionally maintained products and solutions ensure your networks have high availability to keep customers satisfied and deliver quality customer experience.
- Enables you to continuously introduce new services to market fast and in cost efficient manner and scale your network with the needs of your agency requirements.
- Provides technical assistance to your staff in daily network operations related issues.
- Support to manage the financial and technical risks of complex products, solutions & complete networks.
- Predictable and limited costs via volume and annual-based tiered maintenance and support packages options
- The ongoing protection of investment in network infrastructure throughout its lifecycle.
- Decades of experience in the telecommunication industry and services.
- Guaranteed Service Levels.
- Reduced costs thanks to tailor-made maintenance solutions adapted to customer's specific needs and requirements.

1.1 SIAE Tiered Maintenance and Support Services and Response Times for U.S.-based Customers

SIAE Standard Support and Maintenance Services proposal for Washing State Department of Enterprise Services – Competitive Solicitation – No. 00318 for Public Safety Communications Products, Services and Solutions includes SIAE “Silver” Maintenance Package as the standard support package included with purchase of SIAE radios. Additionally, SIAE offers optional “Gold” and “Diamond” Service Packages for enhanced services and support.

These services are offered and supported by SIAE Tier 1 Support Representative, Tier 2 Technical Support, and Tier 3 Engineering Support staff located in the SIAE Technical Support Center in Dallas/Fort Worth, TX. Additionally, SIAE support and engineering personnel are supported by product and system engineering experts located in SIAE Headquarters and Factory in Cologno Manzone (Milan), Italy.

SIAE maintenance service package offerings (Silver, Gold, Diamond) provide the support and maintenance components are described in tables below including: technical query, remote access, trouble resolution, software updates, emergency support, and hardware repairs.

SIAE Maintenance and Support Service Offerings**			Diamond	Gold	Silver (Standard NASPO)
8am to 5pm CST - Weekdays (U.S.-Based Tech Support Personnel)			Yes	Yes	Yes
7x24x365 (U.S.-Based Technical Support Personnel)			Yes	No	No
Technical Query			30	60	60
Remote Access (via customer-approved tool)			Yes	Yes	No
Software/Firmware Updates			yes	Yes	Yes
Hardware Repair Services			yes	Yes	Yes
Software Support Services			Included with HW*	Included w/ HW	Included with HW
Emergency Support (see response/restoration SLA below)			Yes	Yes	Yes
Advance Replacement Services			yes	Yes	No
Emergency Support	Initial Response		30 min	60 min	60 min
	Restoration		4 hours	8 hours	24 hours
Price Per Terminal (per year)			\$750.00	\$250.00	Included

* Software support for SIAE Radio Product(s) is included with hardware purchase under the SIAE Standard Manufacturer Warranty and/or Extended Warranty.

** SIAE Maintenance and Support Tiered Service Offerings apply to products covered under a standard manufacturer warranty or extended warranty. SIAE also offers volume pricing (annual) for clients with large number of terminals, and this pricing is provided in SIAE Customer Technical Support Document submitted as part of Exhibit B-3.

Additional Services	LIST Price	NASPO Price
On-site Engineer (per day)	\$1,500 + Travel Expenses	\$1,500 + Travel
Provisioning Support (1 to 25 Terminals)	\$3,200 per year	\$2,800 per year
Provisioning Support (25 to 100 Terminals)	\$8,000 per year	\$6,400 per year
Provisioning Support (100 to 400 Terminals)	\$12,500	\$10,000 per year

Maintenance and support components and summarized in table below :

Item	Description
Technical Query	Technical Query service provides qualified and competent provision of remote assistance for technical and non-urgent operational queries that requires product technical expertise. Queries are handled by technical experts providing comprehensive responses within the agreed response time. 8x5 standard working hours* (*could be varying according different customer agreement)
Trouble Resolution	The Trouble Resolution service provide <u>customer oriented</u> handling and resolution of reported technical problems and malfunctions on SIAE products. It includes complete fault management process with regular progress reports throughout the problem solving till delivery of workarounds and/or ultimate correction within the agreed service level. 8x5 standard working hours* (*could be varying according different customer agreement)
Remote Access	Provide service and analysis of the situation directly on SIAE network management system (NMS) via secure remote connection, for which the Customer must provide remote access facilities. Bundled with TQ, TR and EMCY
SW Updates	Provide SW updates to allow the implementation of corrections and/or minor enhancements. SW deliveries are verified, fully documented with implementation instructions and delivered within the agreed service levels. Bundled with TR
Emergency Support	The Emergency Service gives 24x7x365 direct access to SIAE remote L3 technical expertise when critical problem occurring on SIAE products and solutions is causing considerable service and management restrictions and requires immediate recovery actions.
HW Repairs	The HW Repairs provides repair of defective, customer-owned hardware (Parts). 8x5 standard working hours

1.2 Maintenance Service Package Options Response Times

SIAE Maintenance and Support Service Offerings**			Diamond	Gold	Silver (Standard NASPO)
Trouble Restoration/ Resolution Service Level Agreement	Severity	Response			
	Critical	Initial Response	1 working hour	1 working hour	2 working hours
		Work Around	1 working day	1 working day	2 working days
		Final Resolution	30 calendar days	45 calendar days	60 calendar days
	Major	Initial Response	4 working hours	4 working hours	4 working hours
		Work Around	5 working days	5 working days	5 working days
		Final Resolution	45 calendar days	60 calendar days	90 calendar days
	Minor	Initial Response	1 working day	1 working day	1 working day
		Work Around	15 working days	15 working days	30 working days
		Final Resolution	75 calendar days	75 calendar days	180 calendar days
Additional Services		LIST Price	NASPO Price		
On-site Engineer (per day)		\$1,500 + Travel Expenses	\$1,500 + Travel		
Provisioning Support (1 to 25 Terminals)		\$3,200 per year	\$2,800 per year		
Provisioning Support (25 to 100 Terminals)		\$8,000 per year	\$6,400 per year		
Provisioning Support (100 to 400 Terminals)		\$12,500	\$10,000 per year		

Severity Level Classification

The level of severity rose when creating a new service request (trouble ticket) shall be in accordance with the TL9000 standards severity classification. The USA Technical Support Center uses severity level classifications, established in accordance with defined service level requirements, to prioritize service requests. Customer Services' standard classifications adhere to industry service guidelines:

- (a) Critical, Severity Level 1: Conditions that severely affect service. (Service interruption / inability to handle expected traffic load / significant loss of user data. Meaningful work / production cannot be achieved; successful work-around is not available.)
- (b) Major, Severity Level 2: Conditions that result in degraded performance seriously affecting service. (Operations are impaired.)
- © Minor, Severity Level 3: Non-service affecting conditions that do not significantly impair the function of the system.

1.3 Detailed Service Description for SIAE Maintenance Components

Technical Query Detailed Service Description

Technical Query service provides qualified and competent provision of remote assistance for technical and non-urgent operational queries that requires product technical expertise. Queries are handled by technical experts providing comprehensive responses within the agreed response time.

Technical Query provides a single point of contact for the customer to request technical questions and receive qualified answers on SIAE products, resulting in remote support and remote analysis (if needed¹) together with written responses. Technical Query service is aimed to provide remote expert assistance and advice in the form of additional information or explanation regarding product, system operation & maintenance instructions.

It gives the customer direct access to extensive Technical Support expertise so that technical and operational enquiries regarding product operational issues are addressed together with the relevant areas of SIAE expertise. Queries are logged and are quickly and competently answered within defined time periods. The customer will be kept informed regularly with regard to the status of the query. The expert remains in contact with the Customer until the query has been fully resolved.

Trouble Resolution Detailed Service Description

Trouble Resolution provide remote assistance to resolve technical problems and malfunctions during the operation of the network activating full scope fault management process till final correction. Trouble Resolution service provide customer oriented handling and resolution of reported technical problems and malfunctions on SIAE products. It includes complete fault management process with regular progress reports throughout the problem solving till delivery of workarounds and/or ultimate correction within the agreed service level.

In case a problem is identified or suspected and cannot be solved by customer, a trouble ticket can be opened with SIAE Technical Support Staff and agreed priority-level basis according to the severity of the incident. A SIAE Technical Support expert will be assigned to initially investigate and analyze the problem and liaise with the Customer throughout the duration of investigations and the resolving process. SIAE uses the full scope of their expertise, experience and knowledge systems to isolate, reproduce and verify the problem in a test environment and activate R&D if correction is needed in order to provide a solution within the agreed service level.

Customer will receive regular updates on the progress of the investigation. If necessary, a temporary workaround (e.g. SW patches and/or operational procedures) may be introduced in order to mitigate the

¹ Remote Access service is a prerequisite in order to guarantee the resolution times according to the agreed service level.

impact of high priority problems until a final resolution is available. A final corrective measure will be made available within the agreed service level.

SIAE strongly recommends to its customers that secure and controlled Remote Access facilities be provided to relevant network elements. SIAE technical experts will have clearer visibility during the investigation and troubleshooting stages enabling a quicker interim solution to be instigated. A remote access greatly enhances that the resolution time service level agreements are met.

Remote Access Detailed Service Description

The Remote Access service provide remote analysis of the situation directly on SIAE network management system (NMS) via secure remote connection, for which the Customer must provide remote access facilities. SIAE technical expert shall have the capability to remotely interrogate Customer equipment installed on the customer's premises for the purposes of investigating problem reported. Remote Access shall be able to:

- Provide analysis and diagnosis for trouble identification via online remote login into the respective network elements or network management system (NMS).
- Check settings in the network management system (NMS).
- Collect alarm logs and/or system log files for trouble analysis.

The Customer shall ensure that the necessary equipment and access as agreed between the parties to enable Remote Access shall be provided. SIAE strongly recommends to its customers that secure and controlled Remote Access facilities be provided to relevant network elements. SIAE technical experts will have clearer visibility during the investigation and troubleshooting stages enabling a quicker interim solution to be instigated.

Advance Replacement Detailed Service Description

Advance Replacement service can be purchased with equipment or any time after the purchase provided the product is covered under current warranty (standard or extended). Next Day Replacement provides next business day turnaround of SIAE hardware if the request has been received before 2PM central time. The replacement product will be shipped UPS next day air. Call SIAE Technical Support Customer Services Department at (469) 262-2247 to open an RMA with Next Day Replacement service for your product.

Emergency Support Detailed Service Description

The Emergency Support service gives 24x7x365 direct access to SIAE remote technical expertise when critical problem occurring on SIAE products is causing considerable service and management restrictions and requires immediate recovery actions. An Emergency is a current problem occurring affecting major scale of running services and, because of the business impact of the Customer, requires non-stop immediate recovery actions. It can be a situation caused by a

critical problem, which has already caused, or has the potential to cause, considerable service and management restrictions. It means any emergency situations, including system outages, vital network element outages, loss of services, and full loss of management system.

The Emergency Support service is intended for critical and severe operational problems that could happen during network operations. The main objective of this service is to keep the Customers' systems running and, in the case of failures, to restore the system as quickly as possible to minimize a revenue loss to their business.

Software Support and Updates Detailed Service Description

SW Updates service provide the delivery of software corrections and/or minor enhancements in accordance to Trouble Resolution service. SW Updates service provide the delivery of software corrections and/or minor enhancements in accordance to Trouble Resolution service. If a software malfunction is identified and reproduced in SIAE products, R&D correction program is immediately activated in order to generate a new software load. Software is verified, fully documented with implementation instructions and delivered within the agreed service levels.

The SW Update service is delivered in bundle with Trouble Resolution service. SW Corrections are delivered in accordance to Trouble Resolution response times based on priority assigned.

On-site Expert Detailed Service Description

The On-Site Expert service refers to experienced technical staff that can be requested to supplement and assist the customers' staff with planned activities over short durations. The On-Site Expert service is designed for customer to have access to SIAE technical expertise, on-site, when hands on technical assistance is required.

Typically, SIAE experts will work at the customer's premises to give their expertise and experience on SIAE products. This service is flexible and can be offered when experienced technical staff that can be requested to supplement and support the customers' staff with planned activities over short durations. Typical circumstances are:

- Experienced technical staff that can be requested to supplement and assist the customers' staff with investigation of technical issues, root cause analysis, etc.
- Experienced technical staff that can be requested to supplement and support the customers' staff with technical audits, temporary skill gaps, assisting with daily tasks, etc.

On-Site Expert service is provided by SIAE Technical Support Staff based in U.S, and booked with adequate advance notice.

Hardware Support Detailed Service Description

The HW Repairs service provide basic services to deal with hardware failures of customer owned FRU (Field Replaceable Units). These services are vital for a successful long-term operation of a network, its elements and components. HW Repair Services provide an item repair of faulty units minimizing costs for Customer who retain in-house spare parts and first-line maintenance operations. A defective unit received by SIAE Repair Center will be screened, repaired, fully tested and shipped back to the Customer. To bridge the time until the repaired/replaced FRU is returned to local warehouse, Customer needs adequate equipment spares which should be dimensioned according to the installed base covered.

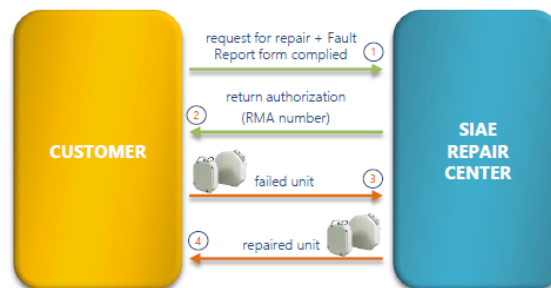


HARDWARE REPAIRS

Repair of defective customer-owned hardware parts.

Service available as Single repair service (PPU) or Extended Warranty Program (subscription fee)

- ✓ Repair or replacement of a faulty unit within defined Turn Around Time (TAT)
- ✓ FRU shipment to the predefined Customer address, e.g. point of collection
- ✓ FRU update to its latest released version (if included in the maintenance agreement)
- ✓ Provision of a 6 (six) months repair warranty for every repaired or replaced FRU covering parts and workmanship



1.4 Pre-sale and Post-sale Support in U.S

SIAE Sales and Field Engineering Personnel in U.S. provide pre-sale and post-sale support for customers. This support includes microwave path design and reports using Pathloss 5 Tools, product training, provisioning tools, quick-start installation guides, technical inquiries, escalation to Tier 4 support engineering, onsite and web-based technical training, and support of customer FCC licensing processes.

1.5 Point of Contact and Escalation Levels for Technical Support and Billing

SIAE Customer Support and Billing Services are offered to U.S. based customers by U.S. personnel based in the SIAE facility located just minutes away from Dallas-Fort Worth Airport (Dallas, TX).

SIAE Microelettronica Executive Team has invested facilities and resources to continue its growth and presence in the U.S. Below are some highlights of the people, process and systems in place to support our customer base in the U.S.:

- U.S.-based 30,000 sq-ft facility located Dallas/Fort Worth (DFW), TX for technical and customer support.
- Maintain Over \$2M inventory for fulfilment of U.S. based customers.
- Full Logistics Support Team to track and manage equipment delivery.
- Full Technical Support Staff for Tier 1, 2, 3 support. Tier 3 escalation capability to SIAE Tier 3 Engineering Staff in Milan, Italy
- 24x7x365 Remote Technical Support Services
- In-house laboratory for customer staging and replication of customer configurations
- Training Classroom with fully equipped lab for hands-on technical training
- Depot and RMA Services and Support
- Convenient access to DFW and Dulles airports to support expedited shipment.

If customer is not satisfied with the customer support and billing, customer should contact the individual listed below, as the first escalation point. If the Initial escalation point of contact listed in table below is not available or customer wished to escalate the problem to the next level, customer should contact the final point of contact listed in table(s) below.

Escalation levels and POCs are provide below for SIAE Technical Support:

Escalation Level	SIAE Technical Support Point of Contact	Phone	Email
1	Customer Service	469-262-2247	
2	Mark Harrell Technical Support Manager	214-280-3321	Mark.Harrell@siaemic.com
3	Mohan Nayak Technical Support Engineer	440-650-8311	mohan.nayak@siaemic.com
4	Stefan Hartung Director Field Engineering	408-476-0614	Stefan.Hartung@siaemic.com
5	Randy Montoya Director Strategic Accounts	425-273-0440	Randy.montoya@siaemic.com
5	Roberto Moretti Director, Technical Services	+39 02273251	Roberto.moretti@siaemic.com
6	Augustino Lucenti North America GM/EVP	206-313-8600	augustino.lucenti@siaemic.com

Escalation levels and POCs are provided below for billing support and inquiries:

Escalation Level	SIAE Billing Point of Contact	Phone	Email
1	Randy Montoya Director – Strategic Accounts	425-273-0440	Randy.Montoya@SIAEmic.com
2	Joe Schraml VP – Sales Operations	408-832-4884	Joseph.Schraml@SIAEmic.com
3	Augustino Lucenti North American GM/EVP	206-313-8600	Augustino.Lucenti@SIAEmic.com

1.6 Optional Annual Tiered Maintenance Service Packages Offering

Below are the optional annual maintenance service volume pricing packages for SIAE tiered service module packages. As customer's network deployments grow, annual package fees are available for purchase in order to maintain control of maintenance costs and simplify the maintenance administration of multiple network elements:

- Volume Diamond Annual Program Fee
- Volume Gold Annual Program Fee
- Volume Silver Annual Program Fee

SIAE Product Name	Description	Product Family	Unit	Unit Price (\$) Annual Fee
Silver Service				
TS-L3-SILVER-50	Technical Support L3 PREMIUM SILVER package XSMALL network size (<50 links)	Support	Each	\$ 9,500.00
TS-L3-SILVER-100	Technical Support L3 PREMIUM SILVER package SMALL network size (<100 links)	Support	Each	\$ 14,250.00
TS-L3-SILVER-500	Technical Support L3 PREMIUM SILVER package MEDIUM network size (<500 links)	Support	Each	\$ 38,250.00
TS-L3-SILVER-1000	Technical Support L3 PREMIUM SILVER package MEDIUM network size (<1000 links)	Support	Each	\$ 69,500.00
TS-L3-SILVER-5000	Technical Support L3 PREMIUM SILVER package LARGE network size (<5.000 links)	Support	Each	\$ 127,000.00
TS-L3-SILVER-UNCAPPED	Technical Support L3 PREMIUM SILVER package XLARGE network size (>5.000links)	Support	Each	\$ 171,000.00
On Site Support				
ON-SITE SUPPORT	Man Day Rate for on-site technical support. Does not include travel, per diem expenses which will be billed at cost +10%.	Support	Each	\$1,500 per day

SIAE Product Name	Description	Product Family	Unit	Unit Price (\$) Annual Fee
Diamond Service				
TS-L3-DIAMOND-50	Technical Support L3 PREMIUM DIAMOND package XSMALL network size (<50 links)	Support	Each	\$ 24,500.00
TS-L3-DIAMOND-100	Technical Support L3 PREMIUM DIAMOND package SMALL network size (<100 links)	Support	Each	\$ 36,750.00
TS-L3-DIAMOND-500	Technical Support L3 PREMIUM DIAMOND package MEDIUM network size (<500 links)	Support	Each	\$ 75,750.00
TS-L3-DIAMOND-1000	Technical Support L3 PREMIUM DIAMOND package MEDIUM network size (<1000 links)	Support	Each	\$ 122,000.00
TS-L3-DIAMOND-5000	Technical Support L3 PREMIUM DIAMOND package LARGE network size (<5.000 links)	Support	Each	\$ 194,500.00
TS-L3-DIAMOND-UNCAPPED	Technical Support L3 PREMIUM DIAMOND package XLARGE network size (>5.000links)	Support	Each	\$ 253,500.00
Gold Service				
TS-L3-GOLD-50	Technical Support L3 PREMIUM GOLD package XSMALL network size (<50 links)	Support	Each	\$ 14,500.00
TS-L3-GOLD-100	Technical Support L3 PREMIUM GOLD package SMALL network size (<100 links)	Support	Each	\$ 21,750.00
TS-L3-GOLD-500	Technical Support L3 PREMIUM GOLD package MEDIUM network size (<500 links)	Support	Each	\$ 50,750.00
TS-L3-GOLD-1000	Technical Support L3 PREMIUM GOLD package MEDIUM network size (<1000 links)	Support	Each	\$ 87,000.00
TS-L3-GOLD-5000	Technical Support L3 PREMIUM GOLD package LARGE network size (<5.000 links)	Support	Each	\$ 149,500.00
TS-L3-GOLD-UNCAPPED	Technical Support L3 PREMIUM GOLD package XLARGE network size (>5.000links)	Support	Each	\$ 198,500.00

2.0 RMA & Warranty Services

2.1 Return Material Authorization

SIAE shall repair or replace any of its hardware or software products which are defective as to workmanship or materials as determined by SIAE technical support team provided the product is covered by a valid warranty. SIAE technical support team will issue an RMA number for any defective product under standard or extended warranty, provided the damage to the product occurred within normal usage of the product (note, damage due to Force majeure are not covered). The RMA is issued immediately upon discovery of the product determined to be defective.

Customer Request for RMA Process

RMA process is as follows:

- 1) The Customer contacts SIAE Technical Support to receive an RMA number. Equipment received at SIAE without an RMA number will be returned to the customer.
- 2) the defective Item is returned to SIAE's Customer Services Department with freight prepaid by Customer.
- 3) an inspection of the returned Item by SIAE indicates that the defect was not caused by abuse or improper use, maintenance, repair, storage, negligent handling or alteration by other than SIAE or its authorized SIAE representative.
- 4) SIAE may send a replacement unit or repair the unit under warranty. If a replacement is sent, the replacement is sent to the customer at SIAE's expense using Ground transportation. Should the Customer require expedited shipment, the Customer must provide their freight account for billing.

Any hardware repaired or replaced by SIAE, pursuant to the terms of this warranty, shall continue to be warranted for the remainder of the original warranty period or for a period of one-hundred and eighty (90) days from the date of shipment, whichever occurs last.

Out-Of-Warranty (OWR) Repair Assistance. SIAE offer out of warranty repair services. Please call your sales retentive of the fees to repair an OWR. Repair time are outline in the OWR documentation.

2.2 Standard Manufacturer Warranty

SIAE warrants the materials manufactured by SIAE to be free from defects in material and workmanship under normal use and service, and to substantially conform to SIAE's specifications. SIAE Standard Manufacturer Warranty is for 1 year from the date of shipment and is provided in Section 3.4. Any hardware repaired or replaced by SIAE under a manufacturer warrant or extended warrant, pursuant to the terms of this warranty, shall continue to be warranted for the remainder of the original warranty period or for a period of one-hundred and eighty (180) days from the date of shipment, whichever occurs last.

SIAE STANDARD LIMITED TERMS OF WARRANTY FOR GOODS

A) **HARDWARE**

All equipment offered are covered by SIAE Microelettronica's warranty for a period of twelve (12) months from factory delivery for defects in material and workmanship (the Hardware Warranty Period).

During the warranty period faulty units will be repaired or replaced by SIAE at its own option and expenses, *excluding* those events in which the damage is due to improper use, handling and acts of nature or poor maintenance.

The cost of freight originated by sending faulty units with pro forma invoice to Milan is to Customer charge, while the cost of reshipping CIF Country is to SIAE charge.

Repaired or replacement parts shall remain under warranty until the later of the original 12 months warranty period or six (6) months from the date of shipment of the repaired or replacement parts.

The above warranties do not extend to defects arising from not normal wear and tear or from the Customer's negligence such as failure to respect the instructions and procedures contained in the documentation, improper handling, use, maintenance, repair or operation, modification of software or interface conditions, exposure to conditions outside the range of the environmental specifications, or other causes not contemplated in the Technical Specifications.

Except for the express warranty set forth here above, SIAE grants no other warranties, express or implied, by statute or otherwise, regarding the equipment, its fitness for any purpose, its quality, merchantability or otherwise.

SIAE's maximum liability under the warranty shall be limited to a refund of the purchase price. In no event SIAE shall be liable for special, consequential or incidental damages for breach of warranty.

B) **FIRMWARE, SOFTWARE**

SIAE warrants that the Program will operate exclusively in accordance with the Technical Specifications for a period of twelve (12) months from factory delivery (the Software Warranty Period).

The above warranty does not extend to defects arising from the Customer's negligence or improper use.

SIAE warrants that for the Software Warranty Period the unmodified Licensed Programs will substantially perform functions as described in the Technical Specifications when operated on Designated Computer and Operating System and that the media on which the Licensed Programs are delivered will be free of defects in materials and workmanship under normal use.

SIAE will replace any faulty media found to be defective that it is returned to SIAE during the Software Warranty Period.

In the event of a failure or error in the Licensed Programs during the Software Warranty Period and if the Licensee reports, initially by telephone, a description of the failure or error, duly reported in the Trouble Report Form, SIAE shall, at its option, correct the failure or error or provide the Licensee with a reasonable procedure to counteract the failure or error. All faults reports must be confirmed in writing.

In the event of an error determined to be in the Third Party Software / Firmware, SIAE will remedy the error by the replacement or modification of the Third Party Software / Firmware or the provision of new or supplementary operating instructions or procedures to the extent that the Vendor of the Third Party Software / Firmware will provide such service.

SIAE does not warrant that:

- Programs will meet Licensee's requirements, other than those stated in the Technical Specifications,
- Programs will operate in any combinations other than those for which they were designed,
- Operation of Programs will be uninterrupted or error free,
- Or all Program errors can be corrected.

These warranties are exclusive and in lieu of all other warranties and conditions, whether express or implied in law, including implied conditions of merchantability or fitness for a particular purpose.

These are SIAE sole and exclusive remedies under Warranty.

SIAE MICROELETTRONICA STANDARD TERMS AND CONDITIONS OF SOFTWARE LICENCE

1. Definitions

“Designated Equipment” means the Equipment supplied by SIAE or other third parties identified by part and serial number in the Order on which the Program will be stored or processed.

“Licence Fee” means the one-off licence fee set out in the Order payable by the Customer for the Use of the Licensed Program Materials.

“Licensed Program Materials” means the Program and Program Documentation.

“Program Documentation” means the operating manuals, user guides and all other related information to be made available by SIAE at its discretion in either printed or machine-readable form to the Customer for aiding the use and application of the Program.

“Program Support” means the provision of support and/or maintenance services in respect of which additional charges will be imposed to the Customer.

“Use” (i.e. proper use) means the transmission of the Program into the Designated Equipment for the storage and processing of the instructions contained in the Program or, as the case may be, the Program Documentation, or information passed orally.

“Improper Use” means conditions not included above in “Use”.

“Territory” means The Country in which the Licensed Program Materials are to be used.

2. **Grant of Licence**

In consideration of the payment by the Customer of the Licence Fee at the rate(s) set out in the Order, SIAE hereby grants to the Customer a time limited non-exclusive, non-transferable licence (“the Licence”) to Use in the Territory the Licensed Program Materials solely on and in conjunction with the Designated Equipment received and/or installed/operated by the Customer, or a third party nominated by Customer itself, in connection with any of its business activities.

The Licensed Program Materials are licensed on a time limited non-exclusive basis for use only by the Customer and/or by its purchasers (subject to SIAE giving its prior written permission on its specified terms and conditions for the Customer to sub-license the Licensed Program Materials) and only with that Equipment or with any other equipment specified for use for which the appropriate licence fees are payable.

Any reference to Software being “sold” or “purchased” is hereby understood in fact to be a reference to the Software being licensed. Title to the Software shall not pass to Customer at any time.

3. **Licence Fee**

The Licence Fee shall include the cost of delivery of the Licensed Program Materials either to the Customer in the Territory or at the address duly notified to SIAE in accordance with prices scheme in the Offer.

4. **Delivery and Risk**

SIAE shall deliver to the Customer or to a third party nominated by Customer itself (a) one copy of the Program in object code form and (b) one copy of the Program Documentation. New releases or new versions of the Licensed Program Materials will only be made available pursuant to the provision of the Program Support. Risk of loss or damage shall pass to the Customer on received and/or installed/operated Licensed Program Materials.

5. **Warranty**

Please refer to SIAE Standard Limited Terms of Warranty.

6. **Copying**

No copies of the Program Documentation may be made without the prior written consent of SIAE.

The Customer or a third party nominated by Customer itself may make such copies of the Program as are reasonably necessary for operational use and security provided that the Customer promptly notifies SIAE of the number of copies made and the location of such copies.

7. **Security and Control**

The Customer or a third party nominated by Customer itself shall during the continuance of the Licence:

- Maintain adequate security measures to safeguard the Licensed Program Materials against access or use by any unauthorised person; and
- Subject to SIAE’s prior written consent having been obtained, maintain an accurate record of the copying and disclosure by the Customer of the Licensed Program Materials and shall produce such records to SIAE on request, given reasonable notice.

8. **Modification and Merger**

The Customer or a third party nominated by Customer itself shall not modify or cause to be modified, reverse engineer, reverse assemble or disassemble the Program except as permitted by the Italian law, in whole or in part without the prior written consent of SIAE.

In the event such modifications are carried out with SIAE’s written consent, the copyright and other intellectual property rights in all such modifications shall vest in SIAE and the Customer, or a third party nominated by Customer itself, shall ensure that all such modifications bear SIAE’s proprietary notice. The Customer shall be entitled without further charge to use such modifications upon the same terms and conditions as the Licensed Program Materials but not further or otherwise.

The Customer or a third party nominated by Customer itself shall promptly notify SIAE of all such modifications and shall supply, to SIAE without charge, copies of all the relevant documentation including specifications and source codes.

9. **Proprietary Rights**

The Licensed Program Materials and the copyright and all other intellectual property rights in respect thereof shall remain the property of SIAE or its licensors.

The Customer or a third party nominated by Customer itself shall permit SIAE or its licensors to enter any of the Customer's premises at all reasonable time to check the Use of the Licensed Program Materials.

10. Termination

Either party may terminate the Licence forthwith by written notice to the other party if:

- The other party breaches any term or condition hereof and fails to remedy such breach within 30 (thirty) days of receipt of notice of such breach; or
- The Customer, or a third party nominated by Customer itself, permanently discontinues the Use of the Licensed Program Materials; or
- The other party shall present a petition or have a petition presented by a creditor for its winding-up or shall enter into any liquidation or shall have a receiver appointed of all or any of its assets or shall cease to carry on business.

Upon such termination the Customer shall forthwith return to SIAE all copies of the Licensed Program Materials including any modifications thereof or, if requested by SIAE, destroy the same and certify in writing to SIAE that they have been destroyed. Any termination of the Licence shall not affect any rights to accruing to the other party prior to such termination.

11. New Releases and New Versions - Licence Fee

Provision of New Releases and or New Versions of Licensed Program Materials imposes additional charges.

2.3 Extended Warranty Options (Yr. 2 thru 5)

SIAE offers extended warranty for each of the products proposed in this solicitation. Extended warranty offerings are available for years two (2) thru five (5) and are renewable at the expiration of the warranty period. Coverage provided under SIAE Extended Warranty for years two (2) thru five (5) includes same coverage and protection as the SIAE Standard Manufacturer Warranty described in Section 2.2.

Table below contains optional extended warranty per-unit pricing offered by SIAE for radio equipment proposed in Category 5.1, 5.2, and 5.5.

Extended Part Number	SIAE Code	Description	Qty	Unit List Price	NASPO Discount	NASPO Unit Price
AGS20-M-EXTWAR-12	Extended_Warranty	AGS20-M Extended Warranty for one additional year (12 months)	1	\$ 640.00	49.0%	\$ 326.40
AGS20-M-EXTWAR-24	Extended_Warranty	AGS20-M Extended Warranty for two additional years (24 months)	1	\$ 1,215.00	49.0%	\$ 619.65
AGS20-M-EXTWAR-36	Extended_Warranty	AGS20-M Extended Warranty for three additional years (36 months)	1	\$ 1,725.00	49.0%	\$ 879.75
AGS20-M-EXTWAR-48	Extended_Warranty	AGS20-M Extended Warranty for four additional years (48 months)	1	\$ 2,175.00	49.0%	\$ 1,109.25
ASN-EXTWAR-12	Extended_Warranty	ASN-ODU Extended Warranty for one additional year (12 months)	1	\$ 280.00	49%	\$ 142.80
ASN-EXTWAR-24	Extended_Warranty	ASN-ODU Extended Warranty for two additional years (24 months)	1	\$ 530.00	49%	\$ 270.30
ASN-EXTWAR-36	Extended_Warranty	ASN-ODU Extended Warranty for three additional years (36 months)	1	\$ 755.00	49%	\$ 385.05
ASN-EXTWAR-48	Extended_Warranty	ASN-ODU Extended Warranty for four additional years (48 months)	1	\$ 950.00	49%	\$ 484.50

Table below provides pricing for Out of Warranty Repair. This pricing is only applicable for units that are not covered under standard manufacturer warranty, extended warranty, or annual tiered service program:

SIAE Part Number	Description	Price
NTF Fee	Return Unit No Fault/Trouble Found Fee.	\$500
OW-REPAIR-AGS20	Out of Warranty Repair Fee for AGS20 IDU. Includes 90 day warranty on repaired product.	\$1,195
OW-REPAIR-ASNK	Out of Warranty Repair Fee for ASNK ODU. Includes 90 day warranty on repaired product.	\$995
OW-REPAIR-AP2	Out of Warranty Repair Fee for ALFOPlus2 ODU. Includes 90 day warranty on repaired product.	\$2,595
OW-REPAIR-AP80HDX	Out of Warranty Repair Fee for ALFOPlus80HDX ODU. Includes 90 day warranty on repaired product.	\$2,395

3.0 Training and Education Services



SIAE MICROELETTRONICA provide comprehensive **Training and Educational services** aimed to maximize the knowledge in using at best our products and giving to our customers and business partners the comfort that the manufacturer stands behind and supports all its products and related needs



CLASSROOM TRAINING

- Face-to-face sessions in HQ Training Center (Italy), Regional Offices or at Customer premises
- Practical sessions conducted on test beds or remote labs available via internet



VIRTUAL CLASSROOM TRAINING

- Remote sessions using online platforms. No travel required
- Fast and flexible from location, cost effective. Live sessions can be recorded and reused



COMPETENCE DEVELOPMENT

- Tailor-made learning path on products, technologies and technical domains
- From learning needs, plan and delivery competence enabling



E-LEARNING

- Selected catalogue of online technical webinars ready-to use
- Easy to access, 24/7 available, cost effective



CERTIFICATION

- Partner Certification programs
- Access criteria, Training, Assessment and Certification Renewal

3.1 Training for Installation and Commissioning

Below is a list of training service options available to SIAE customers including installation and commissioning training of SIAE products. This training is in-person and hands-on. SIAE Training includes on-site training options as well as training courses conducted at SIAE Dallas Facility. SIAE also offers customer opportunity to customize the training content for courses administered at SIAE Dallas Facility. If customer needs to reschedule or cancel, no fees applied if customer provided 2-week advance notice. SIAE offers free training incentives in SIAE Combination Program Task Document (Vendor Task 9).

SF Product Name	SIAE Product Code	Description	Availability	Product Family	Unit	LIST Price (\$)
Training Services						
TRG-1D-BASIC-CP	TRG-1D-BASIC-CP	Course be held at customer premises (USA). Upto 15 students	Now	Services	Each	\$ 6,500.00
TRG-1D-BASIC-SP	TRG-1D-BASIC-SP	Course be held at SIAE USA's premises (Dallas). Lunch in the lesson day provided by SIAE.	Now	Services	Each	\$ 3,000.00
TRG-1D-BASIC I&C	TRG-1D-BASIC I&C	Training course in basic installation and commissioning of SIAE products. No WEB/NMS training provided. Course held at SIAE premises and includes	Now	Services	Each	\$ 7,500.00
TRG-CUSTOM	TRG-CUSTOM	Custom Training Class per Customer Specifications at SIAE HQ Premises.	Now	Services	Each	\$ 5,000.00

3.2 SIAE Training Fees and Credits

SIAE offers training credits for high volume purchases of SIAE products. Training credits follow the following schedule:

- 1 "TRG-1D-BASIC-CP" class credit for each \$125,000 of SIAE Product Purchase
- 1 "TRG-1D-BASIC-SP" class credit for each \$75,000 of SIAE Product Purchase
- 1 "TRG-1D-BASIC I&C" class credit for each \$125,000 of SIAE Product Purchase