

AUGUSTA RADIO SUBSCRIBER AGREEMENT

THIS AUGUSTA RADIO SUBSCRIBER AGREEMENT including all Attachments hereto (the "Subscriber Agreement") is entered into by and between Augusta, Georgia, a political subdivision of the State of Georgia ("Augusta") which provides management services for a cost sharing, wide-area 800 MHz trunked voice radio system, and Augusta Tech ("Subscriber"), which will utilize the Wide-Area Radio Network. This Subscriber Agreement is subject to acceptance by Augusta. This Subscriber Agreement is effective on the date it is executed by all parties (the "Effective Date"). No additions or subtractions by Subscriber to this Subscriber Agreement are acceptable unless and until expressly agreed upon by Augusta.

WHEREAS, Augusta is the manager of the Wide-Area 800MHz Trunked Voice radio system; and

WHEREAS, Subscriber desires service on the Wide-Area Network pursuant to the terms of this Subscriber Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Augusta and Subscriber hereby agree as follows:

1. ACCEPTANCE

This document, including any attachments hereto, is an offer by Subscriber, which shall become an enforceable contract when accepted, in writing, by an authorized representative of Augusta. The banking, negotiation, and/or other use of any payment by Augusta shall not constitute an acceptance on behalf of Augusta. Further, the Parties agree that service shall only be provided based upon the terms and conditions herein. Acceptance of such service hereunder shall constitute an acceptance of these terms and conditions.

2. SERVICES AND SUBSCRIBER FEES

2.1 Subscriber has requested, and Augusta agrees to provide, the services detailed on Attachment "A," attached hereto and incorporated herein by reference. Subscriber and Augusta understand and agree that Subscriber shall load on the system the radios specified in Attachment "A" pursuant to the schedule set forth in said Attachment. All equipment to be used on said system must be approved by Augusta.

2.2 Subscriber's initial annual service fees for use of the system are detailed in Attachment "A." Augusta may revise Subscriber's current schedule of fees set forth in Attachment "A" by giving Subscriber written notice of the amount of increase at least ninety (90) calendar days in advance of the date on which the increased schedule of fees is to become effective. The new fees shall become effective on the date specified in such notice.

2.3 Billing shall commence on the first day of the calendar month after service has begun. Any partial month billing shall be prorated. Airtime charges, if any, shall be billed at the

end of each month. In the event that Subscriber does not load additional radios on the system in conformance with the schedule in Attachment "A," Subscriber nevertheless shall be responsible for and make contributions to the Wide-Area Network (and any other applicable charges) as if the additional radios were added to the system consistent with the above schedule.

2.4 Subscriber understands and agrees that any and all programming and maintenance of Subscriber equipment or other related expenses associated with the service provided to Subscriber under this Subscriber Agreement shall be the responsibility of, and paid for by, Subscriber. The Subscriber understands and agrees to purchase equipment that is compatible with current radio system operations, security, infrastructure, and software. Any incompatibility of equipment obtained by Subscriber shall be at Subscriber's sole risk, responsibility, and expense.

3. REGULATORY ISSUES

3.1 It shall be the responsibility and obligation of Subscriber to seek all approvals including federal, state, county, municipal or other governmental authority having jurisdiction over Subscriber in order to enter into this Subscriber Agreement.

3.2 Subscriber understands that, subject to the approval of the Federal Communications Commission ("FCC"), numerous entities, including, but not limited to, utilities, public safety subscribers, and special emergency subscribers, will utilize the Wide-Area Network. Subscriber agrees to use the system only in support of public safety and emergency operations, whether full time or in times of emergency, unless specifically authorized in writing by Augusta. The obligations of Augusta hereunder are contingent upon approval of any additional regulatory action required by the FCC.

3.3 Subscriber understands that, pursuant to the FCC's rules, only certain entities are qualified to utilize the Wide-Area Network. Subscriber represents and warrants that it shall meet all FCC eligibility requirements to utilize the Wide-Area Network during the term of this Subscriber Agreement. Subscriber represents, warrants, and covenants on the Effective Date of this Subscriber Agreement and throughout the term of this Subscriber Agreement that it is, and shall remain, qualified to utilize the Wide-Area Network and that it meets, and shall continue to meet, all such FCC eligibility requirements.

3.4 The Subscriber understands that the Wide-Area Network shall be operated on a shared-usage basis. The method of operation of the Wide-Area Network is that Subscriber, and others, will utilize, share the costs associated with, and share the capacity of the Wide-Area Network. Costs shall be apportioned as set forth in Section 2 above.

3.5 Subscriber understands that Augusta can discontinue service, remove one or more licenses from the Wide-Area Network, or take any other steps that Augusta reasonably believes are in the best interests of the Wide-Area Network or is necessary to comply with any federal, state, or local law, order, or directive. Any such action shall not give rise to any claim

on the part of Subscriber against Augusta.

4. TERMS

This Subscriber Agreement shall remain in full force and effect on a recurring month to month basis from the Effective Date. Unless Subscriber notifies Augusta in writing of its intent not to renew this Agreement, at least one-hundred eighty (180) calendar days prior to any potential Termination Date, this Agreement may be renewed in writing ("Renewal") with the same terms and conditions set forth herein (unless otherwise amended by the Parties) monthly. Such Renewal shall be in effect for a one (1) year term. Thereafter, this Agreement may be extended in writing for successive one (1) year periods provided that either the Subscriber or Augusta may terminate this Agreement upon written notice to the other Party one-hundred eighty (180) calendar days prior to the end of any such extension period sent by certified mail to the address indicated herein. At any time, at Augusta's sole option, this Subscriber Agreement may be terminated immediately and without notice if the frequency authorization(s) (which may be held by Subscriber, Augusta, or any other licensee) under which the Wide-Area Network operates is (are) revoked by the FCC.

5. ASSIGNMENT; SUBCONTRACT

Neither Subscriber nor Augusta may assign its rights or delegate its duties hereunder in whole or in part without the express written consent of the other Party hereto; however, it being agreed that Augusta may subcontract certain duties hereunder consistent with past practice or industry custom without the need to obtain Subscriber's consent.

6. ADDITIONAL UNITS

If Subscriber is not in default then, at any time during the term of this Subscriber Agreement or any renewal period hereof, service will be provided for additional units ordered by the Subscriber if Augusta determines that such additional service is technologically feasible. The amount of contributions required of Subscriber shall increase incrementally and accordingly pursuant to the schedule of rates for the Wide-Area Network.

7. COVENANTS OF SUBSCRIBER

Subscriber agrees (a) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC, and (b) to operate its radios and any related equipment so as not to cause undue interference with any other subscribers using the Wide-Area Network. Subscriber recognizes that applicable FCC rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, Augusta in its sole discretion has the right, without liability, to modify this Subscriber Agreement to comply with any such changes.

8. COVERAGE

8.1 Subscriber agrees to accept the system performance on an “as-is” or “as-provided” basis. Augusta will undertake reasonable efforts to maintain system performance once the system is constructed, optimized and tested. However, due to the fact that the system and its components are exposed to the elements and that natural and manmade forces, such as lightning and frequency interference, may impact the system, the Subscriber agrees to accept the system as provided. Augusta will make reasonable efforts to notify the Subscriber of issues that impact the operation of Subscriber, if possible.

8.2 Subscriber is solely responsible for evaluating the service of the radio system to meet its needs, independent of recommendations by Augusta. Upon request, Augusta, at its sole discretion, may make available vendor coverage predictions and maps to support Subscriber’s evaluation. System coverage prediction is based on the knowledge of the propagation of radio signals, and the ways in which they are attenuated as they travel through the atmosphere, over terrain, through trees, around buildings, and around various obstacles. Predicted coverage is dependent on many factors including, but not limited to, the following: (1) transmitter power; (2) receiver sensitivity; (3) antenna gains; (4) transmission line loss; (5) antenna height; (6) noise; (7) tree density; (8) buildings; (9) terrain variations; and (10) atmospheric conditions. Coverage is also dependent on Subscriber factors including: (1) antenna type and location; (2) radio programming; (3) battery condition of portables; (4) maintenance of the radio and (5) firmware version.

8.3 Subscriber acknowledges that one hundred percent (100%) coverage of any area at all times is improbable. Testing and experience with actual field conditions indicate adverse propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt service at any time. Such events are beyond the reasonable control of Augusta.

9. DEFAULT AND REMEDIES

9.1 If Subscriber fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) calendar days after written notice has been sent by Augusta to Subscriber, the Subscriber shall be deemed in default under this Subscriber Agreement.

9.2 In the event of default, Augusta has the right, at its option, to immediately terminate this Subscriber Agreement, retain all payments made hereunder, deny Subscriber any service provided by the radio system or systems identified herein, and/or impose a separate charge for disconnect and a separate charge for reconnect expenses, each in the same amount stated as the initial activation charge on Attachment “A.” If a disconnect takes place, Subscriber may also be subjected to additional costs incurred for reprogramming its equipment. Each and all of the rights and remedies of Augusta hereunder are cumulative to, and not in lieu of, each and every other such right and remedy specified in this Agreement and every other right and remedy afforded by law and equity.

10. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF REMEDIES

10.1 WITH RESPECT TO EQUIPMENT WITHIN THE SCOPE OF THIS SUBSCRIBER AGREEMENT, AUGUSTA HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN CONNECTION WITH SUCH EQUIPMENT OR SERVICE (WHETHER PURCHASED OR LEASED BY SUBSCRIBER FROM AUGUSTA OR A THIRD PARTY), INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF SUITABILITY, DURABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. AUGUSTA, TO THE EXTENT PERMITTED BY LAW, ASSIGNS TO SUBSCRIBER ANY AND ALL MANUFACTURERS' WARRANTIES RELATING TO EQUIPMENT PURCHASED BY SUBSCRIBER, IF ANY, AND SUBSCRIBER ACKNOWLEDGES RECEIPT OF ANY AND ALL SUCH MANUFACTURERS' WARRANTIES.

10.2 SUBSCRIBER ACKNOWLEDGES AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH ANY DEFECTS IN ANY EQUIPMENT, INCLUDING MANUFACTURE OR DESIGN, SHALL BE AGAINST THE MANUFACTURER OF THE EQUIPMENT UNDER THE MANUFACTURERS' WARRANTIES AND THAT AUGUSTA, UNDER THIS SUBSCRIBER AGREEMENT, SHALL HAVE NO LIABILITY TO SUBSCRIBER IN ANY EVENT FOR ANY LOSS, DAMAGE, INJURY, OR EXPENSE OF ANY KIND OR NATURE RELATED DIRECTLY OR INDIRECTLY TO ANY SUCH EQUIPMENT OR SERVICE PROVIDED HEREUNDER. WITHOUT LIMITING THE ABOVE, AUGUSTA UNDER THIS SUBSCRIBER AGREEMENT SHALL HAVE NO LIABILITY OR OBLIGATION TO SUBSCRIBER, IN EITHER CONTRACT OR TORT, FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCURRED BY SUBSCRIBER, SUCH AS, BUT NOT LIMITED TO, CLAIMS OR DAMAGES FOR PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF ANTICIPATED PROFITS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSSES OF ANY KIND RELATED TO ANY SUCH EQUIPMENT OR RADIO SERVICE DESCRIBED HEREIN, WHETHER OR NOT CAUSED BY AUGUSTA'S NEGLIGENCE, TO THE FULL EXTENT SAME MAY BE DISCLAIMED BY LAW. ANY REFERENCES TO EQUIPMENT IN THIS PARAGRAPH SHALL BE DEEMED TO APPLY TO ALL EQUIPMENT PURCHASED BY SUBSCRIBER OR LEASED BY SUBSCRIBER FROM AUGUSTA, IF ANY, OR A THIRD PARTY. THIS SECTION 10.2 SHALL APPLY TO THE EXTENT ALLOWABLE UNDER GEORGIA LAW.

11. INTERRUPTION OF SERVICE; FORCE MAJEURE

Notwithstanding any other provision of this Subscriber Agreement, Augusta shall not be liable to Subscriber or any other person for any loss or damage, regardless of cause, for interruption or loss of radio service except as described in Section 12 herein below. Augusta does not assume and shall have no liability under this Subscriber Agreement for failure to

provide, or delay in providing, service due directly or indirectly to causes beyond the control of Augusta or its subcontractors, including but not restricted to, acts of God, acts of governmental entities, acts of the public enemy, terrorism, strikes, disease, or unusually severe weather conditions. In the event of any failure or delay attributable to acts or omissions of Augusta or its subcontractors, Subscriber's sole remedy shall be limited as is more fully described in Section 14 below.

12 LIMITATIONS OF LIABILITY; INDEMNIFICATION

12.1 SUBSCRIBER UNDERSTANDS AND ACKNOWLEDGES THAT (A) ALTERNATIVE MEANS OF COMMUNICATION ARE AVAILABLE TO SUBSCRIBER; (B) OCCASIONAL INTERRUPTIONS OR IRREGULARITIES IN THE SERVICE MAY OCCUR; AND (C) ANY POTENTIAL HARM FROM INTERRUPTIONS OR IRREGULARITIES IN THE SERVICE IS SPECULATIVE IN NATURE. THE WIDE-AREA NETWORK CANNOT PROVIDE RADIO SERVICE AT RATES WHICH REFLECT ITS VALUE TO EACH SUBSCRIBER, AND AUGUSTA DOES NOT ASSUME RESPONSIBILITY OTHER THAN THAT CONTAINED IN THIS SUBSCRIBER AGREEMENT. ACCORDINGLY, SUBSCRIBER AGREES THAT, EXCEPT AS PROVIDED BY LAW, AUGUSTA'S SOLE LIABILITY FOR LOSS OR DAMAGE ARISING OUT OF ANY ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN THE SERVICE OR TRANSMISSION OF SERVICE PROVIDED BY THE WIDE- AREA NETWORK AND/OR AUGUSTA OR ANY CARRIER, OR FOR LOSSES OR DAMAGES ARISING OUT OF THE FAILURE OF AUGUSTA OR ANY CARRIER TO MAINTAIN PROPER STANDARDS OR MAINTENANCE AND OPERATION SHALL BE AS FOLLOWS:

(i) A CREDIT ALLOWANCE, AS MORE PARTICULARLY DESCRIBED IN SUBSECTION (14)(a)(iii) BELOW, WILL BE MADE AT SUBSCRIBER'S REQUEST IN THE FORM OF A PRO-RATA ADJUSTMENT OF THE FIXED MONTHLY CHARGES BILLED TO SUBSCRIBER. FIXED MONTHLY CHARGES ARE THE MONTHLY CHARGES PAID BY SUBSCRIBER FOR SERVICE FROM THE WIDE-AREA NETWORK.

(ii) SUCH CREDIT ALLOWANCE SHALL BE BASED UPON THE PERIOD OF TIME DURING WHICH SUCH ACTS, MISTAKES, OMISSIONS, DELAYS, ERRORS AND DEFECTS IN THE SERVICE OR ITS TRANSMISSIONS CAUSED INTERRUPTIONS IN THE RENDERING OF THE SERVICE. ANY SUCH PERIOD OF TIME AN INTERRUPTION OCCURS SHALL BE MEASURED FROM THE TIME IT IS REPORTED TO OR DETECTED BY AUGUSTA, WHICHEVER OCCURS FIRST. IN THE EVENT SUBSCRIBER IS AFFECTED BY SUCH INTERRUPTION FOR A PERIOD OF LESS THAN FORTY-EIGHT (48) HOURS, NO SUCH ADJUSTMENT SHALL BE MADE. WHEN AN INTERRUPTION EXCEEDS FORTY-EIGHT (48) HOURS, THE LENGTH OF THE INTERRUPTION WILL BE MEASURED IN TWENTY-FOUR (24) HOUR (DAY) INTERVALS. A FRACTION OF A DAY CONSISTING OF LESS THAN TWELVE (12)

HOURS WILL NOT BE CREDITED, BUT A PERIOD OF TWELVE (12) HOURS OR MORE WILL BE CONSIDERED AN ADDITIONAL DAY.

(iii) THE CREDIT ALLOWANCE SHALL BE COMPUTED BY DIVIDING THE LENGTH OF THE SERVICE INTERRUPTION BY A STANDARD THIRTY (30) DAY MONTH AND THEN MULTIPLYING THE RESULT BY SUBSCRIBER'S FIXED MONTHLY CHARGES FOR EACH RADIO SET TO WHICH SERVICE WAS INTERRUPTED. IN NO CASE WILL THE CREDIT EXCEED THE FIXED MONTHLY CHARGES.

(iv) A CREDIT ALLOWANCE SHALL NOT BE GIVEN FOR ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS, OR CURTAILMENTS IN THE SERVICE CAUSED BY THE NEGLIGENCE OR WILLFUL ACT OF SUBSCRIBER OR OTHER PARTIES OR ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS CAUSED BY FAILURE OF EQUIPMENT OR SERVICE NOT PROVIDED BY AUGUSTA.

(v) THE SERVICE FURNISHED BY AUGUSTA, IN ADDITION TO THE LIMITATIONS SET FORTH HEREIN ABOVE, IS ALSO SUBJECT TO THE FOLLOWING LIMITATION: THE LIABILITY OF AUGUSTA FOR LOSS OR DAMAGES ARISING OUT OF ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICE, ITS TRANSMISSION OR FAILURES OR DEFECTS IN FACILITIES OF THE UNDERLYING CARRIER, OCCURRING IN THE COURSE OF FURNISHING SERVICE AND NOT CAUSED BY THE NEGLIGENCE OF THE AUTHORIZED SUBSCRIBER, THIRD PARTIES, OR THE UNDERLYING CARRIER IN FAILING TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION AND TO EXERCISE REASONABLE SUPERVISION, SHALL IN NO EVENT EXCEED AN AMOUNT EQUIVALENT TO THE PROPORTIONATE FIXED MONTHLY CHARGE TO THE AUTHORIZED SUBSCRIBER FOR SERVICE DURING THE PERIOD OF TIME IN WHICH SUCH ACTS, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN SERVICE, ITS TRANSMISSION OR FAILURES OR DEFECTS IN FACILITIES FURNISHED BY AUGUSTA OR THE UNDERLYING CARRIER OCCURRED.

12.2 Augusta shall not in any event be liable for service or equipment interruptions or delays in transmission, errors or defects in service or equipment when caused by acts of God, fire, war, riots, government authorities, default of supplier or other causes beyond their or any carrier's control.

12.3 Subscriber acknowledges that the radio service provided hereunder uses radio channels to transmit voice and data communications and that the service may not be completely private. Augusta shall not be liable to Subscriber for any claims, loss, damages or cost which may result from lack of privacy on the system.

12.4 Subscriber hereby agrees to be responsible for the acts and/or omissions of its officers, agents, and employees in their performance under this Subscriber Agreement.

12.5 Augusta shall not be liable for any damage, accident, injury or the like occasioned by the use of the radio service or the presence of equipment, including 800 MHz radio handsets and other devices, facsimile units, and ancillary equipment of Subscriber and/or Augusta, except as provided herein.

12.6 Augusta shall not be liable for any defacement or damage to Subscriber's motor vehicle(s) or any personal or real property resulting from the presence of 800 MHz radio and ancillary equipment.

12.7 THE LIABILITY OF AUGUSTA IN CONNECTION WITH THE SERVICE PROVIDED IS SUBJECT TO THE FOREGOING LIMITATIONS AND AUGUSTAMAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, AS TO THE PROVISION OF SUCH SERVICE.

12.8 This Section 12 and its subparts shall apply to the extent allowable under Georgia law.

13. NOTICES

All notices, requests, demands, communications or information which are required to be or may be given under or in connection with this Agreement shall be in writing and shall be deemed given when delivered personally or by facsimile copy (with transmission confirmed), or upon receipt (or on the date rejected or returned if not accepted) after dispatch by certified or registered first class mail, postage prepaid, return receipt requested, directed to the Party to whom the same is so given or made at the address or facsimile number of such Party as hereinafter set forth or such other address or facsimile number as the Parties may hereinafter designate:

To Augusta:

Augusta Information Technology Department
Attn: Reggie Horne, Interim Director
535 Telfair Street, Building 2000
Augusta, GA 30901
T: (706) 821-2522
F: (706) 821-2530

Copies to:

Augusta Information Technology Department
Attn: Gary Hewett, Deputy Director
535 Telfair Street, Building 2000
Augusta, GA 30901

T: (706) 821-2522

F: (706) 821-2530

To Subscriber:

T: _____
F: _____

14. WAIVER

Failure or delay on the part of any party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the Party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.

15. GENERAL

No revision of this Subscriber Agreement, including any attachments hereto, shall be valid unless made in writing and signed by an authorized employee of Augusta, as system manager, and an authorized agent of Subscriber. This Subscriber Agreement constitutes the entire agreement between the Parties and shall supersede all prior offers, negotiations, and agreements, whether written or oral. If any provision of this Subscriber Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Subscriber Agreement shall not be affected thereby. This Subscriber Agreement is exclusively for the benefit of the Parties hereto and shall, under no circumstances, be deemed to benefit any other party whatsoever. This Subscriber Agreement shall be construed in accordance with and governed by the laws of the State of Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Subscriber and Augusta have executed this Subscriber Agreement as of the Offer Acceptance Date by Augusta.

OFFER Made by:

OFFER Accepted by:

SUBSCRIBER:

AUGUSTA:

Augusta Tech

AUGUSTA, GEORGIA

By: _____

By: _____

Name: _____

Garnett L. Johnson

Title: _____

Mayor

Date: _____

Date: _____

Attest: _____

Attest: Lena J. Bonner

Name: _____

Clerk of Commission

Title: _____

ATTACHMENT A

Subscriber and Augusta acknowledge that, for purposes of this Agreement, Subscriber is receiving radio service to approximately 13 radios as of the date of this Agreement. The Parties understand and agree that, as of the date of service initiation, Subscriber shall be charged an airtime rate of \$50.60 per month per radio for services provided to all radios in service as of the service initiation date. Subscriber understands this rate is for 800 MHz TDMA Service only.

The Subscriber's anticipated service initiation date is September 12, 2025.