

**CHANGE ORDER NO. 2 TO THE SYSTEM PURCHASE AGREEMENT BETWEEN
CITY OF STEPHENVILLE, TEXAS AND L3HARRIS TECHNOLOGIES, INC.**

This Change Order No. 2 (“*Change Order*”) is made and entered into this 5th day of December, 2022 (the “*Effective Date*”), by and between City of Stephenville, Texas (“*Buyer*”) and L3Harris Technologies, Inc. acting through its Communication Systems Segment (“*Seller*”).

RECITALS

WHEREAS, the parties previously entered into that certain System Purchase Agreement between City of Stephenville, Texas and L3Harris Technologies, Inc., dated December 3, 2021 (the “*Contract*”);

WHEREAS, the parties wish to modify the scope to be provided under the Contract by adding certain items thereto, and to consume in part a credit toward future purchases which was established in connection with Change Order No. 1, as set forth in greater detail herein;

WHEREAS, the parties wish, further, to adjust portions of the Contract to account for the addition of scope as set forth in this Change Order;

WHEREAS, the parties now desire to enter into this Change Order No. 2 to modify the Contract;

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this Change Order and other good and valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller hereto do hereby agree as follows:

1. Capitalized terms used but not defined in this Change Order shall have the meaning assigned to them in the Contract.
2. “*Total Agreement Price*” means the sum of the Project Total row of the Pricing Summary in the Contract, or one million three-hundred fifty-seven thousand, one-hundred fourteen dollars and ten cents (\$1,357,114.10).
3. The items of Terminal Hardware and related accessories in the Contract are hereby modified as set forth in the Scope and Pricing Summary (the “*CO #2 Equipment*”) which is attached and made a part of this RFC as **Exhibit A** (the “*CO #2 Equipment Order*”).
4. After giving effect to Part 3 of this Change Order, the Contract shall contain a credit balance in the amount of twenty-two thousand thirty-eight dollars and seventy-two cents (\$22,038.72) (the “*CO #2 Equipment Credit Balance*”) which is hereby applied to Buyer’s account with no change to the Total Agreement Price. The CO #2 Equipment Credit Balance may be applied toward the purchase of L3Harris-branded Equipment only by a mutually agreed upon change order signed by both parties.
5. Buyer acknowledges that Seller is not the manufacturer of the CO #2 Equipment. To the fullest extent permitted by law, Seller makes no warranties in relation to such items other

than those manufacturers' or licensors' warranties (if any) which Seller is able to legally pass through for Buyer's benefit. Notwithstanding any language to the contrary in the Contract, Seller's obligations under Section 16 (Warranty) do not apply to the the CO #2 Equipment. Except for item P/N XL-AE3Z, which appears in the L3Harris catalog, L3Harris has not tested, and assumes no responsibility for the functionality of the CO #2 Equipment, or that it will be compatible with or suitable for use with the System.

6. The Contract shall be interpreted to contain CO #2 Equipment in the quantities and types set forth herein.
7. Buyer shall pay the Change Order #2 Updated Total Agreement Price in accordance with the Change Order #2 Payment Milestone Schedule which is attached as **Exhibit B** and made a part hereof, and otherwise in accordance with Section 9 (Payments) of the Contract.
8. Upon execution of this Change Order, the value of the CO #2 Equipment Order shall be deemed paid in full.
9. Total Agreement Price –

Description	Date	Value
Total Agreement Price	12/11/2021	\$1,357,114.10
Change Order #1 Price	08/18/2022	\$0.00
Change Order #2 Price	12/02/2022	\$0.00
Change Order #2 Updated Total Agreement Price	12/02/2022	\$1,357,114.10

10. Full Force and Effect – The terms and conditions of the Contract, except as amended herein, shall remain in full force and effect.
11. Execution – This instrument may be executed in one or more counterparts. Documents signed and transmitted electronically shall be deemed original and binding documents.

[Signatures Follow]

IN WITNESS WHEREOF, Buyer and Seller, through their duly authorized representatives, have executed this Change Order.

BUYER

CITY OF STEPHENVILLE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

SELLER

**L3HARRIS TECHNOLOGIES, INC.
COMMUNICATION SYSTEMS SEGMENT**

By:  _____

Name: Jeremy S. Roe

Title: Principal, Contracts

Date: December 5, 2022

EXHIBIT A

CO #2 Equipment Order

CATALOG	MODEL NUMBER	DESCRIPTION	QTY
EAR PHONE CONNECTION	EP-MS2A-C	EPC Listen only SC Tubeless Earpiece Micro Speaker	1.00
EAR PHONE CONNECTION	EP-MS2A-B	EPC Listen only SC Tubeless Earpiece Micro Speaker	1.00
N-EAR	RO-360F-12-2.5	N-EAR 360 FLEXO EARPIECE	18.00
HYS	TC-617 2.5MM	G Shape Soft Flexible Ear Hook Earpiece Headset	2.00
PCL	SW-UL-2.5-RM	SOUND WAVES RECEIVE ONLY TACTICALL EARPIECE	10.00
PCL	SW-UL-2.5-Lm	SOUND WAVES RECEIVE ONLY TACTICALL EARPIECE	10.00
PCL	SW-UL-2.5-RL	SOUND WAVES RECEIVE ONLY TACTICALL EARPIECE	1.00
PCL	SW-UL-2.5-LS	SOUND WAVES RECEIVE ONLY TACTICALL EARPIECE	1.00
L3HARRIS	XL-AE3Z	EARPHONE, LAPEL MICROPHONE	10.00
		TOTAL	\$ 5,357.30

CATALOG	MODEL NUMBER	DESCRIPTION	QTY	RIGHT / LEFT	COLOR (CHOOSE)	LENGTH (INCHES)	2.5mm JACK
EAR PHONE CONNECTION	EP-MS2A-C	EPC Listen only SC Tubeless Earpiece Micro Speaker	1	L	CLEAR	16	YES
EAR PHONE CONNECTION	EP-MS2A-B	EPC Listen only SC Tubeless Earpiece Micro Speaker	1	L	BLACK	16	YES



CATALOG	MODEL NUMBER	DESCRIPTION	QTY	RIGHT / LEFT	COLOR (CHOOSE)	LENGTH (INCHES)	2.5mm JACK
N-EAR	RD-360F-12-2.5	N-EAR 360 FLEXO EARPIECE	18	UNIVERSAL	NA	12	YES



CATALOG	MODEL NUMBER	DESCRIPTION	QTY	RIGHT / LEFT	COLOR (CHOOSE)	LENGTH (INCHES)	2.5mm JACK
HYS	HYS TC-617	G Shape Soft Flexible Ear Hook Earpiece Headset	2	UNIVERSAL	NA	NOT SPECIFIED	YES



CATALOG	MODEL NUMBER	DESCRIPTION	QTY	RIGHT / LEFT	COLOR (CHOOSE)	LENGTH (INCHES)	2.5mm JACK	SIZE (S M L)
PCL	SW-UL-2.5-RM	SOUND WAVES RECEIVE ONLY TACTICALL EARPIECE	10	R	NA	NOT SPECIFIED	YES	M
PCL	SW-UL-2.5-Lm	SOUND WAVES RECEIVE ONLY TACTICALL EARPIECE	10	L	NA	NOT SPECIFIED	YES	M
PCL	SW-UL-2.5-RL	SOUND WAVES RECEIVE ONLY TACTICALL EARPIECE	1	R	NA	NOT SPECIFIED	YES	L
PCL	SW-UL-2.5-LS	SOUND WAVES RECEIVE ONLY TACTICALL EARPIECE	1	L	NA	NOT SPECIFIED	YES	S



CATALOG	MODEL NUMBER	DESCRIPTION	QTY	RIGHT / LEFT	COLOR (CHOOSE)	LENGTH (INCHES)	2.5mm JACK
L3HARRIS	XL-AE3Z	EARPHONE, LAPEL MICROPHONE	10	UNIVERSAL	NA	NOT SPECIFIED	YES

XL-AE3Z



For use with Speaker Mics that have earphone jacks

Features

Operating Temperature Range -22 to +146 F
 Operating Temperature Range -30 to +60 C
 Cable Pull Test -Typical Limit 10 lb minimum
 Impedance Microphone 2000 ohm +/- .20% @ 1KHz

EXHIBIT B

CO #2 Payment Milestone Schedule

<i>Milestone</i>	<i>Percentage of Total Agreement Price</i>	<i>Amount</i>
<i>A.1 Infrastructure Hardware</i>		
<i>Contract Signing</i>	10%	\$ 67,772.45
<i>Detailed Design Review</i>	10%	\$ 67,772.45
<i>Equipment Staging</i>	20%	\$ 135,544.90
<i>Equipment Shipment</i>	30%	\$ 203,317.35
<i>Installation</i>	15%	\$ 101,658.68
<i>Final Acceptance</i>	15%	\$ 101,658.68
<i>A.2 Terminal Hardware</i>		
<i>Terminals</i>	100%	\$ 625,304.09
<i>Other Amounts Due</i>		
<i>Change Order #1 - Signing</i>		\$ 26,689.49
<i>Change Order #2 – Signing</i>		\$ 5,357.30
<i>CO #2 Equipment Credit Balance</i>		\$ 22,038.72
<i>Project Total</i>		<i>\$ 1,357,114.10</i>

[END OF DOCUMENT]