



INDOTEL
P 12 4
Jorge moreta

SISTEMA DE MONITOREO Y GESTIÓN DEL ESPECTRO RADIOELÉCTRICO

OFERTA DE SOPORTE Y MANTENIMIENTO

TCI No. 62783-02

9 DE ENERO DE 2023

DESCRIPCIÓN DE LOS SERVICIOS OFRECIDOS

1. OBJETO

Con el fin de mantener en condiciones de óptimo funcionamiento y operación el Sistema de Monitoreo y Gestión del Espectro Radioeléctrico (SMGER), el cual es una valiosa herramienta de apoyo para el Instituto Dominicano de las Telecomunicaciones - INDOTEL - en el desarrollo de sus funciones, TCI se complace en ofrecer el soporte técnico especializado de la más alta calidad requerido por este Sistema, colocando a disposición del INDOTEL su conocimiento y su experiencia, con personal calificado de soporte en sitio y de especialistas en fábrica.

El Sistema (SMGER) incluye:

- 8 estaciones fijas (5095+ 641)
- Equipo TCI (5095+641) y (5095+647D), instalado actualmente en 2 estaciones móviles.
- 1 x ASMS + 1 Licencia ATDI ICS Telecom
- 1 x Centro de Comando con 3 Licencias de Scorpio

Nuestra oferta de soporte incluye:

- Asistencia en la operación del Sistema tanto en la parte de gestión como en la parte de monitoreo.
- Servicios de Mantenimiento Preventivo y Correctivo de acuerdo a lo especificado en esta oferta.
- Un ingeniero entrenado ubicado en Santo Domingo para dar apoyo administrativo y de coordinación para la atención y solución oportuna y eficiente de los asuntos de tipo técnico que se presenten durante la operación del Sistema.



2. RESPONSABILIDADES DE TCI

2.1 SOPORTE DEL SISTEMA SCORPIO:

- Recibir y atender los reportes acerca de solicitud de aclaraciones, dudas y demás asuntos técnicos enviados por el INDOTEL sobre el Sistema SCORPIO.
- Realizar los diagnósticos necesarios. En caso de encontrarse una falla, establecer el (los) equipo (s) que requiere (n) reemplazo.
- Elaborar reportes de todos los comentarios recibidos y la acción correctiva que se brinde a cada uno de ellos y mantener un archivo consecutivo de los mismos.
- Coordinar con el INDOTEL la disponibilidad de los repuestos requeridos.
- Coordinar con el INDOTEL las visitas del personal técnico especializado a los sitios.
- Una vez estén disponibles los equipos, proceder a su instalación en el Sistema y realizar las pruebas de correcto funcionamiento necesarias.
- Notificar por escrito al INDOTEL las acciones correctivas realizadas.
- Realizar mantenimiento preventivo de acuerdo a lo mencionado en el numeral cinco (5) de esta oferta.
- Nuestra propuesta incluye todos los gastos de alojamiento para nuestro personal técnico especializado.

2.2 SOPORTE DEL SISTEMA ASMS:

- Recibir y atender los reportes acerca de solicitud de aclaraciones, dudas y demás asuntos técnicos enviados por el INDOTEL sobre el Sistema ASMS.
- Elaborar reportes de todos los comentarios recibidos y la acción correctiva que se brinde a cada uno de ellos y mantener un archivo consecutivo de los mismos.
- Notificar por escrito al INDOTEL las acciones correctivas realizadas.
- Actualización, mantenimiento y soporte "on-line"– ICS Telecom.

3. RESPONSABILIDADES DEL INDOTEL:

- Garantizar el suministro constante de energía eléctrica al Sistema mediante los equipos y elementos de protección y respaldo necesarios – tales como UPS, plantas eléctricas, etc., - para evitar degradaciones y daños en el hardware y en la base de datos causados por cortes de energía, caídas de tensión, sobrecargas y picos de voltaje.
- Mantener diariamente copias de respaldo de las bases de datos.
- Adquisición de repuestos, partes y consumibles.
- Almacenamiento, manejo y control de los repuestos.
- Envío de los equipos y partes a la fábrica para su reparación, si se requiere.
- Reparación de vehículos correspondientes a las unidades móviles y mantenimientos de rutina a los mismos, tales como cambios de aceite, cambios de pastillas de frenos, sincronizaciones, etc.
- Elaboración de órdenes de reparación de equipos y partes, localmente o en fábrica.
- Elaboración de órdenes de compra de repuestos.
- Facilitar al personal de apoyo de TCI un espacio de trabajo en el edificio Osiris.



- El INDOTEL será responsable de facilitar transporte al personal de TCI hacia las estaciones remotas. Durante las visitas a las Estaciones Remotas se espera que el personal del INDOTEL soporte días laborales más largos con el fin de minimizar el número de días dedicados en las Estaciones Remotas.
- Dado que la red de monitoreo se accesa desde la red del INDOTEL y ésta tiene acceso a la Internet, es responsabilidad del INDOTEL instalar los softwares (antivirus) necesarios para la protección del software del sistema de monitoreo y gestión.

4. PROCEDIMIENTO A SEGUIR PARA EL SOPORTE TÉCNICO

4.1 SOPORTE DEL SISTEMA SCORPIO:

- El personal del INDOTEL debe reportar por escrito al personal técnico especializado de TCI cada uno de los asuntos de tipo técnico que se presenten durante la operación del Sistema SCORPIO, indicando una descripción detallada del mismo y de las circunstancias que conllevaron a su presencia, su localización, el equipo involucrado, la fecha y hora de ocurrencia y el nombre de la persona que lo reporta.
- Basados en esta información, TCI analizará y determinará la acción a seguir, brindará soporte técnico y asistirá al personal del INDOTEL en los procedimientos necesarios para el diagnóstico.
- Si no es factible determinar por acceso remoto la causa del asunto reportado, el personal técnico especializado de TCI coordinará la visita al respectivo sitio.
- Una vez el personal técnico especializado se encuentre en el sitio, realizará los diagnósticos necesarios. En caso de determinarse una falla, el personal técnico especializado de TCI notificará al INDOTEL.
- Si los repuestos requeridos se encuentran disponibles en el inventario del INDOTEL, el INDOTEL los colocará a disposición del personal técnico de TCI. En caso contrario, el INDOTEL los adquirirá.
- El personal técnico especializado de TCI procederá a la instalación de los equipos y realizará las pruebas de correcto funcionamiento que sean necesarias.
- El personal técnico especializado de TCI notificará por escrito la solución de la falla al INDOTEL.
- En los casos en que se requiera una reparación/adquisición en fábrica, el INDOTEL debe elaborar una solicitud de "RMA" utilizando el Portal del Cliente Web de TCI Portal de Web para Soporte al Cliente al www.tcibr.com o al <http://support.tcibr.com> de acuerdo con el procedimiento en el Anexo A.

4.2 SOPORTE DEL SISTEMA ASMS:

El siguiente soporte será realizado únicamente como parte de las tareas identificadas en la Propuesta Económica como soporte telefónico

- El personal del INDOTEL debe reportar, utilizando el Portal de Web para Soporte al Cliente de TCI de www.tcibr.com o al <http://support.tcibr.com>, los asuntos de tipo técnico que se presenten durante la operación del Sistema ASMS de acuerdo con el procedimiento detallado en el Anexo A, indicando una descripción detallada del mismo y de las circunstancias que conllevaron a su presencia, su localización, el equipo involucrado, la fecha y hora de ocurrencia y el nombre de la persona que lo reporta.



- Basados en esta información, TCI analizará y determinará la acción a seguir, brindará soporte técnico vía telefónica y asistirá al personal del INDOTEL en los procedimientos necesarios para el diagnóstico o solución del asunto reportado.
- TCI notificará por escrito al INDOTEL las acciones correctivas realizadas.

5. MANTENIMIENTO PREVENTIVO:

Durante el periodo de soporte, TCI realizará (1) mantenimiento preventivo en las instalaciones de cada estación, consistentes en:

- Verificación del normal funcionamiento del Sistema.
- Diagnóstico del Equipo.
- Verificación de conexiones.
- Limpieza de los equipos.
- Limpieza de la base de datos.

Después del mantenimiento y una vez corregido cualquier error detectado, TCI entregará al INDOTEL Certificados de Conformidad para cada sistema.

Notas: El INDOTEL tiene la responsabilidad de realizar copias de respaldo de la base de datos (Backups), por lo tanto, TCI no se hace responsable por las pérdidas de información durante los procesos de mantenimiento.

6. EXTENSIÓN DE GARANTÍA DE HW (12 MESES):

Al adquirir el INDOTEL la extensión de garantía de HW, TCI suministrará el siguiente cubrimiento:

- Esta cubrirá todos los equipos suministrados por TCI bajo el contrato del para el suministro y actualización del sistema SMGER, con las siguientes excepciones: Computadores, Laptops, Impresoras, Vehículos, Baterías, Unidades de A/C, Generadores, Torres, y todo equipo de soporte.
- Otra manera de describirlo, es que la extensión de garantía de HW cubre el Domo de Antena, los Conmutadores, el Procesador de Espectro TCI 5095, y todos los otros equipos montados en los racks.
- Si cualquier ítem de equipo cubierto por esta extensión de garantía falla durante el período de este contrato (12 meses), INDOTEL enviará el ítem de equipo que presenta falla a las oficinas principales de TCI en California.
- TCI evaluará la falla y reparará el ítem que falló o lo reemplazará con un nuevo ítem, a decisión del Departamento de Aseguramiento de Calidad de TCI.
- Si TCI determina que un ítem de equipo necesita ser reemplazado con un nuevo ítem, TCI podrá suministrar un ítem de reemplazo de una generación actualizada.



7. ACTUALIZACIÓN DE SOFTWARE Y EQUIPOS:

7.1 TCI suministrará de vez en cuando paquetes de software actualizados de los siguientes programas:

- TCI ASMS
- TCI SCORPIO
- ICS Telecom (también conocido como "HTZ Communications")

Estos paquetes de software actualizados serán probados primero en TCI, y únicamente los paquetes que sean compatibles con la configuración del sistema SMGER serán instalados en la República Dominicana. Las actualizaciones serán sobre la misma plataforma y no incluyen nuevos módulos o nuevas capacidades que no formaron parte del sistema comprado por el INDOTEL. Los paquetes de software actualizados serán instalados por el ingeniero de software de TCI durante una de las visitas periódicas a Santo Domingo.

8. LA PROPUESTA NO INCLUYE

8.1 Esta Propuesta no Incluye lo siguiente Ítems:

- Repuestos.
- Consumibles.
- Gastos de envío de repuestos, equipos y partes fuera del país.
- Gasolina, cambios de aceite, mantenimiento de rutina y reparación de los vehículos correspondientes a las unidades móviles.
- TCI no se hará responsable por los problemas relacionados con baterías, enlaces de comunicación, cortes de energía, caídas de tensión, sobrecargas, etc.
- Mantenimiento correctivo de impresoras, computadores, monitores y máquinas de fax.
- Mantenimiento para plantas eléctricas.
- Mantenimiento para torres de antenas.
- Mantenimiento para equipos de aire acondicionado.
- Consumo de los teléfonos celulares instalados en las unidades móviles.
- Costos de reparación de equipos y partes de los ítems no cubiertos por la garantía extendida de HW (Sec. 6).



ANEXO A TCI PROCEDIMIENTO PARA SOPORTE

1.0 GENERAL

Durante el período de soporte especificado, todas las cuestiones se comunicarán por el Comprador al Proveedor a través del Portal de Web para Soporte al Cliente al www.tcibr.com o al <http://support.tcibr.com>. El Proveedor proporcionará al Comprador con un nombre de usuario y contraseña para acceder al Portal de Web para Soporte al Cliente a la entrega del primer producto.

2.0 SOLUCIÓN DE PROBLEMAS

El Comprador será responsable de ejecutar las pruebas de autodiagnóstico y reportar el problema al proveedor a través del Portal de Soporte al completar un informe de falla TFR (Trouble Failure Report) para problemas de hardware o un informe SIR (Software Issue Report) para problemas de software. El Proveedor responderá a todos los problemas reportados correctamente a través del portal de asistencia en un período no mayor de 48 horas, no incluyendo fines de semana y días festivos.

3.0 SOPORTE PARA HARDWARE

Si después de ejecutar las pruebas de diagnóstico necesarias, se determina que una parte está funcionando de manera anormal y requiere reparación o reemplazo, el usuario final deberá completar el TFR, con la siguiente información:

- Nombre y datos de contacto de la persona que reporta la falla
- Equipo de Error: Número de Parte, Número de Serie
- Ubicación de la falla
- Fecha y hora de la falla
- Descripción detallada de la falla
- Copia del informe de diagnóstico

Tras la recepción de la TFR, un ingeniero del Proveedor confirmará la falla o ayudará al Comprador a solucionar el problema y diagnosticarlo a través del portal web. Si se determina que una parte necesita ser reparada o reemplazada, el Proveedor proporcionará al Comprador el número RMA (Return Merchandise Authorization) y las instrucciones de envío. El Comprador enviará la pieza a uno de los centros de reparación del Proveedor. A menos que hayan acordado otra cosa, el Comprador deberá pagar los gastos de envío para devolver el artículo para la reparación y el Proveedor deberá pagar los gastos de envío para devolver el artículo reparado al Comprador después de la reparación. Se debe empaquetar bien el ítem para garantizar el tránsito seguro y sin daños.

El Proveedor mantiene un stock de artículos de reemplazo reformados para todos los módulos principales en su sede de California para su envío inmediato (dentro de las 48 horas de recibo del artículo con falla). Este servicio se llama "Quick Turn". El Proveedor garantiza que la pieza de repuesto será de la misma generación o posterior a la del elemento que presenta la falla y tendrá la misma garantía que el artículo devuelto. El stock es limitado y la disponibilidad de estas piezas de repuesto está en base de "primer llegado, primer servido".

Los productos fabricados por el Proveedor que son devueltos para su reparación (no reemplazo) serán reparados en el término de 15 días hábiles desde su recepción en el centro de reparación. Los productos fabricados por otros proveedores (CPU y DSP) serán reparados en un término de 180 días naturales.

4.0 APOYO DE SOFTWARE

Los asuntos de software también se comunicarán por parte del Comprador completando un SIR a través del portal del cliente con la siguiente información:

- Nombre y datos de contacto de la persona que reporta el problema
- Versión del software:
- Ubicación de la falla
- Fecha y hora de la falla
- Descripción detallada de la falla
- Las circunstancias que conducen a la falla
- Las capturas de pantalla

El Ingeniero de software del Proveedor responderá dentro de las 48 horas siguientes a la solicitud de apoyo. Si se requiere una actualización de software, la actualización será programada y el cliente puede monitorear el estado a través del portal web.



FECHA	COTIZACION NO.
9 enero 2023	62783-02

3541 Gateway Blvd., Fremont, CA 94538 USA
TEL: (510) 687-6100
FAX: (510) 687-6101

Página 1 de 8

COTIZACION A:
INDOTEL
Santo Domingo, República Dominicana
Atn: Ing. Alberto Delgado
Director Espectro Radioeléctrico

REFERENCIA:
Post Garantía de Soporte y Mantenimiento
- 01 de febrero de 2023 hasta el 31 de
enero de 2024.

UN (1) AÑO DE CONTRATO DE SOPORTE Y MANTENIMIENTO DEL SISTEMA SMGER.				
Item No.	Cant.	Descripción	Precio Unitario (US Dólares)	Precio Total (US Dólares)
001	1 Lote	Garantía extendida por un (1) año para los servicios de soporte y mantenimiento del Sistema SMGER, desde el 01 de febrero de 2023 hasta el 31 de enero de 2024, en conformidad con la Oferta de Soporte y Mantenimiento No. 62783-02 de fecha 9 de enero de 2023, que incluye: <ul style="list-style-type: none">Reparación/Reemplazo de los equipos cubiertos por TCI.Soporte y Actualización de los programas ASMS y SMS.Un visita para mantenimiento preventivo a todas las estaciones, pruebas y certificación de conformidad para los equipos.Soporte por un Ingeniero de Campo de TCI.	\$165,168.00	\$165,168.00
002	1 Lote	Garantía extendida de un año para el software ATDI ICS Telecom – (una (1) licencia de red)	\$7,500.00	\$7,500.00
Subtotal antes del impuesto de Tasa de Retención:				\$172,668.00
TASA DE RETENCIÓN Está incluida en el valor de la oferta, el valor de la retención tributaria del 27% de acuerdo al Art. 305 del Código Tributario de la República Dominicana, siendo dicho artículo modificado por el párrafo único del artículo 10 de la Ley No. 139-11				(\$46,620.36)
TOTAL A PAGAR A TCI				\$126,047.64

TCI INTERNATIONAL, INC.

SUJETA A LOS TÉRMINOS Y CONDICIONES ADJUNTOS

Brian D Beck

1/9/2023

COTIZACIÓN AUTORIZADA POR
Brian D Beck
Director, Servicio al Cliente

FECHA

ACEPTADA POR

FECHA



FECHA	COTIZACION NO.
9 enero 2023	62783-02

3541 Gateway Blvd., Fremont, CA 94538 USA
 TEL: (510) 687-6100
 FAX: (510) 687-6101

Página 2 de 8

COTIZACION A:
 INDOTEL
 Santo Domingo, República Dominicana
 Atn: Ing. Alberto Delgado
 Director Espectro Radioeléctrico

REFERENCIA:
 Post Garantía de Soporte y Mantenimiento
 - 01 de febrero de 2023 hasta el 31 de
 enero de 2024.

Términos y Condiciones de la Cotización:

- 1) **Precios** – Los precios cotizados son en Dólares Americanos, CIP, Fábrica TCI, Fremont, CA, (INCOTERMS 2010) e incluyen el empaque de exportación. Los precios excluyen todos los gastos de derechos aduanales, impuestos y fletes.
- 2) **Entrega** – Entrega/Desempeño en conformidad con la Oferta de Soporte y Mantenimiento 62783-02 de fecha 9 de enero de 2023.
- 3) **Validez** – Esta cotización es válida por 30 días a partir de la fecha de esta cotización.
- 4) **Pago: Cuatro (4) pagos trimestrales**, por adelantado, a más tardar el primer día de cada período de tres meses cubierto.

Por favor, transferencia electronica al Bank of America 901 Main Street, Dallas TX 75202 USA, ABA No. 0260-0959-3, (S.W.I.F.T. BOFA US 3N) para depositarse a la cuenta TCI No. 3751786612

- 5) **Términos y Condiciones Estándar de TCI**, copiado en el adjunto, son aplicables a esta cotización

TCI INTERNATIONAL, INC.

SUJETA A LOS TÉRMINOS Y CONDICIONES ADJUNTOS

Brian D Beck

1/9/2023

COTIZACIÓN AUTORIZADA POR
Brian D Beck
 Director, Servicio al Cliente

FECHA

ACEPTADA POR

FECHA

TCI INTERNATIONAL, INC. TERMS AND CONDITIONS FOR MAINTENANCE AND SUPPORT CONTRACTS

1. **SCOPE.** The terms and conditions set forth herein apply to all maintenance and support contracts entered into by TCI INTERNATIONAL, INC. ("TCI"). Notwithstanding terms and conditions which may be included on Customer's purchase order form or otherwise, acceptance of this offer is expressly limited to the terms and conditions set forth herein. Any term or condition in Customer's acceptance in addition to or not identical with any of these terms and conditions shall not become part of the contract unless such term or condition is stated in writing and signed by an authorized representative of TCI.

2. **EXTENT OF SERVICE.** Service offerings may vary and will be specified in the TCI Quotation. At such time as a Customer determines service or support under this Agreement is necessary, Customer shall contact TCI through the TCI Customer Support Portal at www.support.tcibr.com and complete an Incident Report to report equipment issues and obtain a return authorization number or to report a software issue. Unless otherwise specified in the Contract Agreement, Service will be performed on Equipment covered under this Agreement when shipped prepaid or delivered to the designated TCI repair center and accompanied by the return authorization number and the Incident form. TCI may, in its discretion, use new or refurbished parts to repair Equipment or replace the Equipment with a new or refurbished unit. Unless otherwise provided in the Agreement, Customer shall bear cost to ship and the risk of loss during shipment of the equipment to the TCI repair facility for repair or replacement and TCI shall pay the cost and bear the risk of loss of the Equipment to return the repaired/replaced equipment to the Customer.

3. **OPTIONAL IN COUNTRY SERVICE AND SUPPORT.** This offer may include a specific number of visits to the installation site in order to carryout preventative maintenance, corrective maintenance or support. TCI's obligations for such in country support shall be limited to the length of time specified in the offer and shall include only the services and costs specified therein. All other cost, including but not limited to the cost to have a Customer representative accompany the TCI engineer to remote sites shall be the responsibility of the Customer.

4. **RESPONSIBILITIES OF THE CUSTOMER AND MAINTENANCE LIMITATIONS.** The Maintenance and Support Program provides an extended warranty on all hardware and software manufactured by TCI and all third party hardware that is incorporated into these items. Unless specifically stated otherwise in the TCI Quotation, the coverage does not apply to any third-party equipment, such as the computers, monitors, laptops, printers, vehicles, batteries, units of A/C, generators, towers, and any equipment of support. This warranty does not cover the replacement or supply of consumables used during the operation of the system. Notwithstanding any provision herein to the contrary, TCI will be under no obligation to furnish any maintenance, parts, repair services or materials for problems which result from the causes set forth below. (a) failure to properly use, install or maintain the Equipment and Software; (b) failure to procure, install, or have satisfactory maintenance performed on equipment not covered by this Agreement which interfaces with or is otherwise used in conjunction with the Equipment covered by this Agreement; (c) Failure from the use of incorrect electrical voltage or power surges, or any other failure of environment or facilities to meet Equipment specifications; (d) Accident, fire or other casualty or hazard, neglect, misuse or any other cause beyond the range of normal usage; (e) Products which have been repaired, worked upon, disassembled or altered by persons not authorized by TCI in such a manner as to injure the stability or reliability of such products, (f) modification or alteration of the serial number of Equipment; (g) Use of any supplies, parts, power or equipment which do not meet TCI's Equipment specification; or (h) Operator, owner, or user error.

5. **TERM.** This Agreement shall become effective on the date specified in the Agreement. This Agreement shall remain in effect only through the specified term and shall thereupon terminate, but may be renewed for successive periods of the same duration by mutual written agreement of the parties and payment of appropriate charges, prior to the end of such term.

6. **LATE PAYMENT.** All payments required under this Agreement shall be delinquent if not paid at the time provided in this Agreement. Customer shall pay a late payment charge equal to the lesser of (i) one percent (1%) per month or (ii) the maximum rate allowed by law per month on any delinquent sums owed to TCI. If payment is not received in accordance with the terms of this agreement, TCI may stop work. TCI will resume services when full payment plus any required late fees have been received. The period of the service

agreement will not be extended to compensate for the period of the work stoppage.

7. **WARRANTY.** TCI warrants that the products repaired or replaced by it shall be free from defects in material and workmanship for a 90 days from receipt by Customer, unless other terms are agreed upon in writing. TCI's obligation under this warranty shall be limited to the repair or replacement, at TCI's option, of any such products which, under normal use and service, become defective (excluding normal wear and tear), provided, however, that such products are returned to the TCI's factory, freight prepaid, within the warranty period. This warranty does not apply (a) to any products which have been repaired, worked upon, disassembled or altered by persons not authorized by TCI in such a manner as to injure the stability or reliability of such products, or (b) to any products which have been subject to misuse, negligence or accident (including lightning strikes and power surges), or (c) to any products which have not been connected, installed, used or adjusted in accordance with the instructions furnished by TCI or (d) with respect to any product which has had its serial number altered, effaced or removed. TCI does not warrant that the operation of its software products will be uninterrupted or error free. TCI warrants that during the Term, all Services provided for under the terms of this Agreement shall be performed (a) in accordance with all applicable laws and regulations, and (b) in a professional and diligent manner by qualified and skilled personnel appropriately supervised. If during the Term it shall be proven to TCI's reasonable satisfaction that any Services are nonconforming, then at TCI's option, such Services shall, be corrected, or re-performed.

THE FOREGOING WARRANTIES ARE IN LIEU OF, AND TCI EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. THE FOREGOING WARRANTIES STATE TCI'S ENTIRE AND EXCLUSIVE LIABILITY AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, IN CONNECTION WITH THE SERVICES.

8. **END OF PRODUCT LIFE CYCLE.** During the maintenance and support period, Products may reach the end of their Product Life Cycle due to market demands, technology innovation and development driving changes in the product, or product maturity and the unavailability of components. In these cases, TCI will work with the customer to find an acceptable course of action. If repairable, the repair of the obsolete part shall be covered by the maintenance and support agreement. Should the item not be repairable, it may be replaced with the latest generation technology at an additional cost.

9. **ASSISTANCE CUSTOMER MUST PROVIDE.** The service technician must receive full access to your equipment and/or software. If access is denied or limited, response and resolution times will be adjusted.

10. **REMEDIES.** TCI'S SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS AGREEMENT SHALL BE FOR TCI TO MAKE ALL NECESSARY ADJUSTMENTS, REPAIRS AND/OR REPLACEMENTS, IN TCI'S SOLE DISCRETION, TO MAINTAIN THE TCI EQUIPMENT AND/OR TCI SOFTWARE IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREOF.

11. **LIABILITY.** Customer agrees that TCI shall not be liable for direct, indirect, incidental, exemplary, special or consequential damages of any kind, including but not limited to, damages arising out of or in connection with the provision of or failure to provide services, equipment, parts or materials or TCI's performance of services or maintenance under this agreement and including but not limited to, expenses, costs, profits, lost earnings, or lost or corrupted data that might be suffered by the Customer or claimed against it. The aggregate liability of the Contractor to the Customer whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price. Any action for breach of contract or otherwise must commence within one year after cause of action accrues.

12. **CONTINGENCIES.** TCI is excused from performance and shall not be liable for any delay, in whole or part, caused by the occurrence of any contingency beyond the reasonable control either of TCI or its subcontractors or suppliers. These contingencies include, without limitation, war, sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation, the act or failure to act of any government or any

TCI INTERNATIONAL, INC. TERMS AND CONDITIONS FOR MAINTENANCE AND SUPPORT CONTRACTS

agency or subdivision thereof affecting the terms of this Agreement or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, severe weather or other act of God, shortage of labor, fuel, raw material or machinery or technical failure.

13. **FORCE MAJEURE.** Neither party shall be liable to the other for any loss or damage as a result of any delay in services, due to any cause beyond the party's reasonable control, including without limitation, flood, windstorm, or other act of God, embargo or other governmental act or authority regulation or request, fire, theft, accident, strike, slowdown, labor dispute, war, riot, delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities, whether at the party's operations or at the operations of a supplier or subcontractor to the party.

If a Force Majeure situation arises, the party affected shall promptly notify the other party in writing of such condition and the cause thereof. The parties shall continue to perform their obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14. **TERMINATION.** Either Party may terminate this Contract in the event that the other Party fails substantially to perform any of its major obligations under this Contract, and such failure is not remedied within 90 days from the date written notice is received to this effect by the defaulting Party. This termination shall be without prejudice to any action and recourse available to the non-defaulting Party.

Neither party shall have the right to terminate or abandon the Contract except for reasons of default or force majeure. If the Contract is terminated for causes other than default by the TCI, TCI shall be entitled to receive from the Customer:

- a. the amounts payable in respect to any preliminary items so far as the work or service comprised therein has been carried out and a proper proportion of any such items in which the Work or service comprised has only been partially carried out.
- b. the cost of materials or goods ordered for the Contract or for use in connection with the Contract which have been delivered to the Customer or the delivery of which is pending but TCI is legally liable to accept from suppliers.
- c. an amount equal to five percent (5%) of the contract price of that portion of the contract not realized due to cancellation, as compensation for lost profits.

15. **NO ASSIGNMENT.** This Agreement is personal to the Customer who may not assign, sub-contract or otherwise transfer this Agreement or any part of it without the prior written consent of the Supplier.

16. **CONFIDENTIALITY.** "Confidential Information" shall mean any information owned by a Party, including any and all proprietary technical, financial and business information, design, manufacturing, customer information, personnel information, new product developments, and general business plans of any kind whatsoever, regardless of whether furnished in oral, visual, written and/or other any tangible and intangible embodiments thereof, whether or not patentable. All such information shall be treated by the receiving Party as confidential and proprietary. The receiving Party (a) shall safeguard and keep all Confidential Information confidential, (b) shall use the Confidential Information only in furtherance of the Agreement, and (c) shall not disclose such Confidential Information to any other person, firm or entity except in furtherance of the Services (i) to those of its employees, officers, managers, members or representatives (collectively, "Representatives") who have a need to know such Confidential Information to provide the Services provided herein, (ii) as allowed by the express, written consent of the disclosing Party or (iii) as compelled by a court of competent jurisdiction (provided that the receiving Party provides the disclosing Party with prompt written notice so that the disclosing Party may seek a protective order or other appropriate remedy). The receiving Party shall be responsible for all actions and omissions of its Representatives. Upon the termination or expiration of this Agreement, receiving Party shall return all Confidential Information to the disclosing Party. However, the receiving Party may retain Confidential Information as may reasonably form a part of the governance record of the receiving Party, and as necessary to comply with legal requirements pertaining to the retention of documents. Notwithstanding the termination or expiration of this Agreement, the obligations in this Section shall survive such termination or expiration for a period of five (5) years after such termination or expiration. In the event that any disclosure is required, Agency must furnish only that portion of Confidential Information that is legally required and must exercise commercially reasonable efforts to obtain a reliable assurance that confidential treatment will be accorded to Confidential Information that is disclosed.

17. **INTELLECTUAL PROPERTY RIGHTS.** Provisions relating to patents, software licenses, property rights, limitations of liability and warranty, indemnity and confidentiality in the Terms and Conditions of Sale applicable to the equipment and software shall also apply to any service, repair or replacement to the Equipment and software under this Contract.

18. **DEFAULT BY CUSTOMER.** In the event of any default by the Customer, TCI may decline to perform further maintenance on the Equipment without any obligation or liability and without in any way affecting its rights under this Agreement. If TCI elects to continue to perform maintenance on the Equipment, TCI's actions shall not constitute a waiver of any default by Customer or in any way affect TCI's legal remedies for any such default.

19. **APPLICABLE LAW.** The Agreement shall be continued and interpreted in accordance with the laws of the State of California.



Appendix A

Equipment Covered by Warranty

This Maintenance and Support Program provides an extended warranty on all TCI software and TCI manufactured equipment including: antenna dome, RF switches, RF cables, and lightning arrestors, TCI Spectrum Processor, and all other TCI equipment mounted in racks.

The following table outlines the top level components covered under this agreement:

Component	Primary Part Number	Primary Serial Number	Notes
Fixed Site #1 (Jacobo)			
Processor - 5095	5095-1531-26	BE00307	
Antenna - 641	TBD	TBD	
Fixed Site #2 (Dajabon)			
Processor - 5095	5095-1531-26	BE00611	
Antenna - 641	TBD	TBD	
Fixed Site #3 (Santiago)			
Processor - 5095	5095-1531-26	BE00610	
Antenna - 641	7641-1502-01	TBD	
Fixed Site #4 (Puerto Plata)			
Processor - 5095	5095-1531-26	BE00306	
Antenna - 641	7641-1502-01	TBD	
Fixed Site #5 (Higüey)			
Processor - 5095	5095-1531-26	BE00309	
Antenna - 641	TBD	TBD	
Fixed Site #6 (Salcedo)			
Processor - 5095	5095-1531-26	BE00310	
Antenna - 641	7641-1502-01	TBD	
Fixed Site #7 (San Juan)			
Processor - 5095	5095-1531-26	BE00308	
Antenna - 641	7641-1502-01	TBD	
Fixed Site #8 (Barahona)			
Processor - 5095	5095-1531-26	BE00305	
Antenna - 641	7641-1502-01	TBD	
Mobile #1 ()			
Processor - 5095	5095-1531-26	TBD	
Antenna - 641	7641-1502-01	TBD	
Mobile #2 ()			
Processor - 5095	5095-1531-26	TBD	
Antenna - 647D	TBD	TBD	

Special Note regarding legacy processor CPUs

The CPU's in your TCI systems are no longer being built by their original manufacturer and have been superseded with new generation technology. In the event of failure of a CPU, TCI will send the CPU to the manufacturer for evaluation to determine if the item is repairable. The repair cost is covered by this maintenance and support agreement. Should the item not be repairable, it may be replaced with the latest generation technology at an additional cost. TCI will work with the Customer to develop an acceptable course of action to follow.



Appendix B

Equipment NOT Covered by Warranty

The extended warranty does not apply to any third-party equipment, such as the **computers/laptops**, monitors, printers, **vehicles**, batteries, units of A/C, **generators**, towers, and any equipment of support. The Customer is responsible for all routine service required by the manufacturer's warranty for this equipment.

The following services are specifically excluded from the maintenance support agreement:

1. Consumables including, but not limited to: Printer cartridges, paper, gas/oil, UPS/Vehicle batteries, etc.
2. Routine maintenance, service and repair of all vehicles, masts and generators.
3. The cost of shipment of failed parts and equipment to TCI for repair or replacement.
4. The cost of any duties or taxes levied on the repaired equipment, when returned to Customer by TCI.
5. Maintenance of any 3rd party antennas, spectrum analyzers, accessories, attachments, machinery, devices or associated equipment which do not form part of the System supplied by TCI;
6. Repair of damage arising from any cause (other than fair wear and tear) or the Customer's neglect or fault including without limitation: (i) Transportation or relocation of the Equipment not performed by TCI; (ii) Fluctuation of electrical power, air conditioning or humidity control or other environmental conditions or any defect or failure in relevant public telecommunications networks; (iii) Changes, alterations or additions not performed by TCI; (iv) Operator error or omission; (v) Other neglect or fault of the Customer or any third party; (vi) Act of God, fire, flood, lightning strikes, war, violence, or any other similar occurrence; (vii) Failure of line wiring (where relevant and included with the Equipment) other than by reason of fair wear and tear;
7. Attendance to faults caused by operating the Equipment outside design specifications or without any documentation or manuals supplied with the Equipment;
8. Cleaning, painting, refinishing or touching-up;
9. Repair of any malfunction due to radiation in the environment of the Equipment;
10. Diagnosis and/or rectification of problems not associated with the Equipment;
11. Specification changes, relocation of Equipment, addition/removal of accessories, attachments and other devices; including alterations to meet a change in the Customer's requirements or the standard requirements of any relevant public network operator or other relevant authority;
12. Calibration of third party equipment (Equipment manufactured by TCI does not require calibration).
13. For the avoidance of doubt nothing in this Agreement shall impose any obligation on TCI to provide software support or maintenance services in respect of any of the following:
 - i. Defects or errors resulting from any modification of the Software or Equipment made by any person other than TCI;
 - ii. Incorrect use of the Software or Equipment or operator error;
 - iii. Any fault in any software or programs not supplied or approved by TCI and used in conjunction with the Software or the Equipment;
 - iv. Defects or errors caused by the use of the Software on or with equipment, software or programs not supplied by or approved in writing by TCI;
 - v. Loss or damage caused directly or indirectly by user error or omission, neglect or willful default;
 - vi. Installation of any necessary changes to the any software caused by changes in Government legislation;
 - vii. Data recovery, data file creation, data input, computer processing, etc;
 - viii. Any loss or damage caused by any factor outside TCI's control;
 - ix. Defects or problems arising from software not written TCI (e.g. Microsoft software) save that where a fix or patch is available to TCI from the software house free of charge TCI will supply such remedial software to the Buyer within a reasonable time free of any additional charge.



Appendix C

CUSTOMERS RESPONSIBILITIES

- Upon receipt of a Return Authorization Number (RMA#) and shipping instructions from TCI, Customer shall properly package failed item(s) for shipment to ensure safe transit without damage. Ship freight prepaid failed equipment items and parts that are covered by extended warranty under this contract in accordance with the instructions provided by TCI. Ensure that the RMA# is clearly labeled on the package.
- Upon receipt of new software correcting the reported issue, Customer shall install and test the software as soon as possible, but in no more than 5 working days. If the software has corrected the problem, close the issue on the Website Customer Portal by changing the status to "Closed." If the software update does not correct the problem, change the status on the Web Support Portal from "Resolved" to "Open" and add any additional information regarding the reasons why the software update has not corrected the problem. Issues that are corrected by TCI and sent to Customer for testing and verification may be automatically closed if Customer does not state otherwise within 30 days of delivery of the updated software to them.
- Pay promptly all customs duties and taxes (if applicable) imposed by the laws of the country of importation for any repaired or replacement items supplied by TCI under the contract.
- Perform first tier diagnosis of system faults and physically replace modules under TCI's guidance and instructions.
- Purchase of spare parts and consumable supplies, as required.
- Repair of failed equipment items and parts that are not covered by this plan.



Appendix D

TCI SUPPORT PROCEDURE

1.0 GENERAL

During the specified support period, all issues shall be reported by Customer to the TCI through the TCI's Web Customer Support Portal at <http://support.tcibr.com>. TCI shall provide Customer with a user name and password to access the TCI Customer Support Portal upon delivery of the first product.

2.0 TROUBLESHOOTING

Customer will be responsible for running the self-diagnostic tests and reporting the issue to TCI through the Support Portal by completing an Incident Report for hardware issues and software problems. TCI will respond to all issues properly reported through the Support Portal in a period not to exceed 48 hours, not including weekends and holidays.

3.0 HARDWARE SUPPORT

If after running the required diagnostic tests, a part is determined to be operating abnormally and requires repair or replacement, end user shall complete an Incident Report with the following minimum information:

- Name and contact information of the person reporting the failure
- Failed equipment: Part Number, Serial Number
- Location of the failure
- Date and time of the failure
- Detailed description of the failure
- Copy of the diagnostic report

Upon receipt of the Incident Report, TCI's engineer shall confirm the failure or assist Customer in troubleshooting and diagnosing the problem through the web portal. If it is determined that a part needs to be repaired or replaced, TCI shall provide end user with a Return to Manufacturer's Authorization Number (RMA#) and shipping instructions. Customer will send the part to one of TCI's repair centers. Unless otherwise arranged, Customer shall pay shipping costs to return the item to TCI for repair and TCI shall pay shipping costs to return the repaired item to Customer after repair. The part shall be packaged to ensure safe transit.

TCI maintains a stock of refurbished replacement items for all major modules at TCI's California headquarters for immediate shipment (within 48 hours of receipt of the failed item). This service is called "Quick Turn". TCI warrants that the replacement part will be of the same generation or later as the failed item and will have the same warranty as the item returned. Stock is limited and availability these replacement parts is on a "first come, first serve" basis.

Items manufactured by TCI which are returned for repair and not replaced shall be repaired in 15 working days from receipt at the repair facility. Items manufactured by third party vendors (CPU and DSP) shall be repaired in 60 to 90 calendar days.

4.0 SOFTWARE SUPPORT

Software issues shall also be reported by Customer completing an Incident Report through the customer portal with the following information:

- Name and contact information of the person reporting the issue
- Software version:
- Location of the failure
- Date and time of the failure
- Detailed description of the failure
- Circumstances leading to the failure
- Screen shots

TCI's software engineer will respond within 48 hours to the request for support. If a software update is required it will be scheduled and the client is able to monitor the status through the web portal.