

THIS LEASE ("Lease") is made and effective on 8/18/19 by and between Harris Government Communications Systems ("Harris" or "Lessor") and the Mirmesota Bureau of Criminal Apprehension ("Company Name" or "Lessee")

- 1. Definitions: In addition to the terms defined elsewhere, the following terms used herein have the following meanings:
 - a. "Equipment", includes, but its not limited to hardware (including components), Software, firmware and Sarvices.

b. "Schedules" are attachments to the Agreement.

- 2. Schedules. The agreement includes the following schedules:
 - a. "Schedule A" the itemized listing of all Equipment delivered with the Lease Agreement.
 - b. "Schedule B" the term; payment schedule, and pricing for the Lease Agreement.
 - c. "Schedule C": special provisions (if necessary) to address circumstances outside of the standard Terms and Conditions for Lease.
- 3. Restricted Usa. All Equipment sold by Harris provides the Lessee with a capability that is restricted and otherwise controlled under applicable sections of United States Code Title 18: Use of Equipment is shirtly governed by applicable federal, state and local law associated with electronic surveillance. The Lessee's obligation to protect Equipment includes, but not limited to, the names of specific products, pricing, technical and performance data. The Lessee shall not disclose, distribute, or disseminate any Information regarding Lessee's lease or use of Harris Equipment to the public in any manner including but not limited to. In press releases, in court documents and/or proceedings, internet, or during other public forums or proceedings.

The Lessee variants that it has legal authority to lawfully employ the Equipment and will do so only in such a manner and for such purposes. The Lessee also warrants that it has obtained the requisite coordination for the acquisition and use of the Equipment with the appropriate U.S. Government agencies. Harris assumes no liability for any use, misuse or improper use of the Equipment and makes no representations as to Equipment suitability for any specific application. Lessee shall not transfer sell or easign the Equipment and/or Software without the prior written consent of Harris.

a. Release of Information. The Lessee shall not in any civil or criminal proceeding, use or provide any information concerning. Hards Equipment beyond the evidentiary results obtained through the use of Equipment without the prior written consent of Hards. The Lessee shall notify Hards if it receives a request pursuant to the Freedom of Information Act (5 U.S.C. section 552) or an equivalent state or local law, the civil or cinfinal discovery process, or other judicial; legislative, or administrative process to disclose information regarding Equipment and shall not release or otherwise provide any information concerning the Equipment without Hards' prior written consent.

- b. Loss of Equipment. In the event that any of the Equipment leased under this Lease is lost or stolen, the Lessee shall contact the Harris Help Desk at 1-800-358-5297 within 3 business days. Lessee shall provide the Part Number and Serial Number of the Equipment and a summary of facts surrounding the incident. Fallure to comply with this requirement may result in Harris terminating this Lease for default or exercising other rights under applicable law.
- Acceptance. This Lease is effective as of the date specified above. No modification to this Lease shall be made unless agreed to in writing by both Lessor and Lessee.
- 5. Taxes. In addition to the payments under this Lease, Lesses agrees to pay all taxes, fees, and filing costs related to the use of the Equipment, even if billed after the end of the term of this Lease or any Schedules. If Lessot is required to file and pay any tax, fee or levy due to Lessee's use or lease of Equipment, Lessee agrees to relimbura Lessor immediately. Lessor will notify Lessee of any tax or similar responsibility that Lessee is required to file and pay directly to the appropriate collector.
- 6. Shipping and Delivery. Unless otherwise stated in the Lease, the Lease price in Schedule B includes freight charges:
- 7. Title and Risk of Loss. The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor, and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease. Risk of loss for Equipment leased under the Lease Will pass to Lessee upon receipt of Equipment.

8. Schodules: Delivery and Acceptance.

- Each Schedule Incorporated by this Lease shall be governed by the lerms and conditions of this Lease, as well as the individual terms and conditions set forth in such individual schedule.
- The termination of this Lease will not affect any Schedule executed prior to the effective date of such termination.
- c. The Parties may modify the Schedules as necessary to, for instance, add equipment or to opgrade equipment.
- d. Unless apecifically rejected upon delivery, Equipment shall be deemed accepted by Lessee,
- 9. Payment Terms... Scheduled lease payments (as specified in the Schedule B) will begin thirty (30) days after execution of this Agreement. Payments will be due in anears on the same day of each subsequent month; unless otherwise specified on the applicable Schedule. Lessee also agrees that THIS IS AN UNCONDITIONAL, NON-CANCELABLE LEASE FOR THE MINIMUM TERM INDICATED ON SCHEDULE B OF THIS LEASE. At payments to Lessor are "net" and are not subject to set off or reduction by Lessee.

- 10. Lease Buyout Option. Lessee has the right to request a Lease Buyout quote at any point during the Lease term. Harris will provide the Lease Buyout quote and Lessee has the option to exercise this quote to take full ownership and title to the equipment after the purchase. Such purchase shall be accomplished by a separate agreement signed by the Parties.
- 11. Annual Maintenance Agreement Lessor provides maintenance for the Leased equipment for the term of the Lease and the cost of such is included in the lease payments. Maintenance includes:
 - A. Help desk support throughout the Jease term for Equipment.
 Technical support is available Monday through Friday, during normal business hours (Eastern Time) excluding holidays, via the help desk support center at
- b. Lessor will provide notification of and free access to Software upgrades when available.

12. Limited Warranty.

- a. Lessor warrants the Equipment leased hereunder as of the date of delivery to Lessee to be substantially free from defects in material and workmanship. Lessor's liability under this Limited Warranty will commence on the date of Acceptance of the individual item of Equipment and will lerminale upon end of Lease period. Lessee shall provide written notice of any defects to Lessor upon discovery of any warranty issue. Lessee's written notice of the alleged defect must include a description of the defect with detailed information reasonably sufficient for Lessor to identify the defect and determine its probable cause. Equipment that Lessee claims to be defective must be available to Lessor for Inspection and testing. Lessor, upon confirmation of the defect as identified by Lessee will promptly correct such defects by repair or replacement, at its option, without charge. Defective articles shall not be returned to Lessor without the prior written authorization. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Specifically excluded from the terms of this Limited Warranty are any delects which occur as a result of
- Acts of God, such as floods; hurricanes, formados, etc.
 Physical impact, crash or foreign object damage. Improper installation, use, maintenance, storage, modification or alteration by the Lessee, any Lessee subcontractor or Lessee's customer, whether within or without Lessee's possession and control.
- III. Lessee's (or ills customers) operation of the leaked Equipment with any accessory, equipment or part not specifically approved by Lessor even it Lessee furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect.
- Iv. Normal wear and lear. (Lessee recognizes that certain parts have a limited service life and will wear out through normal use)

- b. Lessor shall not be liable to Lessee in any way for defects in or damages to liems not provided by Lessor, even if the leased Equipment causes the claimed damage.
- c. For purposes of this Limited Warranty, a "defect" is defined as a failure of any unit of component manufactured or supplied by Lessor.
- d CLAIMS UNDER THIS LIMITED WARRANTY ARE WAIVED UNLESS MADE WITHIN THE WARRANTY PERIOD.
- e. LESSOR'S LIABILITY FOR BREACH OF THIS LIMITED WARANTY IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF AMOUNTS PAID UNDER THE LEASE OF SUCH DEFECTIVE EQUIPMENT LESS A REASONABLE CHARGE FOR USE. IN NO EVENT WILL LESSOR OR ITS LICENSOR'S BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIAL'S OR WORKMANSHIP.
- L THIS LIMITED WARRANTY CONSTITUTES LESSOR'S SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND LESSEE'S SOLE AND, EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED, TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS. FOR A PARTICULAR PURPOSE, OR ANY WARRANTY, OR CONDITION ARISING OUT. OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR TRADE USAGE: LESSEE AGREES THAT NO CIRCUMSTANCE CAUSING LESSEE EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE WILL INCREASE OR EXTEND ANY LESSOR WARRANTY.

13. Use of Lessor's Proprietary Information.

a Protection of Lessor Proprietary Information. Lessee shall use Lessor Proprietary Information only as necessary for Lessee's performance under the Lease, Lessee shall hold the Lessor Proprietary Information confidential and shall not disclose Lessor Proprietary Information to any third party without Lessor's written permission. Requests for permission to disclose Lessor Proprietary Information shall identify the specific information to be released, the medium to be used, and the purpose for release. Lessee shall submit such a request to Lessor at least 30 days before the proposed date for release. Lessee shall return to Lessor, or destroy and certify as destroyed, all Lessor Proprietary Information upon completion of Lessee's performance under the Lease, Lessor's written request, or termination of the Lease, whichever is earliest.



b. License Rights. This Lease does not confer or grant, in any manner, any license or right under any patent, trademark, trade secret, maskwork, copyright or other intellectual property right held by Lessor, unless specifically set forth in the body of the Lease. Any Intellectual property license or other authorization extended by express grant from Lessor to Lessee as a result of the Lease is limited by the necessilies of Lessee's performance hereunder. Any such license shall terminate upon completion of Lessee's performance hereunder or termination of the Lease, whichever is earlier.

14. Intellectual Property Rights and Licenses.

- a. Concurrent and running with the Lease, Lessor grants
 Lessee a limited, nontransferable (except as expressly
 provided herein), nonexclusive license to use the software
 (firmware, and associated documentation as further
 described in 14.b) provided by Lessor and necessary to
 use the Equipment leased hereunder. Lessor is under no
 obligation to supply updates to any software provided
 hereunder except where Lessor has expressly agreed to do
 so in writing.
- b. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program-listings.
- c. Lessee acknowledges that Lessor (or its licensor) has valuable property rights in the software provided pursuant to this Lease, and that the software is and continues to be the sole and exclusive property of Lessor or its licensor. Lessee will obtain no rights, title or interests in or to the software except as expressly allowed herein. All rights, title and interest in patents, copyrights and trade secrets in relation to the software is and continues to be vested in Lessor of its licensor.
- d. The software may be used only in conjunction with the Equipment leased hereunder. Lesses may not rent, lease, transfer, network, display, or distribute the coftware, nor may Lesses reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the software or create any derivative thereof, except where expressly agreed to by Lessor in writing.
- 15. Infringement. Lessee shall indemnify, defend, and hold Lessor and its respective officers, directors, agents, and employees hamless against losses for any allegation of or suit or action for infringement of any United States or foreign patent, copyright, trademark, or other intellectual property right arising out of Lessee's use of or modifications, whether authorized or not, to the Lessed Equipment. Lessee shall at its own expense either procure for itself the right to continue using the alleged infringing work, replace it with non-infringing work, or modify work so that it becomes non-infringing.

16. Excusable Delay.

- a Lessor will be excused from performance under the Lease and will not be liable to Lessee for delay in performance attributable, in whole or in part, to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or lerrorism, labor difficulties, fallure or delay in delivery by Lessor's suppliers or subcontractors, transportation difficulties; shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature, delays caused by Lessee's fault or negligence or where compliance with any applicable environmental law or regulation by Lesson is not reasonably technologically or economically feasible, or would otherwise require Lessor to change its manufacturing process.
- b. In the event of an excusable delay, Lessor will make commercially reasonable efforts to notify Lessee of the nature and extent of such delay and Lessor will be entitled to schedule an extension on at least a day-forday basis.
- 17. Default: If Lessee falls to make lease payments or other amount herein provided within fifteen (15) days after the same is due and payable, or if Lessee falls to observe, keep or perform any other provision of this Lesse required to be observed, kepl or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:
 - a: To sue for and recover all lease payments, and other payments, then accoved or thereafter accounts.
 - b Terminate this lease, void the software license and take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession.
 - c. To pursue any other remedy at law or equity.

18. Export and Re-Export Restrictions.

- a. Lessee acknowledges that the Equipment leased to it by Lessor may be subject to export controls under the laws of the United States. Lessee shall not export or re-export the Equipment, technology, or products provided under this Lease.
- b. To the extent any technical data is exchanged between the parties, the Lessee represents and warrants that no technical data furnished to it by the Lessor shall be disclosed to any foreign nation; firm, or country, including foreign nationals, whether or not employed by or associated with the Lessee, nor shall any technical data be exported from the United States without first complying with all requirements of the international

Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR), including the requirement for obtaining any export license if applicable. The Lessee shall first obtain the written consent of the Lessor prior to submitting any request for authority to export any such technical data. The Lessee will, to the fullest extent permitted by applicable law defend and hold the Lessor hamless for all claims, demands, damages, costs, lines, penallies, attorney's fees, and all other expenses arising from failure of the Lessee to comply with this Section 19 or with the ITAR and EAR.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY UNDER NO CIRCUMSTANCES WILL LESSOR BE LIABLE TO LESSEE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE, EVEN IF SUCH DAMAGES ARE FÖRESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY), IN NO EVENT WILL HARRIS' LIABILITY TO LESSEE OR ANY PARTY CLAIMING THROUGH LESSEE EXCEED THE ACTUAL AMOUNT OF LEASE/PURCHASE PAYMENTS ACTUALLY PAID BY LESSEE TO LESSOR FOR ANY EQUIPMENTSUPPLIED HEREUNDER. THIS SECTION WILL SURVIVE THE TERM OR EXPIRATION OF THIS LEASE LESSEE AGREES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HOLD LESSOR HARMLESS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY LESSEE OR A THIRD PARTY ARISING OUT OF OR RELATING TO LESSEE'S INSTALLATION, OPERATION. OR USE OF THE EQUIPMENT PROVIDED PURSUANT TO THIS LEASE.

20. Applicable Law, Venue, and Jurisdiction. The Lease, and any disputes arising out of the performance of or related to it, will be governed by and interpreted in accordance with the laws of the State of Florida, USA without regard to its conflict of law principles. The Parties specifically exclude the application of the United Nations' Convention on Contracts for the International Sale of Goods to the Lease, to the contractual relationship created under the Lease, and to the construction, validity, enforcement, and interpretation of the Lease. The parties agree that the exclusive venue for any action ansing out of or related to the Lease will be in any court of competent jurisdiction located in Brevard County, Florida, and each Party Irrevocably submits to the jurisdiction of each such court in any such action and waives. any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of the Lease will be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankrupicy and appellate proceedings.

- 21. Jury Waiver. Lessee and Lessor further agree, to the exient permitted by law, to walve all rights to a trial by jury of any action relating to the dispute or interpretation of the Lease, whether sounding in contract, tort, or otherwise. The Parties specifically acknowledge that this walver is made knowlingly and voluntarily after an adequate opportunity to negotiate its terms and that such walver is material consideration for this Lease.
- 22. Compliance with Applicable Laws. Lesses agrees to comply with all applicable Federal, State, and local laws, regulations, rules and orders. Lesses shall procure all necessary licenses and permits, and shall be responsible to pay all fees, and other required charges.

23. Indemnity and Insurance.

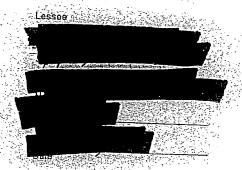
- a Lessee shall indemnify Lessor against, and hold Lessor hamless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys fees and costs, arising out of, connected with, or resulting from Lessee's use of the Equipment, including without limitation, the manufacture; selection; delivery, possession, use, operation, or return of the Equipment.
- b. Lessee shall maintain adequate insurance to protect the Equipment, while the Equipment is in the Lessee's possession. Lessee shall provide such proof of insurance to Lessor prior to delivery of Equipment.

24. General Provisions.

- a Publicity, Neither party Will, without the prior written consent of the other party. (a) issue any news release, public announcement, denial or confirmation of this Lease or its subject matter, or (b) in any manner advertise or publish the fact of this Lease.
- b. Assignment. Lessee will not assign any of its rights under this Lease, voluntarily or involuntarily, whether by Merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.
- c Enforceability. If any provision of this Lease is held invalid, illegal or unenforceable, the validity legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which will continue in full force and effect.
- d. No Walver. Walver or fallure by Lessor to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any terms or condition herein, will not be a future walver of any such right, or be a walver of any other term, condition or remedy contained herein.

- e. Notices. All notices must be in writing and will be effective when received by (1) personal delivery. (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile, if confirmed within three (3) business days by one of the other methods herein, at the addresses or facsimile numbers indicated or to such other addresses or facsimile numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to.)
- f. Survivability. The following provisions shall survive the completion or termination of this Agreement: Section 3 (Restricted Use), Section 12 (Limited Warranty), Section 14 (Intellectual: Property: Rights and Licenses), Section 15 (Infringement). Section 18 (Export and Re-export Restrictions); Section 19 (Limitation of Liability), Section 20 (Applicable Law, Venue and Jurisdiction). Section 21 (Jury Waiver), Section 23 (Indeminity and Insurance) and Section 24 (General Provisions).
- 25. Entire Lease Agreement. The Lease Agreement supersedes all previous proposals, negotiations, conversations, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms, will be binding unless made in writing and signed by duly authorized representatives of both parties.





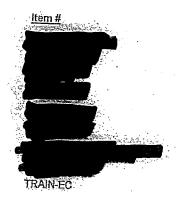


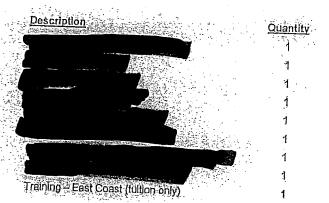
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HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS TERMS AND CONDITIONS OF LEASE FOR DOMESTIC WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES

Schedule A

Leased Line Items





Schedule B

Payment Schedule

Summary: 36 month lease with \$1 buyout

Faymer	nt# Due Date	<u>Amount</u>	<u>Paymen</u>	t# · Due Dale	Amou
1 1	10/1/2014		19	4/1/2016	2.5700
2	11/1/2014		.20	5/1/2016	
3	12/1/2014		21	6/1/2016	/
4	1/1/2015		22	7/1/2016	} - —
5	2/1/2015		23	8/1/2016	
6	3/1/2015		24	9/1/2016	
7	4/1 <i>/</i> 2015		25	10/1/2016	
8	5/1/2015		26	11/1/2016	Torrest (
.9	6/1/2015		27	12/1/2016	
10	7/1/2015		28		
11.	8/1/2015		29	1/1/2017	-
1,2	9/1/2015		30	2/1/2017	
13	10/1/2015		31	3/1/2017	
14	11/1/2015		32	4/1/2017	
15	12/1/2015			5/1/2017	
16	1/1/2016		33	6/1 / 2017	
17	2/1/2016		34	7/1/2017	
18	3/1/2016		35	8/1/2017	
•	and the second	PER STATE OF THE PER ST	36	9/1/2017	W. 1881 100 (128)
and the same			Buyout	TBD	6
otal Quart	erly Payment (≾3)				\$1
otal Annua	al Paymeni (x12)		gar Mark st. 2	en de la companya de	1
** For la	ite payments ti	ne Lessee will be	assesed.	\$100 late #=	



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HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS TERMS AND CONDITIONS OF LEASE FOR DOMESTIC WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES

Schedule C

Special Provisions

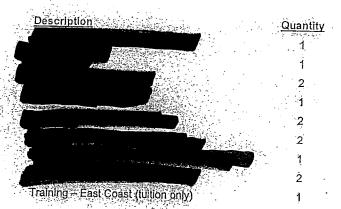
- 1. End of Lease Equipment Ownership. Not later than sixty (60) days prior to the expiration of the lease Term, Lessee shall provide written notice of its intent to purchase leased equipment upon expiration thereof and with a one dollar (\$1.00) equipment at the end of the Term for such amount plus any applicable taxes and fees. If the purchase and take title to the provides for a fair market value purchase provision and provided Lessee is not in default. Lessee has the provision stated purchase the equipment for its fair market value. Lessor may determine fair market value of the equipment in its sole
- 2. End of Lease Equipment Return. Not later than sixty (60) days prior to the expiration of the lease Term, Lessee shall provide written notice of its inlent to return leased equipment upon expiration thereof, provided Lessee is not in default. Lessee shall return the equipment in good working order to a location designated by Lessor at Lessee's expense, within confirmation or notice of any outstanding Issues equipment damage, missing items, non-working items within ten (10) on a case by case basis. Lessee agrees to seek appropriation of funds to support any settlement.
- 3. Equipment Upgrades. Upon Lessor's receipt of Lessee's request for quote, Lessor shall provide an updated draft Schedule B showing the new payment schedule, with any supporting information, for Lessee's consideration to upgrade leased equipment. If the parties mutually agree to the terms and conditions for upgrade, an amendment to this Agreement along with an updated Schedule B shall be executed. In addition, Lessee shall provide any corresponding purchase order documentation supporting the upgrade before commencement of work.
- Equipment Upgrades Default. At any time during the Term, if Lessee defaults in accordance with Section 13 ("Default")
 of the Agreement, Lessee shall promptly return upgraded equipment in good working condition at Lessee's expense upon
 receipt of Lessor's written request.
- 5. Refurbished Equipment, Lessor reserves the right to lease refurbished equipment for the purposes of this Agreement, provided however, Section 9 ("Limited Warranty") remains in full force and effect.
- 6. Termination upon Non-Appropriation Event
 - a. For each Lease, Lessee represents and warrants that (a) it has appropriated and budgeted Legally Available Funds to make all Lease Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease applicable Payment Schedule (Schedule B) so long as funds are appropriated for each succeeding itseal year by its failed (for whatever reason) to appropriate amounts sufficient to pay its obligations. Its governing body has not appropriation. Lessee reasonably believes that moneys in an amount sufficient to make all Lease Payments can and will lawfully be appropriated and made available therefore:
 - b. If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Lesse Payments and other amounts to be paid under a Lease in the next succeeding fiscal year, then a "Non-Appropriation Event" shall have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor written notice at least 30 days prior to the end of the then current fiscal year of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body: (b) on the Return Dale, Lessee shall return to Lessor all, but not less than all, of the Article 2 hereof; and (c) the affected Lease shall return to Lessor all, but not less than all, of the Article 2 hereof; and (c) the affected Lease shall reminate on the Return Date without penalty or expense to Lessee funds shall have been appropriated, and provided further, that Lessee shall pay month-to-month lease at the rate set Section 6.b. "Return Date" means the last day of the fiscal year for which appropriations were made for the Lease Payments due under a Lease.

Harris Corporation Loase Terms – September 2013

Schedule A

Leased Line Items







U.S. Department of Justice

Federal Bureau of Investigation

Washington, D.C. 20535-0001

June 5, 2012

David Bjerga Assistant Superintendent Minnesota Bureau of Criminal Apprehension 1430 Maryland Avenue East St. Paul, MN 55106

Re: Acquisition of Wireless Collection Equipment/Technology and Non-Disclosure Obligations

LAW ENFORCEMENT SENSITIVE (LES): The information in this document is the property of the Federal Bureau of Investigation (FBI) and may be distributed within the Federal Government (and its contractors), U.S. intelligence, law enforcement, public safety or protection officials and individuals with a need to know. Distribution beyond these entities without FBI Operational Technology Division authorization is prohibited. Precautions should be taken to ensure this information is stored and/or destroyed in a manner that precludes unauthorized access. Information bearing the LES caveat may not be used in legal proceedings without first receiving authorization from the originating agency. Recipients are prohibited from subsequently posting the information marked LES on a website on an unclassified network.

Dear Assistant Superintendent Bierga:

We have been advised by Harris Corporation of the Minnesota Bureau of Criminal Apprehension's request for acquisition of certain wireless collection equipment/technology manufactured by Harris Corporation. Consistent with the conditions on the equipment authorization granted to Harris Corporation by the Federal Communications Commission (FCC), state and local law enforcement agencies must coordinate with the Federal Bureau of Investigation (FBI) to complete this non-disclosure agreement prior to the acquisition and use of the equipment/technology authorized by the FCC authorization.

As you are aware, law enforcement agencies increasingly rely on wireless collection equipment/technology to conduct lawfully-authorized electronic surveillance. Disclosing the existence of and the capabilities provided by such equipment/technology to the public would reveal sensitive technological capabilities possessed by the law enforcement community and may allow individuals who are the subject of investigation wherein this equipment/technology is used to employ countermeasures to avoid detection by law enforcement. This would not only potentially endanger the lives and physical safety of law enforcement officers and other individuals, but also adversely impact criminal and national security investigations. That is,

disclosure of this information could result in the FBI's inability to protect the public from terrorism and other criminal activity because, through public disclosures, this technology has been rendered essentially useless for future investigations. In order to ensure that such wireless collection equipment/technology continues to be available for use by the law enforcement community, the equipment/technology and any information related to its functions, operation and use shall be protected from potential compromise by precluding disclosure of this information to the public in any manner including but not limited to: Accordingly
the Minnesota Bureau of Criminal Apprehension agrees to the following conditions i connection with its acquisition and use of the Harris Corporation equipment/technology:
1. By entering into this agreement, the Minnesota Bureau of Criminal Apprehension affirm that it has statutory authority to lawfully employ this technology and will do so only i support of public safety operations or criminal investigations.
2. The Minnesota Bureau of Criminal Apprehension assumes responsibility for operating the equipment/technology in accordance with Federal law and regulation and accepts soll liability for any violations thereof, irrespective of the Federal Bureau of Investigation approval, if any,
3. The Minnesota Bureau of Criminal Apprehension will ensure that operators of the equipment have
4. The Minnesota Bureau of Criminal Apprehension will to ensure de confliction of respective missions.

5. The Minnesota Bureau of Criminal Apprehension will not distribute, disseminate, or otherwise disclose any information concerning the

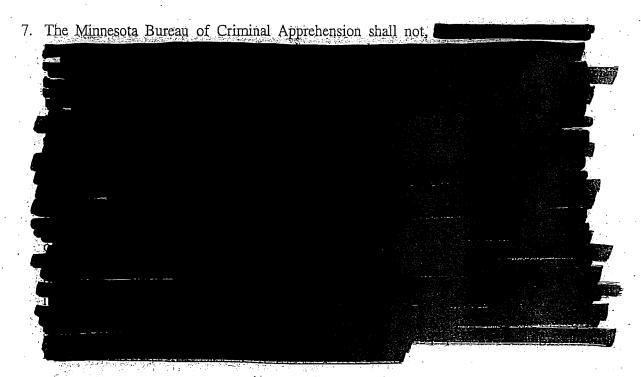
public, including to any non-law enforcement individuals or agencies.

6. The Minnesota Bureau of Criminal Apprehension will not distribute, disseminate, or otherwise disclose any information concerning

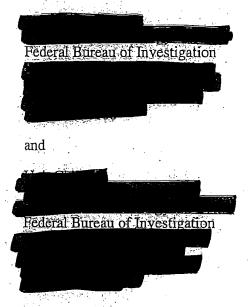
provided to it to any other law enforcement or government agency without the prior written approval of the FBI. Prior to any approved distribution, dissemination, or comparable disclosure of any information concerning

related to such equipment/technology, all materials shall be marked "Law Enforcement Sensitive, For Official Use Only - Not to be Disclosed Outside of the Minnesota Bureau of Criminal Apprehension."

to the



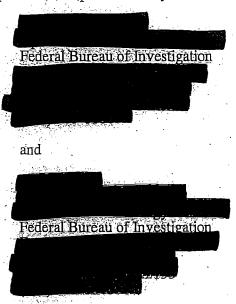
Notification shall be directed to the attention of:



8. In addition, the Minnesota Bureau of Criminal Apprehension will,

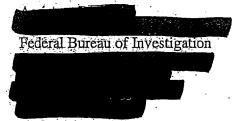
9. A copy of any court order in any proceeding in which the Minnesota Bureau of Criminal Apprehension is a party directing disclosure of information concerning the Harris Corporation

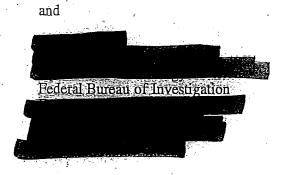
will immediately be provided to the FBI in order to allow sufficient time for the FBI to intervene to protect the equipment/technology and information from disclosure and potential compromise. Any such court orders shall be directed to the attention of:



- 10. The Minnesota Bureau of Criminal Apprehension will not publicize its acquisition or use of the Harris Corporation equipment/technology or any of the capabilities afforded by such equipment/technology to the public, other law enforcement agencies or other government agencies, including, but not limited to,
- 11. In the event that the Minnesota Bureau of Criminal Apprehension receives a request pursuant to the Freedom of Information Act (5 U.S.C. § 552) or an equivalent state or local law, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose information concerning the Harris Corporation

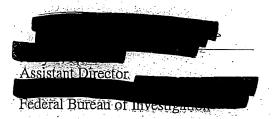
the Minnesota Bureau of Criminal Apprehension will immediately noury the FBI of any such request telephonically and in writing in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels. Notification shall be directed to the attention of:

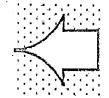




The Minnesota Bureau of Criminal Apprehension's acceptance of the above conditions shall be evidenced by the signatures below of an authorized representative and wireless collection equipment operators of the Minnesota Bureau of Criminal Apprehension.

Sincerely,





Acknowledged and agreed to this day of day of

David Bjerga

Assistant Superintendent Minnesota Bureau of Criminal Apprehension

St. Paul, MN

