



# HENDRIX

I N D U S T R Y   S O L U T I O N S

*Transforming Industries with Tailored Solutions*

Statement of Work

Chicago Transit Authority

RCQ# 061724CTA

October 9, 2024

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## **1 Introduction**

This Statement of Work (“SOW”) describes the deliverables, parties’ respective responsibilities and other conditions applicable for the provision of Repair Services by Hendrix Industry Solutions (“Hendrix”) for the Chicago Transit Authority (“Chicago Transit Authority” or “CTA”). In the absence of an active purchase agreement with the CTA, performance of the Services described in this SOW shall be governed by the service terms and conditions attached hereto as Attachment 1 (“Agreement”). No obligation to provide any of the Services described herein arises until the Agreement has been executed by both parties and a Purchase Order (“PO”) for such Service, incorporating the terms of this SOW, has been placed by Chicago Transit Authority and accepted by Hendrix. In the event of a conflict between the terms of the Agreement and this SOW, the terms of this SOW shall prevail with respect to the subject matter contained herein.

Hendrix performance of the Services described below is subject to the assumptions, exclusions and other conditions identified in this document.

## **2 Repair & Exchange Services**

### **2.1 Hendrix Responsibilities**

#### **2.1.1 Description**

Repair & Exchange Services (RES) provide repair or exchange of defective, customer-owned hardware (Parts). SLAs applicable to this SOW are listed in the “Service Level Agreement Values” section and include various options for Advanced Exchange (RES-AE) and Return for Repair (RES-RFR).

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## **2.1.2 Tasks/Deliverables**

Hendrix shall:

- Repair or exchange from Hendrix inventory RES Entitled Parts at Chicago Transit Authority's request. Repaired or exchanged Parts may contain components that are used, remanufactured or refurbished. Exchanged Parts will be Form, Fit and Functionally compatible.
- Deliver repaired or exchanged Parts to Chicago Transit Authority's Entitled Site, or to a Chicago Transit Authority specified site suitable for customs clearance processing, by the applicable RES Delivery Deadline, in accordance with INCOTERMS 2000 defined Delivered Duty Unpaid (DDU) or Delivered Ex Ship (DES) or Delivered Ex Quay (DEQ) when applicable.
- Provide a specific form to be used by Chicago Transit Authority to record the failure description of the Part.

### **2.1.2.1 For Return for Repair (RES-RFR)**

- On the next Business Day following receipt and acceptance of a Part Request from Chicago Transit Authority, provide a Part Request Number to Chicago Transit Authority as return authorization and instructions on where Chicago Transit Authority is to ship their defective Parts.
- Upon receipt of the reported defective Parts from Chicago Transit Authority with the required accompanying documentation and labeled with the Hendrix Part Request Number, repair or exchange the defective Parts, at its discretion, and deliver the functional Parts within the specified RES Delivery Time.

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## **2.2 Chicago Transit Authority Responsibilities**

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- Chicago Transit Authority is responsible for including all relevant documentation with each returned Part including failure description, diagnostic test results, or some other indication suggesting that a Part was suspected to be faulty or in need of replacement, serial number, and a reference to Hendrix's assigned Part Request Number. All such documentation and identification must be attached to the exterior of the shipping container.
- Chicago Transit Authority will assist in efforts to minimize the number of No Fault Found (NFF) conditions.
- Chicago Transit Authority is responsible for providing adequate packing material to protect against a reasonable risk of damage that would normally occur during shipping by common carrier.
- Chicago Transit Authority will handle electrostatic discharge (ESD) sensitive material in an appropriate manner including the use of ESD protection packaging and will take appropriate actions to avoid ESD damage.
- Chicago Transit Authority must always provide the specific Part that was reported as suspected faulty and requested for repair or exchange.
- Chicago Transit Authority shall be responsible for all transportation related expenses associated with the shipment and import/export of defective Parts to Hendrix including, as examples, labeling, packaging, shipping, customs fees and duty taxes, and insurance.
- When applicable, Chicago Transit Authority is responsible to maintain and provide all necessary government authorization (permits and tax identification, as examples) and documentation necessary to facilitate customs clearance processing.

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- Chicago Transit Authority is responsible to maintain and provide proof of delivery for all Parts shipped to Hendrix.
  - Chicago Transit Authority is responsible to ensure that their requested delivery site is ready to receive repaired or exchanged Parts. Delays caused to Hendrix or repeat attempts by Hendrix to deliver services due to Chicago Transit Authority's site not being ready relieves Hendrix of its RES Delivery Deadline obligations and may be billable at Hendrix then current rates.
  - **For RES-RFR:** Upon issuance of the Hendrix Part Request Number and shipping instructions, Chicago Transit Authority will package the defective Parts and ship them to arrive at the designated shipping location within thirty (30) days. If it is not the case, Chicago Transit Authority will have to emit another request to Hendrix.

### **2.3 Part Request Process**

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- Chicago Transit Authority shall first diagnose and isolate a faulty Part and accurately identifies the suspected faulty Part identification number or code. A consultation with an Hendrix technical support agent may be required via the opening on AR at the Welcome Center.
- To initiate a Part Request, Chicago Transit Authority shall call the designated Hendrix phone number or, optionally, initiate a Part Request through the designated an email. Chicago Transit Authority must initiate all time-critical Part Requests through the Welcome Center.
- Chicago Transit Authority is expected to provide the following information:
  - Requester's company name
  - Requester name, phone number, & email address
  - Maintained Product name and the RES Entitled Part name

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- Service
  - Entitled Site company name and ship-to address
  - Entitled Site contact name, phone number & email address
  - Part serial number(s)
  - Hendrix assigned service agreement number

## **2.4 Unreturned Parts**

If Chicago Transit Authority fails to return the reported defective Part to Hendrix as specified or returns material that is excluded from coverage as specified in “Exclusions” section, Chicago Transit Authority agrees to pay Hendrix the published list price for the Advanced Exchange Parts and \$500 per item in restocking fees. When informed of Unreturned Part instances by Hendrix, Chicago Transit Authority will acknowledge notification of such instances within fourteen (14) days and will issue to Hendrix an approved purchase authorization within thirty (30) days of Hendrix’s notification such instances, or else provide documented evidence that Hendrix’s claim of Unreturned Parts does not apply.

## **3 Repair & Exchange Services Extended Life (EL) Amendment**

The RES Statement of Work is amended to include these additional terms and conditions, responsibilities, and deliverables that shall apply to the Extended Life (EL) Products/Parts identified in Exhibit 1 to this Amendment unless otherwise defined here.

RES EL Products/Parts Amendment Definition of Terms:

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- “RES EL Products/Parts” means each of the Products and/or Parts identified by the product names and/or part numbers listed on Exhibit 1.
  - “RES On-Time Delivery Performance” means the percentage of Part Requests for each RES Service Level specified in Exhibit 1 that are completed by the RES Delivery Deadline during a calendar quarter in relation to all Part Requests for that specific Product and/or Part that were due to be completed by the RES Delivery Deadline in that same calendar quarter.
  - “RES Delivery Completion” means the percentage of Part Requests for each RES Service Level completed.

All other capitalized terms used in this Amendment have the meanings ascribed to them in the RES Statement of Work.

Supplemental terms include:

1. EL Products/Parts are subject to a unique RES Service Level, RES On-Time Delivery Performance, and RES Delivery Completion restrictions listed in Exhibit 1. Such restrictions may differ from the otherwise applicable terms of service in the RES Statement of Work.

Hendrix RES EL product support may also diminish over the duration of the Repair coverage period in the following manners:

- The RES Service Level may be reduced such that a lesser service level is applied to select parts in the Supported Parts List, or
- The RES On-Time Delivery Performance objective is reduced such that fewer of the service requests will be fulfilled within the subscribed RES Service Level, or



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- The RES Delivery Completion may be reduced such that less than 100% of the otherwise eligible service requests will be fulfilled, or
  - The RES Supported Parts List may be modified such that EL Parts are removed from the entitlement.

Hendrix shall make commercially reasonable efforts to avoid such service reductions, limitations and discontinuations. In the event that such conditions will change Hendrix shall provide 90 days notice to Chicago Transit Authority.

2. Chicago Transit Authority shall not sell EL Products/Parts removed or decommissioned from Chicago Transit Authority's network unless Chicago Transit Authority first removes any Software installed on such EL Products/Parts prior to their delivery to a third party. Before selling any such EL Products/Parts to any third party, Chicago Transit Authority shall give Hendrix the opportunity to acquire the removed or decommissioned EL Hendrix Proprietary and Confidential.

Products/Parts at an agreed upon price ("Right of First Refusal"). If a third party submits a higher price than Hendrix's for (or if Hendrix chooses not to acquire the) removed or decommissioned EL Products/Parts, Chicago Transit Authority shall notify Hendrix and shall give Hendrix the Right of First Refusal to purchase such EL Products/Parts for an amount equal to the third party's price. Hendrix's Right of First Refusal is conditioned upon Hendrix's exercising such Right of First Refusal within thirty (30) days after receipt of Chicago Transit Authority's notice of the higher price, after which Chicago Transit Authority shall be free to sell the removed or decommissioned EL Products/Parts to the third party who submitted the higher price. Chicago Transit Authority's notice to Hendrix of the higher price shall include a representation certifying that the higher

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price is in fact a legitimate price Chicago Transit Authority received from a third party.

Hendrix does not provide any assurance that repair or exchange services for EL Products/Parts will be available after the expiration of the RES Entitlement Term.

EXHIBIT 1

EL Product Name	EL Part ID	Location	Effective Date	RES Service Level	Estimated RES On-Time Delivery Performance	Estimated Delivery Completion
1665 DMX	ANY	NAR	TBD	RES RFR UU (45 CD)	90%	85%
1665 DMXtend	ANY	NAR	TBD	RES RFR UU (45 CD)	90%	85%

## 4 Service Level Agreement Targets

### 4.1 For Repair & Exchange Service (RES)

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#### **RES Return for Repair (RES-RFR)**

RES Return for Repair provides Repair or Replacement of defective Customer-owned RES Entitled Parts in ninety (90) days or less.

## 5 Exclusions

- **Hardware/firmware problems:** When a condition has been isolated to a hardware or firmware problem on a product that is not covered under this SOW, the condition will be referred to Chicago Transit Authority for disposition under whatever maintenance arrangements Chicago Transit Authority may have for such hardware or firmware.

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- Other/interfacing systems problems: If the condition is determined to be caused by systems other than the Maintained Products including, but not limited to, systems that interface with the Maintained Products, then the condition will be referred to Chicago Transit Authority for corrective action unless the other system(s) has been furnished by Hendrix and is covered under an Hendrix maintenance contract, in which case Hendrix shall manage the resolution of the problem.
  - Repairs of accessories, attachments or any other devices not identified in this SOW

**RES does not include:**

- Part modification or upgrade services, unless deemed necessary by Hendrix.
- Root cause analysis or failure mode analysis that specifies the actual Part failure cause or any specific remedial action.
- Repair or exchange of Parts with defects or malfunctions caused directly or indirectly by: (1) failure of non-Hendrix personnel to follow the manufacturer's installation, operation, or
- maintenance instructions: (2) Products or their Parts not specifically identified as RES Entitled Products or RES Entitled Parts; (3) abuse, misuse, or negligent acts of non-Hendrix
- personnel; (4) damage from fire, water, wind, exposure to weather, or other forces of nature; (5) acts of terrorism, vandalism, or other hostile actions.
- Repair or exchange of Parts that show evidence of: (1) improper packaging; (2) improper handling; (3) modification by non-Hendrix approved personnel; (4) the installation or Hendrix Proprietary and Confidential attachment of non-Hendrix or non-OEM approved components including hardware or software; (5) any

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condition that exceeds the tolerances as prescribed by the manufacturer.

- Repair or exchange of passive and mounting hardware including, but not limited to, cabinets, chassis, frames, antennae, connectors, cables, cable assemblies, cords, brackets, bezels, faceplates, adapters, panels or labels.
- Repair or exchange of consumables including, but not limited to, fuses, batteries, air filters, or transformers.
- Repair or exchange of documentation or software in all media forms.

## **6 Additional Terms**

### **6.1 Conditions**

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- Hendrix reserves the right to determine which personnel to assign to perform Services. Hendrix personnel shall always be subject to the employment conditions of Hendrix and not those of Chicago Transit Authority. If Hendrix personnel are present on Chicago Transit Authority's premises, those Hendrix personnel shall respect Chicago Transit Authority's on-site conditions.
- All work will be performed during normal business hours – 8 AM to 5 PM, local time, Monday through Friday (excluding holidays) - unless different working hours/schedule have been specified elsewhere in the SOW

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## **6.2 Change Management**

The pricing in this SOW is based upon performance of the tasks and provision of deliverables specifically defined in this document. Requests for additional work activities that are not described in this document, including Chicago Transit Authority-required overtime or night work, or the application of any different or additional criteria or testing in connection with any Services or deliverables, are subject to acceptance by Hendrix and will entail additional charges to Chicago Transit Authority. Certain matters may require a new quotation under a separate Statement of Work. If Hendrix agrees to perform additional work activities under a SOW, Chicago Transit Authority shall execute a Change Order in accordance with Hendrix Change Management Process to confirm the schedule impact and Hendrix's authorization to perform and bill for such work activities. Additional charges may apply if performance or completion of the Service is delayed for any reason attributable to Chicago Transit Authority

## **6.3 Acceptance**

Unless otherwise set forth in the Agreement in Attachment 1 hereto, maintenance, management and other recurring services are deemed accepted as services are performed. For all other services, Hendrix shall notify Chicago Transit Authority upon completion of Services either by providing a notice of completion or by providing Chicago Transit Authority the deliverable(s) specified in this SOW. Thereafter Chicago Transit Authority shall have ten (10) days from the notice to notify Hendrix that the Services do not conform to the requirements described in this SOW. Such Services shall be deemed accepted on the earliest of: (1) the passage of ten days from date of notice of completion with no notice of non-conformance from Chicago Transit Authority; (2) Chicago Transit Authority's actual acceptance; or

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(3) Chicago Transit Authority's use of the Services, the result of the Services or any deliverable, whether or not the use is revenue-generating.

## **7 Terms/Duration for Repair Services**

The following applies to all Maintenance Services included in this SOW. Term: The "Term" shall refer collectively to the Initial Term and Renewal Terms as described below. Initial Term: The "Initial Term" of this SOW will begin on the day the purchase order for the Maintenance Service is accepted or such other Service start date as may be agreed to in writing by the parties and will continue for a minimum period of Three (3) years/36 months. Chicago Transit Authority shall place a purchase order to cover the entire Initial Term. Renewal Term: Chicago Transit Authority's coverage under this SOW for the Services will renew upon request for agreed successive terms (each a "Renewal Term") unless either party gives written notice of intent to not renew no later than 60 days prior to the expiration of the Term then in effect. The prices and terms of Service for a Renewal Term shall incorporate any modifications of which Hendrix Industry Solutions has provided Chicago Transit Authority written notice prior to the start of the Renewal Term. Chicago Transit Authority shall place a confirmatory purchase order for each Renewal Term prior to the first day of that Renewal Term. Prices are based upon purchase of the Service for the entire agreed Term. Accordingly, and notwithstanding any other provision of the Agreement, Chicago Transit Authority may not terminate this SOW, or any order pursuant to this SOW, for convenience during the course of the Initial Term or any Renewal Term.

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## 8 Pricing Summary

### 8.1 Pricing Notes

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- The quoted prices are valid for PO(s) received within 60 days from the date of this SOW.
- All prices are in \$US, unless stated otherwise.
- Prices do not include taxes.
- If this SOW is accepted as is, reference the RCQ#061724CTA quote number on your PO(s) to ensure uninterrupted processing of your PO(s).
- Anything not specifically described above is not included in this SOW.
- Coverage Choice for Maintenance Services is set forth in the section/appendix called "Maintained Products and Scope of the Services."
- If Chicago Transit Authority purchases or collocates additional products of the same type for which Maintenance Services are in effect or additional license capacity during the Initial Term or any Renewal Term, Chicago Transit Authority will pay the pro-rated maintenance fees in advance of coverage at the standard rate stated below for the additional products or license capacity based on the number of months remaining in the applicable Term, starting on the dates on which the new products were put into service. Chicago Transit Authority shall provide an update of any change in quantities on Maintained Products on a quarterly basis or otherwise agreed to in writing. Updates must occur annually at a minimum. However, notwithstanding the foregoing, an immediate update is required if the Chicago Transit Authority

increases the quantity of the Maintained Products by more than 10% at any time.

- Chicago Transit Authority must purchase Maintenance Service coverage for all products in its network of the types for which Maintenance Services are in effect under this SOW. Chicago Transit Authority shall allow Hendrix Industry Solutions, if Hendrix Industry Solutions deems it necessary, to verify the accuracy of the Maintained Products, by reasonable means.
- Prices are based upon purchase of Maintenance Services for the entire agreed Term. Accordingly, and notwithstanding any other provision of the Agreement, Chicago Transit Authority may not terminate this SOW, or any order pursuant to this SOW, in whole or in part, for convenience during the Initial Term or any Renewal Term.

## 8.2 Pricing Table

Ordering Info	Service Type	Product	QTY	Year 1	Year 2	Year 3	Grand Total
<b>Options</b>							
HWRPR16 65DMX	Rep/Ret @2300.00	1665 DMX	26	\$59,800.00	\$59,800.00	\$59,800.00	\$179,400.00
HWRPR16 65DMXND	Rep/Ret @900.00	1665 DMXtend	132	\$118,800.00	\$118,800.00	\$118,800.00	\$356,400.00
				\$178,600.00	\$178,600.00	\$178,600.00	\$535,800.00



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## 9 Entire Agreement

This SOW and the non-conflicting terms and conditions of the Agreement constitute the entire agreement, and supersede all prior oral and written understandings, between the parties regarding the subject matter hereof. Any modification or addition to this SOW shall be in writing and signed by authorized representatives of both parties. This SOW shall be governed by the laws of Illinois. Each party intends that a facsimile of its signature printed by a receiving fax machine, and/or a signature scanned in a PDF document, be regarded as an original signature and agrees that this SOW may be executed in counterparts, which together shall constitute a single instrument.

**IN WITNESS WHEREOF**, the parties have caused this SOW to be executed by their duly authorized representatives on the date(s) indicated.

<b>Hendrix Industry Solutions</b>	<b>Chicago Transit Authority</b>
Signature:	Signature:
Name (Print):	Name (Print):
Title:	Title:
Date:	Date:

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## 10 Glossary

### 10.1 Definition of Terms for RES

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- **“Part”**, also referred to as a “Field Replaceable Unit” or “FRU”, shall mean the product assembly or subassembly that can reasonably be removed from service and/or installed without the use of uncommon tools and/or methods. Hendrix Industry Solutions shall have sole authority for defining the composition of Parts to be exchanged or repaired. Each type of Part will be assigned an identifier to distinguish it for RES purposes. This Part identifier will be used in communication between Chicago Transit Authority and Hendrix Industry Solutions when discussing Part(s) to be repaired or exchanged. All exchanged Parts will be like-for-like, except where Hendrix Industry Solutions determines that a replacement Part of a different type is compatible with the form, fit, and function of the defective unit being replaced. Each Part will also have an assigned serial number to uniquely identify and distinguish it from other Parts of similar type.
- **“Repair”** shall mean the diagnosis and replacement or reconfiguration of components necessary to restore Part(s) to their original published operating specifications. Repair may include, at Hendrix Industry Solutions’s sole discretion, the exchange of the entire Part with a Form, Fit and Functionally compatible Part. Replacement components may be new, remanufactured, refurbished, or used and certified as meeting like-new operating standards. Any removed components will become the property of Hendrix Industry Solutions.

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- **“Exchange”** shall mean a like-for-like Part swap between Hendrix Industry Solutions and Chicago Transit Authority.
  - **“Part Request”** or **“PR”** is a transaction process that describes the request and delivery of an RES service. The Part Request process is not completed until both parties have completed their respective responsibilities or until the Part Request is cancelled by mutual agreement.
  - **“Part Request Number”** or **“PRN”** is a reference to the Part Request service transaction of numeric or alpha-numeric composition used to track the status and completion of the repair/exchange service request. The issuance of a Part Request number shall mean that Hendrix Industry Solutions has authorized a Part to be repaired or exchanged according to the terms of this Agreement and therefore shall indicate the commencement of all applicable service delivery commitments.
  - **“Form”** means the weight, density, chemical or product composition, size, shape, structure, appearance, protocol, pattern, composition, configuration and marking/identification of product and software.
  - **“Fit”** means the suitability or readiness of a product for a particular application, including environmental extremes, marginal parameters, physical and signal compatibility with interfacing systems and surroundings, level of performance, safety margins, reliability, maintainability and install ability.
  - **“Function”** means the set of features that the product has been designed for use, in accordance with its Specifications.
  - **“RES Entitled Site”** shall mean the physical address of where RES Entitled Products and RES Entitled Parts reside and shall be the basis for Hendrix Industry Solutions’s RES service resource planning such that only RES Entitled Sites are eligible for RES services, unless otherwise mutually agreed.

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- **“RES Entitled Product”** shall mean the system assembly or subassembly that resides at an RES Entitled Site and is comprised of RES Entitled Parts and will identify both the type of product and the specific instance of product that is eligible for RES services, unless otherwise mutually agreed.
  - **“RES Entitled Part”** shall mean a Part from the specific list of Parts that are eligible to receive RES service. Unless the list of RES Entitled Parts are specified, all Parts that comprise the RES Entitled Product shall be considered RES Entitled Parts except those Parts that are excluded by their functional type, nature, purpose, or as otherwise described in RES Exclusions, unless otherwise mutually agreed.
  - **“RES Request Deadline”** shall mean the day and time, as determined by the location where the repaired or exchanged Part is to be delivered, by which Chicago Transit Authority must initiate and Hendrix Industry Solutions must accept a Part Request in order to meet Hendrix Industry Solutions’s RES Delivery Deadline, unless otherwise mutually agreed.
  - **“RES Delivery Deadline”** shall mean the day and time, as determined by the location where the repaired or exchanged Part is to be delivered, by which Hendrix Industry Solutions will fulfill its delivery responsibilities and shall be determined based on Chicago Transit Authority’s fulfillment of its responsibilities by the RES Request Deadline, unless otherwise mutually agreed.
  - **“RES Entitlement Term”** shall mean the period of time between the RES Entitlement Start Date and the RES Entitlement End Date during which Chicago Transit Authority may initiate a request for RES services.
  - **“RES Entitlement Start Date”** shall mean the date at which Chicago Transit Authority may begin initiating service requests for RES services.

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- **“RES Entitlement End Date”** shall mean the date after which Chicago Transit Authority may no longer initiate service requests for RES services.
  - **“No Fault Found” or “NFF”** shall mean that Hendrix Industry Solutions has determined that a Part which has been reported as defective contains no faulty components and passes diagnostic testing. A Part that has been determined No Fault Found by Hendrix Industry Solutions will not have any components replaced and will not be physically or materially altered.
  - **“Business Day”** refers to a normal full working day and unless otherwise specified shall mean Monday, Tuesday, Wednesday, Thursday and Friday except those days that are designated holidays by a government where services are to be delivered.
  - **“Calendar Day”** shall mean the weekdays Sunday, Monday, Tuesday, Wednesday, Thursday, Friday and Saturday and shall be inclusive of national, state or local holidays.
  - **“Hour”** shall mean any consecutive 60-minute time period.
  - **“Business Hour”** shall mean the elapsed 60-minute time period where services are to be delivered during normal working hours and unless otherwise specified shall mean from 8:00 AM – 5:00 PM during the Business Day or from one Business Day to the next

## 10.2 **Abbreviations for RES**

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- **AR:** Assistance Request
- **BD:** Business Day
- **BH:** Business Hours
- **CD:** Calendar Day
- **CTA:** Customer Technical Advocate
- **OEM-FRU:** OEM-Field Replaceable Unit
- **FSE:** Field Service Engineer
- **GA:** Generally Available

- **H:** Hour
- **KPI:** Key Performance Indicator
- **SLA:** Service Level Agreement
- **NA:** Not Available
- **NBD:** Next Business Day
- **OEM:** Original Equipment Manufacturer
- **PO:** Purchase Order
- **RES:** Repair & Exchange Service
- **SLA:** Service Level Agreement
- **TS:** Technical Support

## 11 Appendices

### 11.1 Maintained Products and Scope of the Services

Equipment	Qty.	HW/SW Releases	Services
1665 DMX	26	9.1	<ul style="list-style-type: none"> <li>• Return for Repair</li> </ul>
1665 DMXtend	132	9.1	<ul style="list-style-type: none"> <li>• Return for Repair</li> </ul>

Return for Repair Supportable Items				
Based on the bill of material provided, the product status of the following components is noted as "Discontinued Availability" for Repair and Exchange Services are offered as outlined.				
RES ID	PN	DMX Qty	DMXtend Qty	Description
108764036	LNW7	22		CIRCUIT PK,1665 DMX,LNW7,28DS1PM,28 PORT
109008987	LNW31	61		CIRCUIT PK,1665 DMX,LNW31,OC48 1 PORT,IR
109197129	LNW41		256	CIRCUIT PK,1665 DMX,LNW41,OC48LF21DB,SFP
109310821	LNW112		256	CIRCUIT PACK,1665 DMX,LNW112,16-DS1
109493528	OC48LR1-I1		264	SFP MODULE,622MB/S,40KM,OC48LR1-I1,L16.1
109494799	LNW59	4		CIRCUIT PACK,1665 DMX,LNW59,OC192

109527812	100BASE-LX-I1	29	88	CIRCUIT MODULE,100MBE,100BASE-LX-I1
109537555	OC192LR2-C1	5		CIRCUIT MODULE,OC192LR2-C1
109537563	OC192IR2-C1	45		CIRCUIT MODULE,OC192IR2-C1
109568782	GE-1X2XFC-LX-I1	15	1	SFP MODULE,GE-1X/2XFC-SBASE-LX(XT)-I1
109570606	GE-1X2XFC-SX-I1	51	22	SFP MODULE,GE-1X/2XFC-1000BASE-SX(XT)-I1
109642728	LNW170	41	130	CIRCUIT PACK,1665 DMX,LNW170,100/1G FS
109643940	LNW84		24	CP,1665DMXTEND,LNW84,OC3/12/48/16DS1/3DS
109709014	LNW504	16		CIRCUIT PACK,1665 DMX,LNW504,OC-192 BASE
848793287		12		1665 DMX, 848793287, Shelf with fan Unit
109164889	LNW8	4		CIRCUIT PK,1665 DMX,LNW8,56DS1/E1,56PORT
	<b>Grand Total</b>	<b>305</b>	<b>1041</b>	

Return for Repair Supportable Items				
Based on the bill of material provided, the product status of the following components is noted as "Discontinued Availability" for Repair and Exchange Services are offered as outlined.				
RES ID	PN	DMX Qty	DMXtend Qty	Description
108694837	LNW6	5		CIRCUIT PACK,1665 DMX,LNW6,28DS1
108694860	LNW36	18		CIRCUIT PK,1665 DMX,LNW36,OC3 4 PORT,LR
108848052	LNW56	24		CIRCUIT PK,1665 DMX,LNW56,OC192LFIR,11DB
108994989	LNW2	26	132	CIRCUIT PACK,1665 DMX,LNW2,SYSC TL
109164939	LNW58	2		CIRCUIT PK,1665 DMX,LNW58,OC192VSR,4.odB
109167627	LNW77	6		CIRCUIT PACK,1665 DMX,LNW77,OC48
109187591	LNW70	2	2	CIRCUIT PK,1665 DMX,LNW70,4GBE/4FE,SFPS
109527796	GE-1X2XFC-SX-C1	23	217	CIRCUIT MODULE,1665 DMX,GE-1X2XFC-SX-C1
109527804	GE-1X2XFC-LX-C1	8	156	GIGE LX, 1XFC, 2XFC, FICON, SM

	<b>Grand Total</b>	<b>114</b>	<b>507</b>		
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## ATTACHMENT 1, SERVICE TERMS AND CONDITIONS GOVERNING THIS SOW

HENDRIX INDUSTRY SOLUTIONS ("Hendrix") and the Chicago Transit Authority ("Customer") agree that the following terms and conditions including the attached Statement of Work ("SOW") (collectively the "Agreement") will apply to maintenance and/or other services ("Services") set forth in the SOW. This Agreement covers Services provided and sold in the United States.

**1. CONTRACT PERIOD** - This Agreement when executed by both parties shall become effective (the "Effective Date") and shall remain in effect for the duration of the SOW. Services will commence as set forth in the SOW.

**2. ORDERS** – All purchases hereunder shall be made by orders placed by Customer, which are subject to Hendrix Industry Solutions's express acceptance. The terms and conditions of sale in this Agreement shall apply to all quotations and offers made by Hendrix Industry Solutions to Customer for Services.

**3. PRICE AND PAYMENT** - Prices and fees are as set forth in the applicable SOW. All Services will be billed in US dollars. Unless otherwise specified in the SOW, Hendrix Industry Solutions will invoice Customer all amounts due for maintenance and other recurring charges in advance and will invoice nonrecurring charges as incurred. Customer agrees to pay such invoiced amounts for receipt by Hendrix Industry Solutions within 30 days after the invoice date. Customer shall pay taxes that may be levied on the sale, transfer of ownership, installation, license, or use of Services unless Customer provides a tax exemption certificate to Hendrix Industry Solutions. Customer will not be responsible for any taxes on Hendrix Industry Solutions's net income. Customer shall pay all shipping and other destination charges. Overdue payments shall be subject to a late payment charge of 1 ½% per month of the overdue amount (but not to exceed the maximum lawful rate). If Customer fails to make payments when due, Hendrix Industry Solutions may, at its discretion, and without prejudice to its other rights, (a) immediately suspend or delay performance of any Service under an accepted Order and/or (b) require Customer to prepay for further purchases. Customer will reimburse Hendrix Industry Solutions for reasonable attorneys' fees and other costs associated with collecting delinquent payments.

**4. CONFIDENTIAL INFORMATION** – Each party agrees that it shall (i) maintain proprietary information or trade secrets ("Confidential Information") received from the other party in confidence, (ii) exercise at least the same degree of care to safeguard the Confidential Information of the other party that it uses to safeguard its own Confidential Information (but no less than reasonable care), (iii) not disclose the Confidential Information of the other party to any third party, and (iv) use the Confidential Information of the other party only to exercise its rights and fulfill its obligations under this Agreement. All Confidential Information shall be so marked or if disclosed orally summarized in writing to the recipient and designated confidential within thirty (30) days following the disclosure. Provided that neither party shall have any obligation with respect to information that (i) is public or becomes known to the public through no breach of the receiving party, (ii) is independently developed by the receiving party, (iii) is known to the receiving party prior to its receipt from the other party, (iv) is rightfully received from a third party, or (v) is required to be disclosed by law.

**5. CHANGES** - Customer may request changes in the work being performed under this Agreement. If Hendrix Industry Solutions agrees to the change, such change will be treated as a separate order subject to Hendrix Industry Solutions's change order process. For any such change Hendrix Industry Solutions shall be entitled to a reasonable adjustment to the time of performance and the price/charge for the work to be performed under this Agreement. If Customer delays matters in the course of the work, a commensurate deferral of the due date and a reasonable adjustment in the price will occur.



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**6. WARRANTY** - Hendrix Industry Solutions agrees to perform Services in a workmanlike manner and in accordance with good usage and accepted practices in the community in which Services are performed using material free from defects except where such material is provided by Customer. If Services performed by Hendrix Industry Solutions prove not to have been so performed or if Hendrix Industry Solutions fails to provide the Services or a portion thereof, and if Customer notifies Hendrix Industry Solutions to that effect within 10 days commencing on the date of the performance of the Service giving rise to the claim (or, in the case of failure to provide the Service, the date when performance was scheduled or due), Hendrix Industry Solutions, at its option, either will correct any defects and deficiencies in the performance of the Services or render a full or pro-rated credit or refund based on the original charge for the Services. THIS SERVICES WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE HENDRIX INDUSTRY SOLUTIONS'S OBLIGATION TO MAKE CORRECTIONS OR GIVE A CREDIT AS SET FORTH ABOVE IN THIS WARRANTY.

**7. CUSTOMER'S RESPONSIBILITIES** - Throughout the term of this Agreement and any extensions thereof, Customer agrees to: (a) Follow all of Hendrix Industry Solutions's installation, operation, software and maintenance instructions; (b) Provide the proper environment and electrical and telecommunications connections as specified by Hendrix Industry Solutions; (c) Provide access to Customer's premises and equipment as is reasonably necessary for the performance of the Services; (d) Provide adequate communications facilities, work space and storage space for Hendrix Industry Solutions spare parts, if required by Hendrix Industry Solutions; (e) Fulfill any additional responsibilities or obligations specified in the SOW; and (f) Maintain a procedure external to the software program(s) and host computer for reconstruction of lost or altered files, data or programs to the extent Customer deems necessary. Hendrix Industry Solutions will not be responsible for the cost of reconstructing data stored on disk files, tapes, memories, etc. lost during the performance of Services hereunder.

**8. SERVICE EXCLUSIONS** – Services do not cover repair for damages or malfunctions caused by: (1) Customer's failure to follow Hendrix or the manufacturer's instructions; (2) Customer's failure to permit Hendrix Industry Solutions timely remote access to the products; (3) products not serviced by Hendrix Industry Solutions; (4) acts of non-Hendrix Industry Solutions personnel; or (5) force majeure conditions as stated in Section 11. In addition, Hendrix Industry Solutions is not obligated to provide Services if Customer modifies the product(s). If Customer requests, Hendrix Industry Solutions will perform repair or other services not covered by this Agreement to Customer's product at Hendrix Industry Solutions's standard rates for such service.

**9. EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITY –**

**A.** FOR PURPOSES OF THE EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION, "HENDRIX INDUSTRY SOLUTIONS" SHALL BE DEEMED TO INCLUDE HENDRIX INDUSTRY SOLUTIONS, ITS SUBSIDIARIES, AND THEIR AFFILIATES AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS OF ALL OF THEM; AND "DAMAGES" SHALL BE DEEMED TO REFER COLLECTIVELY TO ALL INJURY, LOSS OR EXPENSE INCURRED.

**B.** HENDRIX INDUSTRY SOLUTIONS'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES AGAINST HENDRIX INDUSTRY SOLUTIONS FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY WORK OR SERVICES, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE: (1) FOR TANGIBLE PROPERTY DAMAGE AND PERSONAL INJURY CAUSED BY HENDRIX INDUSTRY SOLUTIONS'S NEGLIGENCE-- THE AMOUNT OF THE DIRECT DAMAGES; (2) FOR CLAIMS OTHER THAN SET FORTH ABOVE, HENDRIX INDUSTRY SOLUTIONS'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES WHICH ARE PROVEN, IN AN AMOUNT NOT TO EXCEED THE LESSER OF (a) THE TOTAL FEES PAID UNDER THIS AGREEMENT, OR (b) \$100,000.

**C.** HENDRIX INDUSTRY SOLUTIONS SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND. THIS PARAGRAPH SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY.

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**10. TERMINATION FOR DEFAULT** - If either party fails to perform any material term or condition of this Agreement and such failure continues for 30 days (or for 10 days for breach of payment obligations or obligations under "Confidential Information") after receipt of written notice from the non-breaching party, then the other party shall be in default and the non-breaching party may terminate this Agreement and exercise any available rights.

**11. FORCE MAJEURE** - Hendrix Industry Solutions shall have no liability for damages or delays or failure in performance due to: fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, products or transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, unauthorized use of products, or other causes beyond Hendrix Industry Solutions's control whether or not similar to the foregoing.

**12. ASSIGNMENT** - Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, Hendrix Industry Solutions may assign this Agreement to a present or future affiliate, subsidiary, or successor or may assign its right to receive payment without Customer's consent. Hendrix Industry Solutions may subcontract work to be performed under this Agreement, but shall retain responsibility for the work.

**13. GENERAL** - A. Any supplement, modification, or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties.

B. If either party ever fails to enforce any right or remedy available under this Agreement, that failure shall not be construed as a waiver of any right or remedy with respect to any other breach or failure by the other party.

C. Hendrix Industry Solutions reserves the right to place any order on hold, delay shipment, suspend performance, and/or reject any order due to, but not limited to, the breach or default by Customer of its obligations under this Agreement or Customer's insufficient credit.

D. Use of the Hendrix Industry Solutions tradename or tradedress other than for purposes specifically authorized in writing by Hendrix Industry Solutions including advertising use, is prohibited.

E. The laws of the State of Illinois, excluding its choice of law rules and principles, shall govern the construction and interpretation of, and the rights and obligations of the parties pursuant to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Terms and conditions contained in an order that are inconsistent with this Agreement, including any pre-printed terms and conditions on such order, shall be ineffective and void.

F. Neither party shall without the prior written consent of the other party, during the term of this Agreement, including any extensions, or within one year after termination or expiration of this Agreement, solicit for employment the employees of the other party