



Rohde & Schwarz USA Inc  
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**Quotation Contact:**

Phone  
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December 2, 2020

**Subject: KXNE CH19 THU9evo-10 and TMU9evo-2  
Transmitter System**  
**Quote Number: 411066.0**  
**Customer Number: 408496**

Main Number +1 888-837-8772

[www.rsa.rohde-schwarz.com](http://www.rsa.rohde-schwarz.com)

Thank you for your interest in Rohde & Schwarz USA, Inc.  
Attached is the requested quote.

To place an order, e-mail purchase order to: [rsaorders@rsa.rohde-schwarz.com](mailto:rsaorders@rsa.rohde-schwarz.com);  
or fax to +1 410-910-7825. Should you require assistance with your order,  
please call  
+1 410-910-7989.

To expedite processing of your order, please provide your Rohde & Schwarz  
quotation number on your submitted purchase order.

Sincerely,

Rohde & Schwarz USA, Inc.



Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Total Price USD
1	<b><u>KXNE CH19 THU9evo-10 Transmitter System</u></b>  consisting of Transmitters System and accessories  Country of Delivery: USA Station: KXNE		1	277,181.07	<b>277,181.07</b>
1.1	<b>R&amp;S®TX9</b>  consisting of 1 transmitter(s) System configuration: Single transmitter Cooling system: Pump unit external  Mains voltage: 3 x 400 V (Y: 3-wire + N + PE) Mains frequency: 60 Hz RF output: on top Cooling connectors: on top  This transmitter system provides SNMP-capability.		1		
1.1.1	<b>R&amp;S®TX9</b>  configured as:  Dual Drive  Analog/Digital: Digital Television (DTV) DTV Standard: ATSC 1.0 (MFN and SFN), prepared for ATSC 3.0 Efficiency mode: THU9/THV9 Doherty Mode Output power: 15.5 kW* D4: Frequency range: 490-528 MHz, 710-755 MHz Number of amplifier: 10 Band: UHF Band 4 Bandwidth: 6 MHz Bandpass filter: without Number of racks: 1  Customer definition:  Channel: 19, fc: 503.00 MHz, offset: 0.00000 kHz  * Output power before output filter		1		



Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Total Price USD
1.1.1.1	<b>R&amp;S®THU9</b> THU9evo/THU9 Transmitter Components  Warranty: 12 months	2109.9010K02	1		
	<b>R&amp;S®PHU903</b> Doherty Optimisation D4	2510.0817.04	10		
	<b>R&amp;S®TH9-T10</b> Power distribution 400V for 10 amplifier	2109.4254.91	1		
	<b>R&amp;S®TX9-T1</b> ASI transport stream distributor for dual drive	2700.5001.02	1		
1.1.1.1.1	<b>R&amp;S®SLX8000B16</b> Parallel remote interface TX9 small for THx9 9 commands, 12 messages fixed function For systems with SDE900	2100.3455.29	1		
1.1.1.2	<b>R&amp;S®TCE901</b> Exciter TCE901  configured as exciter  Warranty: 12 months	2509.4106K02	1		
	<b>R&amp;S®TCE901</b> Exciter TCE901 for DTV	2509.4106.02	1		
	<b>R&amp;S®TCE900K31</b> Software option IP input	2500.3613.02	1		
	<b>R&amp;S®TCE900K43</b> Software option Signal Analysis	2500.3659.02	1		
	<b>R&amp;S®TCE900K65</b> Software option HTML5 GUI	2500.3971.02	1		



Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Total Price USD
	<b>R&amp;S®TCE900K76</b> Software option for efficiency optimization Dynamic DC Adaption for minimisation of headroom	2500.3936.02	1		
1.1.1.3	<b>R&amp;S®TCE901</b> Exciter TCE901  Warranty: 12 months	2509.4106K02	1		
	<b>R&amp;S®TCE901</b> Exciter TCE901 for DTV	2509.4106.02	1		
	<b>R&amp;S®TCE900K31</b> Software option IP input	2500.3613.02	1		
	<b>R&amp;S®TCE900K43</b> Software option Signal Analysis	2500.3659.02	1		
	<b>R&amp;S®TCE900K65</b> Software option HTML5 GUI	2500.3971.02	1		
	<b>R&amp;S®TCE900K76</b> Software option for efficiency optimization Dynamic DC Adaption for minimisation of headroom	2500.3936.02	1		
1.1.2	<b>R&amp;S®TCE900</b> TCE900 Transmitter components control unit  configured as system control  Warranty: 12 months	2109.2000K02	1		
	<b>R&amp;S®TCE900</b> Basic unit TCE900	2109.2000.02	1		



Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Total Price USD
	<b>R&amp;S®TCE900K65</b> Software option HTML5 GUI	2500.3971.02	1		
1.1.3	<b>R&amp;S®THU9</b> THU9evo/THV9evo/THU9/THV9 System Components  Warranty: 12 months	2109.9004K02	1		
	<b>R&amp;S®THX9</b> Single-TX 8-72 Amplifier	2505.9390.21	1		
	<b>R&amp;S®TH9-C1</b> External pump unit high flow rate, without distributor IMP pumps	2500.5000.25	1		
	<b>R&amp;S®TH9-C1</b> Coolant refill kit 115 V, 60 Hz	2500.5000.60	1		
	<b>R&amp;S®TH9-C2</b> Heat exchanger with 2 fans diameter 650 mm type 8	2500.4503.08	1		
	<b>R&amp;S®TH9-C4</b> Accessories for cooling system heat exchanger 1 1/2 inches connectors incl. 60 m hose (DN50) and coolant for one rack	2500.6606.37	1		
	<b>R&amp;S®TH9-C4</b> Cable kit for 1 heat exchanger	2500.6606.61	1		
	<b>R&amp;S®TH9-Z2</b> Airscoop kit for cooling hose DN50	2103.0905.04	2		
1.1.3.1	<b>R&amp;S®TX9-T10</b> Internal UPS, SingleTx from 10 amplifier via mains selection	2700.5301.11	1		



Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Total Price USD
1.1.3.2	<b>R&amp;S®TX9-T10</b> UPS Eaton 5P 1550iR	2700.5301.03	1		
1.1.3.3	<b>R&amp;S®TX9-T10</b> Eaton UPS Network Management Module	2700.5301.04	1		
1.1.3.4	<b>R&amp;S®TX9-T22</b> Measuring points kit vertical in TCE box for one transmitter	2700.5453.20	1		
<b>Accessories:</b>					
1.2	<b>R&amp;S®ERST.2</b> CD manual THU9/THV9 german/english System manual, operating manual, service manual level 1, Circuit documents/spare part lists simple transmitter, MultiTx, N+1  Warranty: 12 months	2109.9127.04	1		
1.3	<b>R&amp;S®PROJ.-D</b> Packing for transmitter with max. 10 amplifiers in 1 rack for air freight  Warranty: 12 months	2065.9192.31	1		
<b>Service options:</b>					
1.4	<b>R&amp;S®BWTHX9</b> Warranty PLUS: Service level BASIC (12 months) for R&S THx9. Includes repairs, SW updates, access to online ticketing system and technical support.	2505.5150.76	1		
1.5	<b>R&amp;S®SLATHX9</b> Service Level Agreement, 1 Cabinet Tx, Silver 3 years for R&S®THx9	3632.5302.12	1		



Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Total Price USD
2	<b>R&amp;S®PHU903</b> UHF amplifier band IV/V, liquid cooled COFDM: 1,5 kW rms, Doherty D4 3-phase  Warranty: 12 months	2510.0800.04	1		
3	<b>R&amp;S®PROJ.-T</b> Transport Costs, single cabinet, up to 8-12 amplifiers	3640.7369.02	1	8,000.00	<b>8,000.00</b>
<b>4</b>	<b>Services</b>		<b>1</b>	<b>30,434.78</b>	<b>30,434.78</b>
4.1	<b>Installation and Proof</b> Installation, Commissioning, and Proof of single cabinet transmitter. Does not include Infrastructural Electrical work needed for transmitter Does not include Concrete Pad or construction of pad for heat exchanger Does not include Offloading of Equipment or Disposal of waste See attached document for description of services provided.		1		
<b>5</b>	<b>RF System</b>		<b>1</b>	<b>57,669.52</b>	<b>57,669.52</b>
5.1	<b>RF Reducer</b> 4-50 to 3-50 RF Reducer		1		
5.2	<b>Filter Interconnect</b> 3-50 Transmitter to Filter RF interconnect. Includes Elbows, 20' of Flanged Hardline, Flanges, Bullets, Hangers, and Hardware Kits.		1		
5.3	<b>ATSC Mask Filters</b> KXNE Integrated RF System Main and Aux Ceiling Hung CH19 Includes: 20kW UHF 8 Pole ATSC Mask Filter with Directional Coupler and Test Port 1.5kW UHF 8 Pole ATSC Mask Filter with Directional Coupler and Test Port Four Port 3-50 RF Switch with misc. interconnect to both filters Ceiling Hung Frame		1		



Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Total Price USD
5.4	<b>Switch Controller</b> Dielectric RF Switch Controller Provides Interlocks for both transmitters.		1		
5.5	<b>Switch Controller Cable</b> Dielectric RF Switch Control Cable 25' Length		1		
5.6	<b>Switch to T/L Kit</b> 3-50 RF Switch to Transmission Line Interconnect Kit Includes Elbows, 20' of Flanged Hardline, Flanges, Bullets, Hangers and Hardware Kits.		1		
5.7	<b>RF Adaptor for T/L</b> 3-50 to 4-50 RF Adaptor Needed for Switch output to 4-50 Transmission Line / gas barrier input		1		
<b>6</b>	<b>Station Load</b>		<b>1</b>	<b>13,328.05</b>	<b>13,328.05</b>
6.1	<b>Station Load Interconnect</b> 3-50 Station Load RF Interconnect Kit Includes Elbows, 20' of Flanged Hardline, Flanges, Bullets, Hangers and Hardware Kits.		1		
6.2	<b>Station Load</b> Spinner 25kW Station Load 3-50 Input		1		
<b>7</b>	<b>Surge Suppressor</b>		<b>1</b>	<b>750.00</b>	<b>750.00</b>
7.1	<b>480V Surge Suppressor</b> LEA CFS 480-3D 480V Surge Suppressor		1		
<b>8</b>	<b>Transformer</b>		<b>1</b>	<b>4,329.27</b>	<b>4,329.27</b>
8.1	<b>75kVA Transformer</b> 75kVA Transformer		1		





Item	Model	Part Number	Qty. pc.	Unit Price USD	Total Price USD
9	<b>R&amp;S®TMU9C</b> Description / Estimated Delivery (Weeks)		1	28,152.43	<b>28,152.43</b>
	<p>consisting of Transmitters System and accessories</p> <p>This transmitter system provides SNMP-capability and a JAVA-free WebInterface based on HTML5 technology.</p> <p>Warranty: Warranty item 9.1.1.1 - 9.1.1.8: 12 months                      Warranty item 9.1.1.9 - 9.1.1.15: 12 months                      Warranty item 9.1.2 - 9.1.5: 12 months months</p>				
9.1	<b>R&amp;S®TMU9C</b> Broadcast transmitter system TMx9evo		1		
	<p>Warranty: Warranty item 9.1.1.1 - 9.1.1.8: 12 months                      Warranty item 9.1.1.9 - 9.1.1.15: 12 months                      Warranty item 9.1.2 - 9.1.5: 12 months months</p>				
9.1.1	<b>R&amp;S®TMU9C</b>		1		
	<p>configured as:</p> <p>Analog/Digital: Digital Television (DTV)                      DTV Standard: ATSC 1.0                      Mains supply: UL 240V 2-phase                      Nominal output power: 750 W                      Frequency band: UHF Band 4/5                      RF output: 7/8 EIA at top of rack</p> <p>Customer settings:</p> <p>Country of Delivery: USA                      Station: KXNE</p> <p>Output power set to:                      Channel No: 19                      fc(centerfrequency): 503.00 MHz                      offset: 0.00000 kHz                      Bandwidth: 6 MHz</p> <p>Software freeze: 00.0.0</p> <p>Additional settings:</p> <p>Transmitter Type: TMx9-evo                      Redundancy: SingleDrive                      System Variant: Tx                      Transmitter Index: TxA1                      Exciter Type: A</p>				



Item	Model	Part Number	Qty. pc.	Unit Price USD	Total Price USD
	Description / Estimated Delivery (Weeks) Amplifiers: 2 Amplifier Type: PMU905 Amplifier Mode: Normal Mode  Warranty: Warranty item 9.1.1.1 - 9.1.1.8: 12 months Warranty item 9.1.1.9 - 9.1.1.15: 12 months months				
9.1.1.1	<b>R&amp;S®PMU905</b> UHF amplifier band IV/V, air cooled DTV: 400 W rms, non-Doherty single phase	2509.8999.04	2		
9.1.1.2	<b>R&amp;S®PMU905</b> Air Filter for PMU905 amplifier	2509.9708.02	2		
9.1.1.3	<b>R&amp;S®TM9-T7</b> Power cord for PMU905 with open ends	2600.0667.20	2		
9.1.1.4	<b>R&amp;S®TMX9C-T20</b> Mounting kit 750W single drive DTV incl. integration into R&S rack	2510.0130.21	1		
9.1.1.5	<b>R&amp;S®TX9-T23</b> Cable for ADE measurements after bandpass filter	2600.0821.05	1		
9.1.1.6	<b>R&amp;S®SLX8000B16</b> Parallel remote interface TX9 small for TMx9/TLx9 9 commands, 12 messages fixed function	2100.3455.10	1		
9.1.1.7	<b>R&amp;S®TM9-C</b> Harmonic filter kit band 4 For TMU9evo up to 1.5kW, 7/8 EIA output incl.installation material for 42U rack	2511.2588.14	1		



Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Total Price USD
9.1.1.8	<b>R&amp;S®TM9-T23</b> SDE900 ready kit for single drive	2513.4907.12	1		
9.1.1.9	<b>R&amp;S®TCE901</b> Exciter TCE901 for DTV	2509.4106.02	1		
9.1.1.10	<b>R&amp;S®TCE901</b> TCE901 19" mounting kit for TMx9evo	2510.2503.03	1		
9.1.1.11	<b>R&amp;S®TCE900K31</b> Software option IP input	2500.3613.02	1		
9.1.1.12	<b>R&amp;S®TCE900K41</b> Software option ATSC for MFN and SFN	2500.3636.02	1		
9.1.1.13	<b>R&amp;S®TCE900K43</b> Software option Signal Analysis	2500.3659.02	1		
9.1.1.14	<b>R&amp;S®TCE900K65</b> Software option HTML5 GUI	2500.3971.02	1		
9.1.1.15	<b>R&amp;S®TCE901-M6</b> Ethernet Switch for MultiTX and N+1 systems	2109.2380.02	1		
9.1.2	<b>R&amp;S®TM9-C</b> Transmitter rack for TMU9evo and TLU9 with roof, bottom, back and side walls 19" x 20 RU x 800 mm 1RU pattern	2600.0609.13	1		
9.1.3	<b>R&amp;S®ZR900Z10</b> Mains distribution 240V L1, L2, PE 10 line circuit breakers 15A, UL 1x mains switch + overvoltage protection for TMU9evo and TLU9	2600.1370.51	1		



Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Total Price USD
9.1.4	<b>R&amp;S®TDU901</b> Transmitter Display Unit with Touchscreen for TMx9evo without LAN interface	2510.2703.02	1		
9.1.5	<b>R&amp;S®TX9</b> Blank Panels to cover open parts of the rack front	2506.8830.02	1		
	<b>Accessories:</b>				
9.2	<b>R&amp;S®PROJ.-D</b> Packing for TMx9evo / TMx9 transmitter with rack for transport by by truck/air freight  Warranty: 12 months	2065.6712.67	1		
9.3	<b>R&amp;S®ERST.2</b> CD manual TM9 german/english System manual, operating manual, service manual level 1, Circuit documents/spare part lists simple transmitter, MultiTX, N+1  Warranty: 12 months	2600.5669.04	1		
9.4	<b>R&amp;S®BWTMX9</b> Warranty PLUS: Service level BASIC (12 months) for R&S TMx9. Includes repairs, SW updates, access to online ticketing system and technical support.	2505.5195.76	1		
10	<b>Transport costs, air cooled transmitter</b> Transport costs, air cooled transmitter in 20 HU cabinet or integration kit	3638.0660.02	1	1,200.00	<b>1,200.00</b>
<b>11</b>	<b>Surge Suppressor</b>		<b>1</b>	<b>756.10</b>	<b>756.10</b>
11.1	<b>LEA 240V Split Phase Surge Suppressor</b> LEA 240V Split Phase Surge Suppressor Model: LEA CFS 120/240-SP		1		
<b>12</b>	<b>RF System</b>		<b>1</b>	<b>792.68</b>	<b>792.68</b>



Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Total Price USD
12.1	<b>RF Adaptor</b> 7/8 Jumper Transmitter to Filter Interconnect 12' Length		1		
<b>Total Net Price</b>				<b>USD</b>	<b>440,972.40</b>

Essential technical modifications may make it necessary to replace certain items ordered by the customer with new successor items. In this case, the customer agrees to the modification of the subject matter of the contract even after placement of the order, provided that the agreed terms and conditions are retained and that the successor item complies with the technical specifications of the item ordered by the customer.

The customer has to make all payments from a bank account under their name. The customer is liable for all payments from the contractual relationship and must ensure compliance with all applicable legislation, in particular on the prevention of money laundering.



**\*\*MODEL IS SUBJECT TO EXPORT CONTROL REGULATIONS OF THE FEDERAL REPUBLIC OF GERMANY WHERE THIS PRODUCT WILL ORIGINATE.**

- Delivery:** FOB (Free on board)  
Destination: US  
Ship via: Rohde & Schwarz Preferred Carrier
- Delivery Time:** The delivery period stated reflects the situation at the time the offer is made. The planned delivery date will be confirmed in the order acknowledgment.
- Payment:** 25% downpayment, 75% 30 days after date of invoice
- Validity:** This offer shall be valid until February 28, 2021.
- Quote Number:** Please include the quote reference number on your purchase order.
- Sales Tax:** Quotation does not include sales tax, or value added tax. Please provide any applicable sales tax exemption certificates, or direct pay information with your order.
- First Time Customers:** Please include your Dunn & Bradstreet number and standard credit reference sheet.
- Terms & Conditions:** This offer is subject to and limited to the terms and conditions contained on the face hereof and the terms and conditions of the agreement identified above or, if no such agreement is so identified, the Rohde & Schwarz Terms and Conditions of Sale, following on a separate page. In case of conflict, the order of precedence will be 1) terms appearing on the face of this document and 2) the terms and conditions of the agreement identified above or the Rohde & Schwarz Terms and Conditions of Sale, whichever is applicable. No additional or different terms listed or referenced on your purchase order will apply.



## TERMS AND CONDITIONS OF SALE 04/2012

### 1. THE TERMS CONTROL THE AGREEMENT:

The Buyer's purchase order confirms acceptance of the Rohde & Schwarz USA, Inc. (R&S) offer to deliver products and/or services ("Products") according to these terms, and such additional or different terms as stated in the R&S quotation. Any terms or conditions of the Buyer's order, or contained in any other communication from the Buyer, which are inconsistent with or in addition to the terms and conditions contained herein shall not be binding on either party unless expressly accepted in writing by R&S. R&S's failure to object to any provisions contained in verbal or written communications from the Buyer shall not be the acceptance thereof or a waiver of these terms and conditions.

### 2. DELIVERY, TITLE AND RISK OF LOSS:

Delivery shall be FOB Buyer's designated ship to location in the United States ("Destination"), unless otherwise stated in the quotation. Orders for Products must specify delivery within 180 days from purchase order date unless otherwise stated in the quotation. Title and risk of loss will pass to Buyer in accordance with the stated Shipment Terms in the quotation. Acceptance by Buyer is presumed unless Buyer notifies R&S in writing within 10 days after delivery that the Products are non-conforming ("Acceptance"). R&S will make a reasonable effort to meet the Buyer's requirements as to time of delivery and volume of Products. Partial deliveries are permitted. If R&S is unable to meet the Buyer's delivery requirements, including the firm delivery date, alternative arrangements may be agreed. In the absence of such agreement, the Buyer's sole remedy is the right to cancel its order.

### 3. PAYMENT AND SECURITY INTEREST:

R&S payment terms, conditional on approved credit, are net 30 days from date of invoice unless otherwise stated in writing by R&S. An order for a System, that includes Products configured to Buyer requirements, with a price of more than \$100,000 must be accompanied by a non-interest bearing down payment equal to 30% of the purchase price plus applicable taxes. R&S has the right to modify the payment terms after an order has been accepted if, in R&S's opinion, the payment record or financial condition of the Buyer so warrants, or if R&S otherwise has grounds to feel insecure about receiving payment. Any dispute about the quality or condition, performance or functioning of Products supplied, or otherwise in connection with the terms and conditions set out herein, shall not entitle the Buyer to refuse to pay for the Products. Late payments shall be subject to an interest charge of 1.5% per month on the unpaid balance. R&S reserves a security interest in the Products, and any products or proceeds thereof until payment in full has been received by R&S. R&S may perfect its security interest by any necessary filings in public registers, and Buyer shall cooperate therewith as required by law until payment in full, for the Products sold and any other amounts owed by Buyer to R&S, has been received.

### 4. PRICES AND TAXES:

Prices are quoted FOB Destination, unless otherwise stated in the quotation. Any sales or use tax shall be borne by the Buyer and unless collected by R&S, shall be paid by the Buyer directly to the relevant government authorities. Unless otherwise stated on the quotation, all R&S quotations are valid for thirty (30) days from issuance.

### 5. RESCHEDULING, CANCELLATION & RESTOCKING:

A request to reschedule or cancel an order must be made in writing to R&S and received no later than 45 days before the scheduled ship date. R&S may refuse or accept the request, with or without charging the rescheduling/cancellation fee of 5% of the order value for the affected Product. A request to reschedule a shipment cannot exceed 180 days from the original purchase order date.

A request to return a Product must be made in writing to R&S and received no later than 30 days after receipt of Product. R&S may refuse or accept the request, with or without charging the restocking fee of 15% of the net order value for the Product being returned. The original packaging must be unopened, and Buyer must follow R&S return instructions. The return of spare parts are subject to a \$100 restocking charge per order. Freight pre-paid or service completed by R&S is not refundable.

### 6. EXCUSABLE DELAYS:

R&S shall not be liable for nondelivery or delay if directly or indirectly caused by fires, floods, accidents, riots, war, governmental interference or embargoes, strikes or shortage of labor, or other difficulties (whether or not similar in nature to any of those specified) beyond its reasonable control, or if performance would cause R&S to incur unreasonable expense. Delivery shall be suspended so long as any such causes delay performance. R&S agrees to make, and the Buyer agrees to accept, deliveries whenever such causes no longer exists. If such cause continues for more than 180 Days the order may be cancelled.

### 7. INDEMNITY:

At its expense, R&S will settle or defend and pay all damages and costs finally awarded in any action brought against Buyer to the extent that it is based on a claim that the Product infringes any patent, copyright, or other intellectual property right of a third party in the country of delivery, provided Buyer promptly gives R&S the notice, authority and assistance necessary to defend or settle the claim and the infringement does not arise out of compliance with the Buyer's specifications, or a combination with or an addition to products not supplied by R&S, or from a modification after delivery. If any Product is in R&S's opinion likely to cause a claim of infringement, R&S at its option and expense may procure for Buyer the right to continue using the Product, or modify it to make it noninfringing, or replace it with a substantially equivalent noninfringing Product, or recall it and grant Buyer a credit for the depreciated value of the Product after it is returned to R&S. Upon such recall, R&S shall have no further obligation or liability relating to the infringing Product other than the obligation to defend or settle the infringement claim as set forth above.

### 8. SOFTWARE:



The Buyer will not acquire title to any software incorporated in, accompanying, or delivered for use with the Products. R&S grants a perpetual nonexclusive license to use such software on one unit of Product. R&S may terminate the license if licensee (Buyer) discloses the software to others who are using the Product without R&S's written consent. Back-up copies of the software may be made for archiving purposes or for purposes expressly authorized by R&S, and licensee may sublicense the software in the event of transfer of said one unit of Product. All copies must bear the copyright notes as the original. Disassembly, recompilation and reverse engineering of any software is strictly prohibited.

The above provisions shall also apply to any modifications or supplements made to the software or associated documentation. The Buyer undertakes, in the event of a resale of Product and/or software, to impose the above obligations on its customer.

R&S reserves any other rights to the software and the documentation.

9. **WARRANTY:**

R&S warrants each Product manufactured by Rohde & Schwarz to be free from defects in material and workmanship under normal use and service. Software is warranted to operate in accordance with its programmed instructions on appropriate Products. It is not warranted to be error free. The warranty period shall be one year from the date of Acceptance. R&S's obligation under this warranty is limited to repairing or replacing a Product that is returned to an authorized Service Center within the applicable warranty period and that upon examination, R&S determines to be defective. Products that have been repaired or replaced may include remanufactured materials which are equivalent to new in performance and functionality. If R&S determines the failure has been caused by misuse, neglect, accident or abnormal condition of operation, repairs will be made and Buyer shall be billed for the reasonable costs of repair. R&S shall not be responsible for any malfunctioning or defect of the Products in the event that the Buyer shall have made modifications thereto unauthorized by R&S.

Additional terms applicable for Repair and Calibration Services are available upon request.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

10. **LIMITATION OF REMEDIES AND LIABILITY:**

THE REMEDIES OF THE BUYER WITH RESPECT TO THE PRODUCTS SOLD, ANY WARRANTY, ANY INDEMNITY OR ANYTHING TO BE DONE BY R&S IN CONNECTION HEREWITH, SHALL BE EXCLUSIVELY AS SET FORTH HEREIN, AND THE LIABILITY OF R&S SHALL NOT, EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, EXCEED THE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH SUCH LIABILITY ARISES. IN NO EVENT SHALL R&S BE LIABLE FOR ANY LOSS OF PROFIT OR USE, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT OR OTHERWISE.

11. **EXPORT RESTRICTIONS:**

Products may be subject to export restrictions and end user certification. Buyer shall not export, re-export, or transfer, directly or indirectly, any Product or technical data received hereunder, to any country or user to which such actions are restricted by United States or local country law or regulation without first obtaining any required governmental license, authorization, certification or approval. Buyer shall be responsible for United States export duties, fees, licenses and such, in addition to any import duties imposed by the country of destination.

12. **GENERAL:**

This agreement is not assignable without approval of R&S, which approval shall not be unreasonably withheld. If any of the terms or provisions of this agreement shall be declared in violation of law, the remaining terms and provisions shall remain in full force and effect. The laws of the State of Maryland shall govern this agreement. Any dispute relating to this order shall be submitted to the courts in that State, and the Buyer accepts the exclusive jurisdiction of such courts for any action by or against R&S.

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