



MARCSIP SERVICE TERMS AND CONDITIONS

SECTION 1: DEFINITION OF CONTRACTUAL PARTIES

1.1 MARCS (Multi-Agency Radio Communication System) is a 700/800 MHz radio and data network that utilizes state-of-the-art trunked technology to provide statewide interoperability in digital clarity. MARCSIP provides statewide radio coverage for police, fire and EMS services, and other public agencies that serve as first responders or contribute materially to homeland security.

1.2 A MARCSIP Service Subscriber is a public or private entity which provides first responder services to the public and materially contributes to homeland security.

1.3 A MARCSIP Service Subscriber may be an equipment vendor utilizing subscription services for the sole purpose of demonstrating radio service to potential customers.

1.4 A MARCSIP Service Subscriber may be a public or private school district within the state of Ohio.

SECTION 2: SCOPE OF SERVICE

2.1 MARCS agrees to provide subscriber with MARCSIP service based upon subscriber purchasing MARCS compatible radios and equipment.

2.2 MARCS provides statewide interoperability in digital clarity to its subscribers throughout Ohio and an approximate ten (10) mile radius outside of Ohio.

SECTION 3: TERMS

3.1 Initial Term: The Service Subscription Agreement shall commence on the date of the last signature thereto and shall continue until the last day ending the current state fiscal biennium, on June 30th.

3.2 Renewal Term: The Service Subscription Agreement shall automatically renew every two years on July 1, coinciding with the beginning of each new state biennium, and otherwise upon the same terms and conditions as are set forth herein, unless 30 days prior to the end of the biennium, Subscriber provides MARCS with written notification of its intent not to renew.

SECTION 4: MARCS' RESPONSIBILITIES

4.1 MARCS agrees to:



4.1.1 Provide continuous system availability from all towers and central equipment infrastructure.

Continuous system availability means 24 hours a day, 7 days a week for 365 days a year.

4.1.2 Provide continuous access to live help via the network operations center (866-OH-MARCS) to assist subscriber if subscriber is experiencing any technical or operational difficulties.

4.1.3 Work with subscriber to develop talk group plans, including but not limited to subscriber specific talk groups based on the subscriber's mission and agents deployed and need for interoperability within their geographic location.

4.1.4 Approve additional radio unit activations. Approval of additional radio unit activation shall include but not be limited to the outcome of grade of service (GOS) studies which shall be performed by the MARCS Program Office. The GOS is a way of assuring that the additional devices will not adversely affect current communications on the MARCSIP system.

SECTION 5: SUBSCRIBER'S RESPONSIBILITIES

5.1 Subscriber agrees to:

5.1.1 Maintain and repair all units used for the subscription service;

5.1.2 Limit the use of radio to public safety or first responders; and

5.1.3 Not use profanity over the system

5.2 Subscriber shall be responsible for the proper use of devices subscribed to MARCS. Subscriber agrees to follow proper FCC and MARCS' radio protocol at all times (e.g., utilization of radio codes to shorten transmissions, transmission breaks during lengthy traffic, deferral to emergency traffic, etc.). At MARCS' sole discretion, improper use of device may result in the suspension or termination of executed agreement without refund of any fees paid.

5.3 Subscriber shall not sublet activated devices or assign any subscription services to any individual, agency or organization, without the express written consent of MARCS.

5.4 Subscriber shall submit to MARCS their contact information and a list of the serial numbers for all radios utilizing the subscription services on the Device Information Excel form posted to our website at <http://das.ohio.gov/MARCS> under the Subscriber Process.

5.5 Subscriber shall notify MARCS if there is any change in their equipment inventory, including but not limited to lost/stolen devices or additional devices activated utilizing the subscription service.

5.6 Subscriber shall work with MARCS' voice radio services staff to develop the proper talk groups in order to forward the mission of the subscriber, without negatively impacting the MARCS radio system. Subscriber understands these talk groups will include the MARCS interoperability talk groups, as detailed in MARCS Policy MPP-15.0 posted to our website at <http://das.ohio.gov/MARCS> under the Policies.



5.7 Subscriber shall be responsible for all equipment and installation costs associated with the system infrastructure upgrade if it is determined by MARCS that the addition of channels and/or frequencies is necessary in order to accommodate any additional radio units. MARCS, at its discretion but upon providing prior written notification to Subscriber, shall install at Subscriber's expense any additional equipment that MARCS deems necessary. Subscriber agrees that upon installation of any equipment on the system infrastructure, the equipment becomes the permanent property of MARCS and MARCS shall be responsible for maintenance of the equipment.

SECTION 6: SUBSCRIBER INVENTORY GUIDELINES

6.1 Subscriber's initial inventory shall consist of the original list of devices to be activated for service as submitted to MARCS via the Device Information Excel form posted to our website at <http://das.ohio.gov/MARCS> under the Subscriber Process.

6.2 Subscriber's additional inventory shall consist of any additional devices submitted to MARCS for service activation via the Device Information Excel form posted to our website at <http://das.ohio.gov/MARCS> under the Subscriber Process; or activated devices transferred from another subscriber's inventory to subscriber's inventory via the Equipment Transfer Receipt Form posted to our website at <http://das.ohio.gov/MARCS> under the Subscriber Process.

6.3 In the case of an inventory transfer from one agency to another which results in the transfer of the user fee as well, Subscriber shall continue to be responsible for the user fee of transferred inventory until the next regularly scheduled billing cycle.

6.4 Subscriber's inventory is subject to quarterly and annual audits by MARCS. MARCS reserves the right to change or update Subscriber's inventory at any time. All changes to Subscriber's inventory initiated by MARCS shall be reflected in a letter amendment to the executed agreement acknowledged by both parties.

6.5 If an inventory discrepancy is discovered at any time, all affected parties agree to resolve the discrepancy. Billing will continue based on the corrected inventory. If additional fees are due as a result of the discrepancy, MARCS will invoice Subscriber and Subscriber agrees to pay any additional fee amount in the next quarterly payment. If necessary, MARCS may credit subscriber any service fee credit due up to one quarter in arrears.

SECTION 7: INVOICING AND PAYMENT OF SERVICES

7.1 Invoicing for subscription services will begin upon the activation date of device. "Activation date" is defined as the date upon which the device is programmed and in the control of the subscriber.

7.2 Unless otherwise indicated on the MARCSIP Radio Information form, all devices will be invoiced in advance on a calendar quarterly basis. Subscriber may elect to be billed in advance on an annual basis. Annual



invoices are based on the state fiscal year and are billed and mailed in July covering the July through June service period.

7.3 MARCSIP services will be invoiced at the current, statewide rate in effect at the time of invoicing.

7.4 While MARCS does not anticipate any significant modifications to service fees, Subscriber acknowledges that new assumptions may drive changes in the subscriber fee for the MARCSIP system. MARCS will notify Subscriber of future rate changes for the MARCSIP system ninety (90) days prior to the effective date of change.

7.5 All invoices are due and payable upon receipt. If Subscriber feels a discrepancy has occurred in the amount of the invoice, Subscriber will have ninety (90) days after receipt of invoice to dispute the invoice amount. After that, all undisputed invoices shall be deemed payable as is.

7.6 If the invoice is not paid by the subscriber when due, MARCS holds the right to charge a late fee of 1.5% per month. The invoice paid by subscriber shall be due without set off notice or demand from MARCS.

7.7 Once invoiced, any payment made by subscriber shall contain a notation of the invoice number and shall be made payable to the Treasurer, State of Ohio MARCS 5C2 Fund. Payment should be mailed to:

Treasurer, State of Ohio (Fund 5C2)
Office of Information Technology
c/o Finance Office
30 East Broad Street, 40th Floor
Columbus, Ohio 43215-3414

SECTION 8: MISCELLANEOUS

8.1 Changes or alterations to the original preprinted text and terms of this document shall not be honored.

8.2 This MARCSIP Service Terms and Conditions document supersedes any and all previous service documents.

8.3 This document shall be governed, construed and interpreted in accordance with the laws of the State of Ohio.

8.4 All parties agreeing to these terms and conditions further agree that they are in compliance with the requirements of Ohio Revised Code Section 125.111