



Rohde & Schwarz USA, Inc.  
6821 Benjamin Franklin Drive Columbia, MD 21046-2633  
Phone (410) 910-7800 Fax (410) 910-7801

July 25, 2019

STATE OF NEBRASKA  
Department of Administrative Services  
State Purchasing Bureau  
1526 K Street  
Suite 130  
Lincoln, NE 68508

Attention: Julie Dabydeen  
Contract Manager

Subject: Best and Final Offer

Reference: Solicitation #6078 OF

Rohde & Schwarz is pleased to present our best and final offer to the State of Nebraska's Invitation to Bid. The attached quotation(s) details the discount, estimated delivery schedule and product(s). This response and consists of:

1. This Cover Letter / Transmittal Document;
2. State of Nebraska BAFO Spreadsheet Forms (signed); and
3. Quotations: #230400.0; #230271.0; #230432.0; and #230272.0.

The offered products are commercial off-the-shelf products, and are manufactured by Rohde & Schwarz.

Freight is FOB Destination CONUS. Rohde & Schwarz payment terms are net 30 days with approved credit from date of invoice. The attached quotation is issued in U.S. dollars, and includes a warranty period of twelve (12) months.

The Tax Identification Number for Rohde & Schwarz is 11-2485528; and R&S is registered with the System for Award Management (SAM) web site (formally Central Contractor's Registration or CCR).

Rohde & Schwarz, Inc. has completed our annual representations and certifications, and is registered with the ORCA. Please reference the Rohde & Schwarz DUNS number 095609798 to view the current representations and certifications.

We appreciate the opportunity to be your supplier of choice for this solution. If you have any additional questions or concerns regarding this proposal, please contact Jennifer Engelhard, Contracts & Trade Compliance Supervisor, at [Jen.Engelhard@rsa.rohde-schwarz.com](mailto:Jen.Engelhard@rsa.rohde-schwarz.com), or (410) 910-7894; or Greg Martin, Account Manager, at [Greg.Martin@rsa.rohde-schwarz.com](mailto:Greg.Martin@rsa.rohde-schwarz.com), or (224) 653-8647.

Best regards, Jen

A handwritten signature in blue ink, appearing to read 'Jen Engelhard', is written over a printed name and title.

Jennifer Engelhard  
Contracts & Trade Compliance Supervisor

Rohde & Schwarz USA, Inc.  
6821 Benjamin Franklin Drive  
Columbia, MD 21046  
Phone: 410-910-7894 | Fax: 410-910-7801  
Email: [Jen.Engelhard@rsa.rohde-schwarz.com](mailto:Jen.Engelhard@rsa.rohde-schwarz.com)  
Internet: [www.rohde-schwarz.com](http://www.rohde-schwarz.com)

6078 OF  
NETV - BEST AND FINAL OFFER  
COST SHEET

Line #	NET TV TRANSLATOR REFRESH (8 TRANSMITTERS)			
	Description	Qty	UOM	Unit Price
1	50W UHF TRANSMITTER, CHANNEL 14 - Make and Model Bidding__TLU9-50W_____	1	EA	\$6,358.31
2	MASK FILTER, CHANNEL 14 - Make and Model Bidding_Dielectric _UT6E2F-50-ATSC 50W	1	EA	\$988.64 Includes directional coupler and connection cable
3	50W UHF TRANSMITTER, CHANNEL 20 - Make and Model Bidding__TLU9-50W_____	1	EA	\$6,358.31
4	MASK FILTER, CHANNEL 20 - Make and Model Bidding_Dielectric _UT6E2F-50-ATSC 50W	1	EA	\$988.64 Includes directional coupler and connection cable
5	50W UHF TRANSMITTER, CHANNEL 24 - Make and Model Bidding__TLU9-50W_____	1	EA	\$6,358.31
6	MASK FILTER, CHANNEL 24 - Make and Model Bidding_Dielectric _UT6E2F-50-ATSC 50W	1	EA	\$988.64 Includes directional coupler and connection cable
7	100W VHF TRANSMITTER, CHANNEL 6 - Make and Model Bidding_____	1	EA	No Bid - We do not offer a Low Band VHF Transmitter

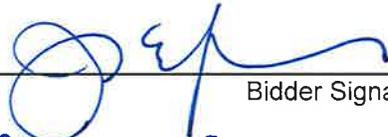
6078 OF  
NETV - BEST AND FINAL OFFER  
COST SHEET

Line #	NET TV TRANSLATOR REFRESH (8 TRANSMITTERS)			
	Description	Qty	UOM	Unit Price
8	MASK FILTER, CHANNEL 6 - Make and Model Bidding_____	1	EA	No Bid - We do not offer a Low Band VHF Transmitter
9	100W VHF TRANSMITTER, CHANNEL 10 - Make and Model Bidding_TMV9-1	1	EA	\$17,500.00
10	MASK FILTER, CHANNEL 10 - Make and Model Bidding_Dielectric HT6E6F-2K	1	EA	\$2727.27 Includes Directional Coupler and connection Cable
11	1200W UHF TRANSMITTER CHANNEL 23 - Make and Model Bidding_Rohde & Schwarz TMU9-2	1	EA	\$29,850.00
12	MASK FILTER, CHANNEL 23 - Make and Model Bidding_Dielectric UT6E7F-1.5K	1	EA	\$3658.82 Includes Directional Coupler and Connection Cable
13	DUAL EXCITER CONFIGURATION CHANNEL 23 - Make and Model Bidding_Rohde & Schwarz TCE900	1	EA	\$12,687.61
14	SHELF SPARE PA MODULE OPTION CHANNEL 23 - Make and Model Bidding_Rohde & Schwarz PMV901	1	EA	\$7,300.00
15	1200W UHF TRANSMITTER, CHANNEL 33 - Make and Model Bidding_Rohde & Schwarz TMU9-2	2	EA	\$29,850.00
16	MASK FILTER, CHANNEL 33 - Make and Model Bidding_Dielectric UT6E7F-1.5K	2	EA	\$3658.82 Includes Directional Coupler and Connection Cable

6078 OF  
NETV - BEST AND FINAL OFFER  
COST SHEET

Line #	NET TV TRANSLATOR REFRESH (8 TRANSMITTERS)			
	Description	Qty	UOM	Unit Price
17	DUAL EXCITER CONFIGURATION CHANNEL 33 - Make and Model Bidding_Rohde & Schwarz TCE900	2	EA	\$12,687.61
18	SHELF SPARE PA MODULE OPTION CHANNEL 33 - Make and Model Bidding Rohde & Schwarz PMV901	1	EA	\$7,300.00
<b>Total cost of lines 1-18</b>				<b>\$149,260.98</b>

**Please Attach Separate Itemized Price Sheet for Each Line Item Listed Above**

  
 Bidder Signature  
ROHDE & SCHWARZ USA, Inc.  
 Company Name

7/25/2019  
 Date



Rohde & Schwarz USA, Inc.

Rohde & Schwarz USA, Inc.  
6821 Benjamin Franklin Dr. / Columbia MD 21046 / US

Ms. Julie Dabydeen  
Nebraska Educational Telecommunications  
1800 North 33rd St  
LINCOLN NE 68503

**Quotation Contact:**

Phone +1 630-267-5929  
greg.martin@rsa.rohde-schwarz.com

July 23, 2019

**Subject: NETV CH10 TMV9-1 Transmitter System**  
**Quote Number: 230400.0**

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	Ext. Price USD
1.1.1.1	<b>R&amp;S®TMV9</b> TMV9 Transmitter Components  Warranty: 12 months	2505.6004K02	1		
	<b>R&amp;S®TX9-T23</b> Cable for ADE measurements after bandpass filter	2600.0821.05	1		
	<b>R&amp;S®TX9-T23</b> Measurement direction coupler 150 MHz to 862 MHz input 7-16 socket, output 7-16 socket max. RF input power 1400 W rms 1 measuring system with N-socket"	2600.0821.16	1		
	<b>R&amp;S®TM9-T61</b> Integration kit 3rd party racks 1 amplifier, single drive without rack mounting rails and rack holders	2503.0050.51	1		
	<b>R&amp;S®TM9-T7</b> Power cable PMx901 3rd party rack integration worldwide use	2600.0667.59	1		
	<b>R&amp;S®SLX8000B16</b> Parallel remote interface TX9 small for TMx9/TLx9 9 commands, 12 messages fixed function	2100.3455.10	1		
1.1.1.2	<b>R&amp;S®PMV901</b> VHF-AMPLIFIER PMV901  Warranty: 12 months	2504.9000K02	1		
	<b>R&amp;S®PMV901</b> VHF amplifier band III, air cooled DTV: 350 rms single phase	2504.9000.05	1		
	<b>R&amp;S®PMU901-B3</b> Dust filter PMU901/PMV901	2600.2024.02	1		

Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
1.1.1.3	<b>R&amp;S®TCE900</b> TCE900 Transmitter components control unit  configured as exciter  Warranty: 12 months	2109.2000K02	1		
	<b>R&amp;S®TCE900</b> Basic unit TCE900	2109.2000.02	1		
	<b>R&amp;S®TCE900-M2</b> Extended coder board	2109.2397.03	1		
	<b>R&amp;S®SP9</b> RF board	2109.2597.02	1		
	<b>R&amp;S®TCE900K31</b> Software option IP input	2500.3613.02	1		
	<b>R&amp;S®TCE900K65</b> Software option HTML5 GUI	2500.3971.02	1		
1.1.2	<b>R&amp;S®TMU9</b> TM9-SYSTEM  Warranty: 12 months	2600.0009K02	1		
	<b>R&amp;S®TDU900</b> Transmitter Display Unit with touch screen	2109.4760.03	1		
	<b>Accessories:</b>				
1.2	<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		



# ROHDE & SCHWARZ

Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
1.3	<b>R&amp;S@PROJ.-D</b> Packing SCx8000 with single exciter for sea freight / Packing for TMU9/TMV9 with 3rd party integration kit, all transportation forms	2065.6712.70	1		
1.4	Warranty: 12 months <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		
2	<b>R&amp;S@SLATMX9</b> Service Level Agreement, Silver 3 years for R&S@TMx9	3632.5325.04	1	4,200.00 -71.43%	4,200.00 <b>1,200.00</b>
<b>3</b>	<b>Shipping</b>		<b>1</b>	<b>1,000.00</b>	<b>1,000.00</b>
3.1	<b>R&amp;S@PROJ.-T</b> COSTS FOR TRANSPORT	2065.6712.03	1	1,000.00	<b>1,000.00</b>
<b>4</b>	<b>RF System</b>		<b>1</b>	<b>2,727.27</b>	<b>2,727.27</b>
4.1	<b>ATSC Mask Filter</b> Dielectric VHF 6 Pole ATSC Mask Filter Includes Directional Coupler Includes 7/16 Cable		1	2,727.27	<b>2,727.27</b>
				<b>Gross Price</b>	<b>USD 33,435.58</b>
				<b>Total Item Discount</b>	<b>-32.92% -11,008.31</b>
				<b>Total Net Price</b>	<b>USD 22,427.27</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.



**ROHDE & SCHWARZ**

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.



**ROHDE & SCHWARZ**

**\*\*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 September 21, 2019.

**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.

ROHDE & SCHWARZ USA, INC., 6821 Benjamin Franklin Drive, Columbia, MD 21046

Tel. (410) 910-7800 Fax. (410) 910-7801

v.04-2012\_RSA



Rohde & Schwarz USA, Inc.

Rohde & Schwarz USA, Inc.  
6821 Benjamin Franklin Dr. / Columbia MD 21046 / US

Ms. Julie Dabydeen  
Nebraska Educational Telecommunications  
1800 North 33rd St  
LINCOLN NE 68503

**Quotation Contact:**

Phone +1 630-267-5929  
greg.martin@rsa.rohde-schwarz.com

July 23, 2019

**Subject: NETV CH14 TLU9 Transmitter System**  
**Quote Number: 230271.0**

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	Ext. Price USD
1	<b>R&amp;S®TLX9</b> configured as:  Analog/Digital: Single Transmitter / GapFiller DTV Standard: ATSC Mains supply: 90 V...265 V AC 50/60 Hz Nominal output power: 50 W Frequency band: UHF Band 4/5  Customer settings:  Country of Delivery:USA Station:NETV CH14  Output power set to: Channel No: 14 fc(centerfrequency): 473.00 MHz offset: 0.00000 kHz Bandwidth: 6 MHz  Software freeze:00.0.0		1	11,345.07 -43.96%	11,345.07 <b>6,358.31</b>
1.1	<b>R&amp;S®TLX9</b> Broadcast Transmitter TLx9		1		
	<b>R&amp;S®SLX8000B16</b> Parallel remote interface TX9 small for TMx9/TLx9 9 commands, 12 messages fixed function  Warranty: 12 months	2100.3455.10	1		
1.1.1	<b>Accessories</b>				
1.1.2	<b>R&amp;S®TLX9</b> TLx9 low-power transmitter  Warranty: 12 months	2506.5001K02	1		
	<b>R&amp;S®TLX9</b> TLx9 Transmitter/GapFiller Base Unit 2U	2506.5001.20	1		

Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
	<b>R&amp;S®TLX9-B02</b> TLX9 Advanced Transmitter Exciter Board DTV	2506.8023.02	1		
	<b>R&amp;S®TLX9-B43</b> TLU9 Amplifier Module 50W	2506.8430.02	1		
	<b>R&amp;S®TLX9-B22</b> TLU9 Air Filter Kit for 2U	2506.8223.02	1		
	<b>R&amp;S®TLX9K41</b> SOFTWARE OPTION ATSC	2506.9413.02	1		
	<b>R&amp;S®TLX9K31</b> Software option IP input	2506.9313.02	1		
	<b>R&amp;S®TLX9K71</b> Software option Redundant signal feeding	2506.9713.02	1		
	<b>R&amp;S®TLX9-K85</b> Software option 50W	2506.9859.02	1		
	<b>R&amp;S®TLX9-K65</b> Software option HTML5 GUI (software license)	2506.9659.02	1		
	<b>R&amp;S®TLX9</b> Final test protocol TLx9 printed	2506.5160.02	1		
	<b>R&amp;S®ERST.2</b> CD manual TLU9 english	2506.5101.04	1		
	<b>R&amp;S®TLX9</b> TLX9 Packing 2HU	2506.5218.20	1		
	<b>R&amp;S®TX9-T23</b> Cable for ADE measurements after bandpass filter	2600.0821.05	1		
	Warranty: 12 months				

Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
	<b>R&amp;S®TDU901</b> Transmitter Display Unit with Touchscreen for TLx9 without LAN Interface	2510.2703.12	1		
	Warranty: 12 months				
	<b>R&amp;S®BWTX9</b> Warranty PLUS: Service level BASIC (12 months) for R&S TLx9. Includes repairs, SW updates, access to online ticketing system and technical support.	2505.5120.76	1		
2	<b>R&amp;S®TMU9-T57</b> Harmonic filter broadband 7/16 input/output for 3rd party racks incl. Installationmaterial with RF-Cable	2600.0850.13	1		
	Warranty: 12 months				
3	<b>R&amp;S®SLATLX9</b> Service Level Agreement, Silver 3 years for R&S®TLx9	3632.5331.04	1		
4	<b>Shipping</b>		1	250.00	250.00
4.1	<b>Shipping</b>		1	250.00	250.00
5	<b>RF System</b>		1	988.64	988.64
5.1	<b>ATSC Mask Filter</b> Dielectric UHF 6 Pole ATSC Mask Filter Includes Directional Coupler Includes 6' N-N Connection Cable		1	988.64	988.64
				Gross Price	USD 15,279.31
				Total Item Discount	-40.52% -6,190.66
				<b>Total Net Price</b>	<b>USD 9,088.65</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.



**ROHDE & SCHWARZ**

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.



\*\*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 September 20, 2019.

**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.

ROHDE & SCHWARZ USA, INC., 6821 Benjamin Franklin Drive, Columbia, MD 21046  
Tel. (410) 910-7800 Fax. (410) 910-7801  
v.04-2012\_RSA



Rohde & Schwarz USA, Inc.

Rohde & Schwarz USA, Inc.  
6821 Benjamin Franklin Dr. / Columbia MD 21046 / US

Ms. Julie Dabydeen  
Nebraska Educational Telecommunications  
1800 North 33rd St  
LINCOLN NE 68503

**Quotation Contact:**

Phone +1 410-910-8048  
rsaquotes@rsa.rohde-schwarz.com

**Account Manager:**

Greg Martin  
Phone +1 630-267-5929  
greg.martin@rsa.rohde-schwarz.com

July 23, 2019

**Subject: NETV Ch23 TMU9-2 Transmitter System**  
**Quote Number: 230432.0**

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	Ext. Price USD
1	<b>R&amp;S®TX9</b> consisting of Transmitters System and accessories		1	48,146.71 -38.00%	48,146.71 <b>29,850.00</b>
1.1	<b>R&amp;S®TX9</b> consisting of: 1 transmitter(s) Rack: 3rd party integration kit System configuration: Single Transmitter Mains voltage: 190 - 240 V ± 10 % RF output: at power combiner current software version 00.0.0		1		
1.1.1	<b>R&amp;S®TX9</b> configured as:  Single Drive  Analog/Digital: Digital Television (DTV) DTV Standard: ATSC Efficiency mode: Normal Mode Output power: 1.2 kW* Number of amplifier:2 Band: UHF Band 4 Bandwidth: 6 MHz  Customer definition: Software Freeze: current software version, 00.0.0  Channel: 23, fc: 527.00 MHz, offset: 0.00000 kHz  * Output power before output filter  Expert Mode: no		1		

Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
1.1.1.1	<b>R&amp;S®TMU9</b> TMU9 Transmitter  Warranty: 12 months	2600.0015K02	1		
	<b>R&amp;S®TX9-T23</b> Cable for ADE measurements after bandpass filter	2600.0821.05	1		
	<b>R&amp;S®TX9-T23</b> Additional measuring coupler integrated in coupling unit	2600.0821.14	1		
	<b>R&amp;S®TM9-T61</b> Integration kit 3rd party racks 2 amplifiers, single drive without rack mounting rails and rack holders	2503.0050.52	1		
	<b>R&amp;S®TMU9-T8</b> Coupling unit band 4 (470 - 646 MHz) for transmitter with two amplifiers 7/8 EIA output	2600.0644.26	1		
	<b>R&amp;S®TM9-T7</b> Power cable PMx901 3rd party rack integration worldwide use	2600.0667.59	2		
	<b>R&amp;S®SLX8000B16</b> Parallel remote interface TX9 small for TMx9/TLx9 9 commands, 12 messages fixed function	2100.3455.10	1		
	<b>R&amp;S®TM9-T57</b> Harmonic filter Band 4/5 7/8 input/output for 3rd party racks incl. installation material without RF-Cable	2600.0850.23	1		
1.1.1.2	<b>R&amp;S®PMU901</b> UHF amplifier band IV/V for TMU9  Warranty: 12 months	2600.1111K02	2		

Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
	<b>R&amp;S®PMU901</b> UHF amplifier band IV/V, air cooled DTV: 600 W rms single phase	2600.1111.02	2		
	<b>R&amp;S®PMU901-B20</b> Tunit normal mode 470 - 862 MHz	2600.2001.99	2		
	<b>R&amp;S®PMU901-B3</b> Dust filter PMU901/PMV901	2600.2024.02	2		
1.1.1.3	<b>R&amp;S®TCE900</b> TCE900 Transmitter components control unit  configured as exciter  Warranty: 12 months	2109.2000K02	1		
	<b>R&amp;S®TCE900</b> Basic unit TCE900	2109.2000.02	1		
	<b>R&amp;S®TCE900-M2</b> Extended coder board	2109.2397.03	1		
	<b>R&amp;S®SP9</b> RF board	2109.2597.02	1		
	<b>R&amp;S®TCE900K31</b> Software option IP input	2500.3613.02	1		
	<b>R&amp;S®TCE900K65</b> Software option HTML5 GUI	2500.3971.02	1		
1.1.2	<b>R&amp;S®TMU9</b> TM9-SYSTEM  Warranty: 12 months	2600.0009K02	1		
	<b>R&amp;S®TDU900</b> Transmitter Display Unit with touch screen	2109.4760.03	1		

Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
<b>Accessories:</b>					
1.2	<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	2600.5669.04	1		
	Warranty: 12 months				
1.3	<b>R&amp;S®PROJ.-D</b> Packing SCx8000 with single exciter for sea freight / Packing for TMU9/TMV9 with 3rd party integration kit, all transportation forms	2065.6712.70	1		
	Warranty: 12 months				
1.4	<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		
2	<b>R&amp;S®SLATMX9</b> Service Level Agreement, Silver 3 years for R&S®TMx9	3632.5325.04	1	4,200.00 -71.43%	4,200.00 <b>1,200.00</b>
<b>3</b>	<b>Shipping</b>		<b>1</b>	<b>1,000.00</b>	<b>1,000.00</b>
3.1	<b>R&amp;S®PROJ.-T</b> COSTS FOR TRANSPORT	2065.6712.03	1	1,000.00	<b>1,000.00</b>
<b>4</b>	<b>RF System</b>		<b>1</b>	<b>3,658.82</b>	<b>3,658.82</b>
4.1	<b>Dielectric 1.5kW 6 Pole ATSC Mask Filter</b> Dielectric 1.5kW 6 Pole ATSC Mask Filter Includes Directional Coupler Includes 7/8 Connection Cable		1	3,658.82	<b>3,658.82</b>
5	<b>Optional items</b> <i>Optional items are not included in total price</i>				
5.1	<b>UHF/VHF Amplifier for TMx9</b>		1		



Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
5.1.1	<b>R&amp;S®PMU901</b> UHF amplifier band IV/V for TMU9	2600.1111K02	1	11,189.40 -34.76%	11,189.40 <b>7,300.00</b>
	Warranty: 12 months				
	<b>R&amp;S®PMU901</b> UHF amplifier band IV/V, air cooled DTV: 600 W rms single phase	2600.1111.02	1		
	<b>R&amp;S®PMU901-B20</b> Tunit normal mode 470 - 862 MHz	2600.2001.99	1		
	<b>R&amp;S®PMU901-B3</b> Dust filter PMU901/PMV901	2600.2024.02	1		
		<b>Item Price (5.1) USD</b>		11,189.40 -34.76%	11,189.40 <b>7,300.00</b>
				<b>Gross Price</b>	<b>USD 57,005.53</b>
				<b>Total Item Discount</b>	<b>-37.36% -21,296.71</b>
				<b>Total Net Price</b>	<b>USD 35,708.82</b>

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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.



**ROHDE & SCHWARZ**

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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.



**\*\*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 September 21, 2019.

**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.

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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.

ROHDE & SCHWARZ USA, INC., 6821 Benjamin Franklin Drive, Columbia, MD 21046  
Tel. (410) 910-7800 Fax. (410) 910-7801  
v.04-2012\_RSA



Rohde & Schwarz USA, Inc.

Rohde & Schwarz USA, Inc.  
6821 Benjamin Franklin Dr. / Columbia MD 21046 / US

Ms. Julie Dabydeen  
Nebraska Educational Telecommunications  
1800 North 33rd St  
LINCOLN NE 68503

**Quotation Contact:**

Phone +1 410-910-8048  
rsaquotes@rsa.rohde-schwarz.com

**Account Manager:**

Greg Martin  
Phone +1 630-267-5929  
greg.martin@rsa.rohde-schwarz.com

July 23, 2019

**Subject: NETV CH24 TLU9 Transmitter System**  
**Quote Number: 230272.0**

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	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
	Description / Estimated Delivery (Weeks)				
1	<b>R&amp;S®TLX9</b> configured as:		1	11,345.07	11,345.07
				-43.96%	<b>6,358.31</b>
	<p>Analog/Digital: Single Transmitter / GapFiller            DTV Standard: ATSC            Mains supply: 90 V...265 V AC 50/60 Hz            Nominal output power: 50 W            Frequency band: UHF Band 4/5</p> <p>Customer settings:</p> <p>Country of Delivery:USA            Station:NETV CH24</p> <p>Output power set to:            Channel No: 24            fc(centerfrequency): 533.00 MHz            offset: 0.00000 kHz            Bandwidth: 6 MHz</p> <p>Software freeze:00.0.0</p>				
1.1	<b>R&amp;S®TLX9</b> Broadcast Transmitter TLx9		1		
	<b>R&amp;S®SLX8000B16</b> Parallel remote interface TX9 small for TMx9/TLx9 9 commands, 12 messages fixed function	2100.3455.10	1		
	Warranty: 12 months				
1.1.1	<b>Accessories</b>				
1.1.2	<b>R&amp;S®TLX9</b> TLx9 low-power transmitter	2506.5001K02	1		
	Warranty: 12 months				
	<b>R&amp;S®TLX9</b> TLx9 Transmitter/GapFiller Base Unit 2U	2506.5001.20	1		

Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
	<b>R&amp;S®TLX9-B02</b> TLX9 Advanced Transmitter Exciter Board DTV	2506.8023.02	1		
	<b>R&amp;S®TLX9-B43</b> TLU9 Amplifier Module 50W	2506.8430.02	1		
	<b>R&amp;S®TLX9-B22</b> TLU9 Air Filter Kit for 2U	2506.8223.02	1		
	<b>R&amp;S®TLX9K41</b> SOFTWARE OPTION ATSC	2506.9413.02	1		
	<b>R&amp;S®TLX9K31</b> Software option IP input	2506.9313.02	1		
	<b>R&amp;S®TLX9K71</b> Software option Redundant signal feeding	2506.9713.02	1		
	<b>R&amp;S®TLX9-K85</b> Software option 50W	2506.9859.02	1		
	<b>R&amp;S®TLX9-K65</b> Software option HTML5 GUI (software license)	2506.9659.02	1		
	<b>R&amp;S®TLX9</b> Final test protocol TLx9 printed	2506.5160.02	1		
	<b>R&amp;S®ERST.2</b> CD manual TLU9 english	2506.5101.04	1		
	<b>R&amp;S®TLX9</b> TLX9 Packing 2HU	2506.5218.20	1		
	<b>R&amp;S®TX9-T23</b> Cable for ADE measurements after bandpass filter	2600.0821.05	1		
	Warranty: 12 months				



# ROHDE & SCHWARZ

Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
	<b>R&amp;S®TDU901</b> Transmitter Display Unit with Touchscreen for TLx9 without LAN Interface	2510.2703.12	1		
	Warranty: 12 months				
	<b>R&amp;S®BWTXL9</b> Warranty PLUS: Service level BASIC (12 months) for R&S TLx9. Includes repairs, SW updates, access to online ticketing system and technical support.	2505.5120.76	1		
2	<b>R&amp;S®TMU9-T57</b> Harmonic filter broadband 7/16 input/output for 3rd party racks incl. Installationmaterial with RF-Cable	2600.0850.13	1	1,395.60 -39.69%	1,395.60 <b>841.70</b>
	Warranty: 12 months				
3	<b>R&amp;S®SLATLX9</b> Service Level Agreement, Silver 3 years for R&S®TLx9	3632.5331.04	1	1,300.00 -50.00%	1,300.00 <b>650.00</b>
4	<b>Shipping</b>		1	250.00	<b>250.00</b>
4.1	<b>Shipping</b>		1	250.00	<b>250.00</b>
5	<b>RF System</b>		1	988.64	<b>988.64</b>
5.1	<b>ATSC Mask Filter</b> Dielectric UHF 6 Pole ATSC Mask Filter Includes Directional Coupler Includes 6' N-N Connection Cable		1	988.64	<b>988.64</b>
				Gross Price	USD 15,279.31
				Total Item Discount	-40.52% -6,190.66
				<b>Total Net Price</b>	<b>USD 9,088.65</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.



**ROHDE & SCHWARZ**

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.
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**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.

ROHDE & SCHWARZ USA, INC., 6821 Benjamin Franklin Drive, Columbia, MD 21046  
Tel. (410) 910-7800 Fax. (410) 910-7801  
v.04-2012\_RSA



Rohde & Schwarz USA, Inc.

Rohde & Schwarz USA, Inc.  
6821 Benjamin Franklin Dr. / Columbia MD 21046 / US

Ms. Julie Dabydeen  
Nebraska Educational Telecommunications  
1800 North 33rd St  
LINCOLN NE 68503

**Quotation Contact:**

Phone +1 630-267-5929  
greg.martin@rsa.rohde-schwarz.com

July 23, 2019

**Subject: NETV Ch33 TMU9-2 Transmitter System**  
**Quote Number: 230437.0**

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	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
1	<b>R&amp;S®TX9</b> Description / Estimated Delivery (Weeks)		1	48,146.71	48,146.71
	consisting of Transmitters System and accessories			-38.00%	<b>29,850.00</b>
1.1	<b>R&amp;S®TX9</b> consisting of: 1 transmitter(s) Rack: 3rd party integration kit System configuration: Single Transmitter Mains voltage: 190 - 240 V ± 10 % RF output: at power combiner current software version 00.0.0		1		
1.1.1	<b>R&amp;S®TX9</b> configured as:  Single Drive  Analog/Digital: Digital Television (DTV) DTV Standard: ATSC Efficiency mode: Normal Mode Output power: 1.2 kW* Number of amplifier:2 Band: UHF Band 4 Bandwidth: 6 MHz  Customer definition: Software Freeze: current software version, 00.0.0  Channel: 33, fc: 587.00 MHz, offset: 0.00000 kHz		1		
	* Output power before output filter				
	Expert Mode: no				

Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
1.1.1.1	<b>R&amp;S®TMU9</b> TMU9 Transmitter  Warranty: 12 months	2600.0015K02	1		
	<b>R&amp;S®TX9-T23</b> Cable for ADE measurements after bandpass filter	2600.0821.05	1		
	<b>R&amp;S®TX9-T23</b> Additional measuring coupler integrated in coupling unit	2600.0821.14	1		
	<b>R&amp;S®TM9-T61</b> Integration kit 3rd party racks 2 amplifiers, single drive without rack mounting rails and rack holders	2503.0050.52	1		
	<b>R&amp;S®TMU9-T8</b> Coupling unit band 4 (470 - 646 MHz) for transmitter with two amplifiers 7/8 EIA output	2600.0644.26	1		
	<b>R&amp;S®TM9-T7</b> Power cable PMx901 3rd party rack integration worldwide use	2600.0667.59	2		
	<b>R&amp;S®SLX8000B16</b> Parallel remote interface TX9 small for TMx9/TLx9 9 commands, 12 messages fixed function	2100.3455.10	1		
	<b>R&amp;S®TM9-T57</b> Harmonic filter Band 4/5 7/8 input/output for 3rd party racks incl. installation material without RF-Cable	2600.0850.23	1		
1.1.1.2	<b>R&amp;S®PMU901</b> UHF amplifier band IV/V for TMU9  Warranty: 12 months	2600.1111K02	2		

Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
	<b>R&amp;S®PMU901</b> UHF amplifier band IV/V, air cooled DTV: 600 W rms single phase	2600.1111.02	2		
	<b>R&amp;S®PMU901-B20</b> Tunit normal mode 470 - 862 MHz	2600.2001.99	2		
	<b>R&amp;S®PMU901-B3</b> Dust filter PMU901/PMV901	2600.2024.02	2		
1.1.1.3	<b>R&amp;S®TCE900</b> TCE900 Transmitter components control unit  configured as exciter  Warranty: 12 months	2109.2000K02	1		
	<b>R&amp;S®TCE900</b> Basic unit TCE900	2109.2000.02	1		
	<b>R&amp;S®TCE900-M2</b> Extended coder board	2109.2397.03	1		
	<b>R&amp;S®SP9</b> RF board	2109.2597.02	1		
	<b>R&amp;S®TCE900K31</b> Software option IP input	2500.3613.02	1		
	<b>R&amp;S®TCE900K65</b> Software option HTML5 GUI	2500.3971.02	1		
1.1.2	<b>R&amp;S®TMU9</b> TM9-SYSTEM  Warranty: 12 months	2600.0009K02	1		
	<b>R&amp;S®TDU900</b> Transmitter Display Unit with touch screen	2109.4760.03	1		



Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
<b>Accessories:</b>					
1.2	<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		
1.3	<b>R&amp;S®PROJ.-D</b> Packing SCx8000 with single exciter for sea freight / Packing for TMU9/TMV9 with 3rd party integration kit, all transportation forms  Warranty: 12 months	2065.6712.70	1		
1.4	<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		
2	<b>R&amp;S®SLATMX9</b> Service Level Agreement, Silver 3 years for R&S®TMx9	3632.5325.04	1		
<b>3</b>	<b>Shipping</b>		<b>1</b>	<b>1,000.00</b>	<b>1,000.00</b>
3.1	<b>R&amp;S®PROJ.-T</b> COSTS FOR TRANSPORT	2065.6712.03	1	1,000.00	1,000.00
<b>4</b>	<b>RF System</b>		<b>1</b>	<b>3,658.82</b>	<b>3,658.82</b>
4.1	<b>Dielectric 1.5kW 6 Pole ATSC Mask Filter</b> Dielectric 1.5kW 6 Pole ATSC Mask Filter Includes Directional Coupler Includes 7/8 Connection Cable		1	3,658.82	3,658.82
<b>5</b>	<b>Optional items</b> <i>Optional items are not included in total price</i>				
5.1	<b>UHF/VHF Amplifier for TMx9</b>		1		

Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
5.1.1	<b>R&amp;S®PMU901</b> UHF amplifier band IV/V for TMU9	2600.1111K02	1	11,189.40 -34.76%	11,189.40 <b>7,300.00</b>
	Warranty: 12 months				
	<b>R&amp;S®PMU901</b> UHF amplifier band IV/V, air cooled DTV: 600 W rms single phase	2600.1111.02	1		
	<b>R&amp;S®PMU901-B20</b> Tunit normal mode 470 - 862 MHz	2600.2001.99	1		
	<b>R&amp;S®PMU901-B3</b> Dust filter PMU901/PMV901	2600.2024.02	1		
		<b>Item Price (5.1) USD</b>		11,189.40 -34.76%	11,189.40 <b>7,300.00</b>
				<b>Gross Price</b>	<b>USD 57,005.53</b>
				<b>Total Item Discount</b>	<b>-37.36% -21,296.71</b>
				<b>Total Net Price</b>	<b>USD 35,708.82</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.



**ROHDE & SCHWARZ**

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.



**\*\*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 September 21, 2019.
- 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.

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### 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.

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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.

ROHDE & SCHWARZ USA, INC., 6821 Benjamin Franklin Drive, Columbia, MD 21046  
Tel. (410) 910-7800 Fax. (410) 910-7801  
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