

6079 OF
NETV
BEST AND FINAL OFFER
COST SHEET

Line #	NET Displaced TV Translators (3 Transmitters)			Unit Price
	Description	Qty	UOM	
1	50W UHF TRANSMITTER CHANNEL 27 - Make and Model Bidding_TLU9-50W	1	EA	\$6,358.31
2	MASK FILTER, CHANNEL 27 - Make and Model Bidding_Dielectric UT6E2F-50-ATSC 50W	1	EA	\$988.64 Includes Directional Coupler and Connection cable
3	600W UHF TRANSMITTER CHANNEL 31 - Make and Model Bidding__TMU9-1	1	EA	\$19,000
4	MASK FILTER, CHANNEL 31 - Make and Model Bidding_Dielectric UT6E4F-600-ATSC	1	EA	2123.53 Includes Directional Coupler and Connection Cable
5	1400W UHF TRANSMITTER CHANNEL 21 - Make and Model Bidding_TMU9evo-4	1	EA	\$32,500.04
6	MASK FILTER, CHANNEL 21 - Make and Model Bidding_Dielectric UT6E7F-1.5K	1	EA	3658.82 Includes Directional Coupler and Connnection cable
7	DUAL EXCITER CONFIGURATION CHANNEL 21 - Make and Model Bidding__TCE901	1	EA	\$ 6,399.96
8	SHELF SPARE PA MODULE OPTION CHANNEL 21 Make and Model Bidding__	1	EA	\$ 4,543.00
TOTAL COST OF LINES 1-8				\$75,572.30

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


Bidder Signature

7/25/2019
Date

ROHDE & SCHWARZ USA, INC.
Company Name



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 #6079 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: #231501.0; #231504.0; #231527.0 and #231478.0.

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, or (410) 910-7894; or Greg Martin, Account Manager, at Greg.Martin@rsa.rohde-schwarz.com, or (224) 653-8647.

Best regards,



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
Internet: www.rohde-schwarz.com



Rohde & Schwarz USA, Inc.

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

Quotation Contact:

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

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

July 25, 2019

Subject: NETV CH21 TMU9-1 Transmitter System
Quote Number: 231501.0

Main Number +1 888-837-8772

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,
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.



ROHDE & SCHWARZ

Item	Model	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
1	R&S®TX9 Description / Estimated Delivery (Weeks)		1	31,411.31 -39.51%	31,411.31 19,000.00
	consisting of Transmitters System and accessories				
1.1	R&S®TX9 consisting of: 1 transmitter(s) Rack: 3rd party integration kit System configuration: Single Transmitter Mains voltage: 190 - 240 V ± 10 % RF output: amplifier current software version 00.0.0		1		
1.1.1	R&S®TX9 configured as: Single Drive Analog/Digital: Digital Television (DTV) DTV Standard: ATSC Efficiency mode: Normal Mode Output power: 0.6 kW* Number of amplifier:1 Band: UHF Band 4 Bandwidth: 6 MHz Customer definition: Software Freeze: current software version, 00.0.0 Channel: 31, fc: 575.00 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	R&S®TMU9 TMU9 Transmitter Warranty: 12 months	2600.0015K02	1		
	R&S®TX9-T23 Cable for ADE measurements after bandpass filter	2600.0821.05	1		
	R&S®TX9-T23 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		
	R&S®TM9-T61 Integration kit 3rd party racks 1 amplifier, single drive without rack mounting rails and rack holders	2503.0050.51	1		
	R&S®TM9-T7 Power cable PMx901 3rd party rack integration worldwide use	2600.0667.59	1		
	R&S®SLX8000B16 Parallel remote interface TX9 small for TMx9/TLx9 9 commands, 12 messages fixed function	2100.3455.10	1		
	R&S®TM9-T57 Harmonic filter broadband 7/16 input/output for 3rd party racks incl. Installationmaterial with RF-Cable	2600.0850.13	1		
1.1.1.2	R&S®PMU901 UHF amplifier band IV/V for TMU9 Warranty: 12 months	2600.1111K02	1		

Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
	R&S®PMU901 UHF amplifier band IV/V, air cooled DTV: 600 W rms single phase	2600.1111.02	1		
	R&S®PMU901-B20 Tunit normal mode 470 - 862 MHz	2600.2001.99	1		
	R&S®PMU901-B3 Dust filter PMU901/PMV901	2600.2024.02	1		
1.1.1.3	R&S®TCE900 TCE900 Transmitter components control unit configured as exciter Warranty: 12 months	2109.2000K02	1		
	R&S®TCE900 Basic unit TCE900	2109.2000.02	1		
	R&S®TCE900-M2 Extended coder board	2109.2397.03	1		
	R&S®SP9 RF board	2109.2597.02	1		
	R&S®TCE900K31 Software option IP input	2500.3613.02	1		
	R&S®TCE900K65 Software option HTML5 GUI	2500.3971.02	1		
1.1.2	R&S®TMU9 TM9-SYSTEM Warranty: 12 months	2600.0009K02	1		
	R&S®TDU900 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
Accessories:					
1.2	R&S®ERST.2 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	R&S®PROJ.-D 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	R&S®BWTMX9 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	R&S®SLATMX9 Service Level Agreement, Silver 3 years for R&S®TMx9	3632.5325.04	1		
3	Shipping		1	1,000.00	1,000.00
3.1	Shipping		1	1,000.00	1,000.00
4	RF System		1	2,123.53	2,123.53
4.1	ATSC Mask Filter Dielectric 600W 6 Pole ATSC Mask Filter Includes Directional Coupler Includes 7/16 Connection Cable		1	2,123.53	2,123.53
				Gross Price	USD 38,734.84
				Total Item Discount	-39.79% -15,411.31
				Total Net Price	USD 23,323.53

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.

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



**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: 30 days after date of invoice

Validity: This offer shall be valid until September 22, 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

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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.

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.
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 25, 2019

Subject: NETV CH21 TMU9evo-4 Transmitter System
Quote Number: 231504.0

Main Number +1 888-837-8772

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,
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	R&S@TMU9C consisting of Transmitters System and accessories This transmitter system provides SNMP-capability and a JAVA-free WebInterface based on HTML5 technology. Warranty: Warranty item 1.1.1.1 - 1.1.1.7: 12 months Warranty item 1.1.1.8 - 1.1.1.12: 12 months Warranty item 1.1.1.13 - 1.1.1.17: 12 months		1	67,195.12 -42.11%	67,195.12 38,900.00
1.1	R&S@TMU9C Broadcast transmitter system TMU9evo Warranty: Warranty item 1.1.1.1 - 1.1.1.7: 12 months Warranty item 1.1.1.8 - 1.1.1.12: 12 months Warranty item 1.1.1.13 - 1.1.1.17: 12 months		1		
1.1.1	R&S@TMU9C configured as: Analog/Digital: Digital Television (DTV) DTV Standard: ATSC Mains supply: 90V ... 265V AC 50/60Hz 1-phase Nominal output power: 1.5 kW Frequency band: UHF Band 4/5 Customer settings: Country of Delivery: USA Station: NETV CH21 Output power set to: Channel No: 21 fc(centerfrequency): 515.00 MHz offset: 0.00000 kHz Bandwidth: 6 MHz Software freeze: 00.0.0 Additional settings: Transmitter Type: TMx9-evo		1		



Item	Model	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
	Redundancy: BackupDrive System Variant: Tx Transmitter Index: TxA1 Exciter Type: A Amplifiers: 4 Amplifier Type: PMU905 Amplifier Mode: Normal Mode				
	Warranty: Warranty item 1.1.1.1 - 1.1.1.7: 12 months Warranty item 1.1.1.8 - 1.1.1.12: 12 months Warranty item 1.1.1.13 - 1.1.1.17: 12 months				
1.1.1.1	R&S®PMU905 UHF amplifier band IV/V, air cooled DTV: 400 W rms, non-Doherty single phase	2509.8999.04	4		
1.1.1.2	R&S®PMU905 Air Filter for PMU905 amplifier	2509.9708.02	4		
1.1.1.3	R&S®TM9-T7 Power cord for PMU905 with open ends	2600.0667.20	4		
1.1.1.4	R&S®TMX9C-T20 Mounting kit 1500W backup drive DTV without rack integration kit	2510.0130.42	1		
1.1.1.5	R&S®TX9-T23 Cable for ADE measurements after bandpass filter	2600.0821.05	1		
1.1.1.6	R&S®SLX8000B16 Parallel remote interface TX9 small for TMx9/TLx9 9 commands, 12 messages fixed function	2100.3455.10	1		
1.1.1.7	R&S®TX9-T1 ASI transport stream distributor for dual drive	2700.5001.02	1		

Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
1.1.1.8	R&S®TCE901 Exciter TCE901	2509.4106.02	1		
1.1.1.9	R&S®TCE901 TCE901 19" mounting kit for TMx9evo	2510.2503.03	1		
1.1.1.10	R&S®TCE900K31 Software option IP input	2500.3613.02	1		
1.1.1.11	R&S®TCE900K41 Software option ATSC for MFN and SFN	2500.3636.02	1		
1.1.1.12	R&S®TCE900K65 Software option HTML5 GUI	2500.3971.02	1		
1.1.1.13	R&S®TCE901 Exciter TCE901	2509.4106.02	1		
1.1.1.14	R&S®TCE901 TCE901 19" mounting kit for TMx9evo	2510.2503.03	1		
1.1.1.15	R&S®TCE900K31 Software option IP input	2500.3613.02	1		
1.1.1.16	R&S®TCE900K41 Software option ATSC for MFN and SFN	2500.3636.02	1		
1.1.1.17	R&S®TCE900K65 Software option HTML5 GUI	2500.3971.02	1		
	Accessories:				
1.2	R&S®TM9-C Harmonic filter kit band 4 For TMU9evo up to 1.5kW, 7/16 output incl. installation material Warranty: 12 months	2511.2588.14	1	1,652.00 -42.11%	1,652.00 956.36



Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
1.3	R&S@TDU901 Transmitter Display Unit with Touchscreen for TMx9evo without LAN interface	2510.2703.02	1		
	Warranty: 12 months				
1.4	R&S@PROJ.-D Packing SCx8000 with backup exciter for trucking or air freight	2065.6712.66	1		
	Warranty: 12 months				
1.5	R&S@ERST.2 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				
1.6	R&S@TMX9-C Final test protocol TMx9evo printed	2510.0046.02	1		
	Warranty: 12 months				
1.7	R&S@BWTMX9 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	R&S@SLATMX9 Service Level Agreement, Silver 3 years for R&S@TMx9	3632.5325.04	1		
3	Shipping		1	1,500.00	1,500.00
3.1	Shipping		1	1,500.00	1,500.00
4	RF System		1	3,229.41	3,229.41

Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD	
4.1	ATSC Mask Filter Dielectric 1.5kW 6 Pole ATSC Mask Filter Includes Directional Coupler 7/8 Input 1-50 Output Includes 7/8 Connection Cable		1	3,229.41	3,229.41	
5	Optional items <i>Optional items are not included in total price</i>					
5.1	R&S®PMU905 UHF amplifier band IV/V, air cooled DTV: 400 W rms, non-Doherty single phase Warranty: 12 months	2509.8999.04	1	4,543.00	4,543.00	
				Gross Price	USD	76,124.53
				Total Item Discount	-41.11%	-31,295.12
				Total Net Price	USD	44,829.41

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.

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.



- 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 22, 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.

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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.

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 25, 2019

Subject: NETV CH21 TMU9evo-4 Transmitter System
Quote Number: 231527.0

Main Number +1 888-837-8772

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,
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	R&S@TMU9C consisting of Transmitters System and accessories This transmitter system provides SNMP-capability and a JAVA-free WebInterface based on HTML5 technology. Warranty: Warranty item 1.1.1.1 - 1.1.1.6: 12 months Warranty item 1.1.1.7 - 1.1.1.11: 12 months months		1	52,020.31 -37.52%	52,020.31 32,500.04
1.1	R&S@TMU9C Broadcast transmitter system TMU9evo Warranty: Warranty item 1.1.1.1 - 1.1.1.6: 12 months Warranty item 1.1.1.7 - 1.1.1.11: 12 months months		1		
1.1.1	R&S@TMU9C configured as: Analog/Digital: Digital Television (DTV) DTV Standard: ATSC Mains supply: 90V ... 265V AC 50/60Hz 1-phase Nominal output power: 1.5 kW Frequency band: UHF Band 4/5 Customer settings: Country of Delivery: USA Station: NETV CH21 Output power set to: Channel No: 21 fc(centerfrequency): 515.00 MHz offset: 0.00000 kHz Bandwidth: 6 MHz Software freeze: 00.0.0 Additional settings: Transmitter Type: TMx9-evo Redundancy: SingleDrive System Variant: Tx		1		

Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
	Transmitter Index: TxA1 Exciter Type: A Amplifiers: 4 Amplifier Type: PMU905 Amplifier Mode: Normal Mode				
	Warranty: Warranty item 1.1.1.1 - 1.1.1.6: 12 months Warranty item 1.1.1.7 - 1.1.1.11: 12 months				
1.1.1.1	R&S®PMU905 UHF amplifier band IV/V, air cooled DTV: 400 W rms, non-Doherty single phase	2509.8999.04	4		
1.1.1.2	R&S®PMU905 Air Filter for PMU905 amplifier	2509.9708.02	4		
1.1.1.3	R&S®TM9-T7 Power cord for PMU905 with open ends	2600.0667.20	4		
1.1.1.4	R&S®TMX9C-T20 Mounting kit 1500W single drive DTV without rack integration kit	2510.0130.40	1		
1.1.1.5	R&S®TX9-T23 Cable for ADE measurements after bandpass filter	2600.0821.05	1		
1.1.1.6	R&S®SLX8000B16 Parallel remote interface TX9 small for TMx9/TLx9 9 commands, 12 messages fixed function	2100.3455.10	1		
1.1.1.7	R&S®TCE901 Exciter TCE901	2509.4106.02	1		
1.1.1.8	R&S®TCE901 TCE901 19" mounting kit for TMx9evo	2510.2503.03	1		

Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
1.1.1.9	R&S®TCE900K31 Software option IP input	2500.3613.02	1		
1.1.1.10	R&S®TCE900K41 Software option ATSC for MFN and SFN	2500.3636.02	1		
1.1.1.11	R&S®TCE900K65 Software option HTML5 GUI	2500.3971.02	1		
Accessories:					
1.2	R&S®TM9-C Harmonic filter kit band 4 For TMU9evo up to 1.5kW, 7/16 output incl. installation material	2511.2588.14	1		
Warranty: 12 months					
1.3	R&S®TDU901 Transmitter Display Unit with Touchscreen for TMx9evo without LAN interface	2510.2703.02	1		
Warranty: 12 months					
1.4	R&S®PROJ.-D Packing SCx8000 with single exciter for trucking or air freight	2065.6712.65	1		
Warranty: 12 months					
1.5	R&S®ERST.2 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					
1.6	R&S®TMX9-C Final test protocol TMx9evo printed	2510.0046.02	1		
Warranty: 12 months					

Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price USD	Ext. Price USD
1.7	R&S®BWTMX9 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	R&S®SLATMX9 Service Level Agreement, Silver 3 years for R&S®TMx9	3632.5325.04	1		
3	Shipping		1	1,500.00	1,500.00
3.1	Shipping		1	1,500.00	1,500.00
4	RF System		1	3,658.82	3,658.82
4.1	ATSC Mask Filter Dielectric 1.5kW 6 Pole ATSC Mask Filter Includes Directional Coupler 7/8 Input 1-50 Output Includes 7/8 Connection Cable		1	3,658.82	3,658.82
5	Optional items <i>Optional items are not included in total price</i>				
5.1	R&S®PMU905 UHF amplifier band IV/V, air cooled DTV: 400 W rms, non-Doherty single phase Warranty: 12 months	2509.8999.04	1	4,543.00	4,543.00
				Gross Price	USD 61,379.13
				Total Item Discount	-36.69% -22,520.27
				Total Net Price	USD 38,858.86

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ROHDE & SCHWARZ

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ROHDE & SCHWARZ

- Delivery:** FOB (Free on board)
Destination: US
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- 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.

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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.

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

Quotation Contact:

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

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

July 25, 2019

Subject: NETV CH27 TLU9 Transmitter System
Quote Number: 231478.0

Main Number +1 888-837-8772

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,
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	R&S®TLX9 Description / Estimated Delivery (Weeks) configured as:		1	11,345.07 -43.96%	11,345.07 6,358.31
	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 CH27 Output power set to: Channel No: 27 fc(centerfrequency): 551.00 MHz offset: 0.00000 kHz Bandwidth: 6 MHz Software freeze:00.0.0				
1.1	R&S®TLX9 Broadcast Transmitter TLx9		1		
	R&S®SLX8000B16 Parallel remote interface TX9 small for TMx9/TLx9 9 commands, 12 messages fixed function	2100.3455.10	1		
	Warranty: 12 months				
1.1.1	Accessories				
1.1.2	R&S®TLX9 TLx9 low-power transmitter	2506.5001K02	1		
	Warranty: 12 months				
	R&S®TLX9 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
	R&S®TLX9-B02 TLX9 Advanced Transmitter Exciter Board DTV	2506.8023.02	1		
	R&S®TLX9-B43 TLU9 Amplifier Module 50W	2506.8430.02	1		
	R&S®TLX9-B22 TLU9 Air Filter Kit for 2U	2506.8223.02	1		
	R&S®TLX9K41 SOFTWARE OPTION ATSC	2506.9413.02	1		
	R&S®TLX9K31 Software option IP input	2506.9313.02	1		
	R&S®TLX9K71 Software option Redundant signal feeding	2506.9713.02	1		
	R&S®TLX9-K85 Software option 50W	2506.9859.02	1		
	R&S®TLX9-K65 Software option HTML5 GUI (software license)	2506.9659.02	1		
	R&S®TLX9 Final test protocol TLx9 printed	2506.5160.02	1		
	R&S®ERST.2 CD manual TLU9 english	2506.5101.04	1		
	R&S®TLX9 TLX9 Packing 2HU	2506.5218.20	1		
	R&S®TX9-T23 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
	R&S®TDU901 Transmitter Display Unit with Touchscreen for TLx9 without LAN Interface	2510.2703.12	1		
	Warranty: 12 months				
	R&S®BWTXL9 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	R&S®TMU9-T57 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%	1,395.60 841.70
	Warranty: 12 months				
3	R&S®SLATLX9 Service Level Agreement, Silver 3 years for R&S®TLx9	3632.5331.04	1	1,300.00 -50.00%	1,300.00 650.00
4	Shipping		1	250.00	250.00
4.1	Shipping		1	250.00	250.00
5	RF System		1	988.64	988.64
5.1	ATSC Mask Filter 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
				Total Net Price	USD 9,088.65

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.
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**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:** 30 days after date of invoice
- Validity:** This offer shall be valid until September 22, 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

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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.

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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:**

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