

# **CONSTRUCTION COMMITTEE**

3/21/2016

304 E. Grand River Ave, Conference Room 4 Howell, MI 48843

7:00 PM

## **AGENDA**

- 1. CALL TO ORDER**
  - 2. APPROVAL OF MINUTES**  
Minutes of Meeting Dated: March 14, 2016
  - 3. APPROVAL OF AGENDA**
  - 4. REPORTS**
  - 5. CALL TO THE PUBLIC**
  - 6. ACTION ITEMS**
    - A. I.T. Quote - Jail Phase II Wireless: \$38,802.14
    - B. I.T. Quote - Jail Phase II Access Point Drops: \$9,088.00
    - C. I.T. Quote - Jail Phase II Network Drops: \$3,950.00
  - 7. NEW BUSINESS**
  - 8. ADJOURNMENT**
-

# MEETING MINUTES

LIVINGSTON COUNTY

**MARCH 14, 2016 - 5:30 P.M.**

ADMINISTRATION BUILDING - CONFERENCE ROOM 4  
304 E. Grand River Avenue, Howell, MI 48843

## CONSTRUCTION COMMITTEE

**COMM. DOLAN**

**COMM. CHILDS**

**COMM. VANHOUTEN**

OTHERS:

CHRIS FOLTS  
RICH MALEWICZ  
MIKE KENNEDY

CHAD RIEHL  
DIANNE McCORMICK  
JEFF LEVEQUE  
HEATHER TEELING

NATALIE HUNT  
CINDY CATANACH  
KEN HINTON

1. **CALL TO ORDER:** Meeting called to order by: **COMM. DENNIS DOLAN** at 5:30 P.M.
2. **APPROVAL OF MINUTES: MINUTES OF MEETING DATED FEBRUARY 24, 2016:**

**MOTION TO APPROVE THE MINUTES, AS PRESENTED.  
MOVED BY: CHILDS / SECONDED BY: VAN HOUTEN  
ALL IN FAVOR - MOTION PASSED**

3. **APPROVAL OF AGENDA:**

**MOTION TO APPROVE THE AGENDA AS AMENDED:  
REPLACE ACTION ITEM "I" – REVISED PCO 133  
MOVED BY: VAN HOUTEN / SECONDED BY: CHILDS  
ALL IN FAVOR – MOTION PASSED**

4. **REPORTS:**
  - Commissioner Dolan reported on the site meeting he attended last week. New Faucets may be 4-6 weeks out, end of month for completion
5. **CALL TO THE PUBLIC: None.**
6. **RESOLUTION FOR CONSIDERATION**

**7. PUBLIC HEALTH: RESOLUTION AUTHORIZING THE PUBLIC DENTAL CLINIC PROJECT AND CONSTRUCTION CONTRACTS**

**RECOMMEND MOTION TO: GENERAL GOVERNMENT AND HEALTH & HUMAN SERVICES COMMITTEE**  
**MOVED BY: CHILDS / SECONDED BY: VAN HOUTEN**  
**ALL IN FAVOR - MOTION PASSED**

➤ **DIANNE McCORMICK AND MIKE KENNEDY ARE PRESENT TO DISCUSS THE PROJECT.**

- Dental project is moving forward, finalizing agreements with MCDC. The County Attorneys are working with the Title Company. This will finalize the Construction Detail to move forward with the bidding process.
- Budget distributed is about \$20,000 less than what was included in the packet.
- Schedule distributed by Mike Kennedy: Starting point based on approval being completed the 21<sup>st</sup>, design done end of May, bid documents done by end of June. Letter of intent ready by mid-august.
- FFE before end of year to avoid cost increase, over \$20,000 increase for 2017.
- Comm. Van Houten discussed concerns with dental equipment vibrations affecting the structure.
- RFP for Construction Management or Bid as Lump Sum – which schedule would the Committee Choose?
  - Chair recommends Bidding as a lump sum.

**8. ACTION ITEMS:**

**A. ACTION REQUIRED:..... I.T. Quote – Jail Phase II Wireless:**  
**\$44,323.29**  
**HELD – NO VOTE BY COMMITTEE**

**B. ACTION REQUIRED:..... I.T. Quote – Access Point Drops, Jail Phase II:**  
**\$9,088.00**  
**HELD – NO VOTE BY COMMITTEE**

**C. ACTION REQUIRED:..... I.T. Quote – Network Drops, Jail Phase II:**  
**\$3,950.00**  
**HELD – NO VOTE BY COMMITTEE**

➤ **SUPERIOR ELECTRIC WILL BE SUBMITTING QUOTES, WILL REVIEW UPON RECEIPT. HOLD APPROVAL UNTIL FINAL AMOUNTS ARE RECEIVED, COMMITTEE AGREES.**

**D. ACTION REQUIRED:..... Lindhout Invoice 1401C.0216:  
\$3,727.50**  
REVIEWED AND APPROVED FOR PAYMENT. NO OBJECTIONS.  
**MOTION TO APPROVE FOR PAYMENT: MOVED BY: VAN HOUTEN      SECONDED BY: CHILDS**

**E. ACTION REQUIRED:..... Clark Construction Pay Application #19:  
\$512,402.03**  
REVIEWED AND APPROVED FOR PAYMENT. NO OBJECTIONS.  
**MOTION TO APPROVE FOR PAYMENT: MOVED BY: VAN HOUTEN      SECONDED BY: CHILDS**

**F. ACTION REQUIRED:..... PCO 121 – Added Column Covers:  
\$14,070.00**  
REVIEWED AND APPROVED PCO. NO OBJECTIONS.  
**MOTION TO APPROVE PCO: MOVED BY: CHILDS      SECONDED BY: VAN HOUTEN**

**G. ACTION REQUIRED:..... PCO 129 – Additional Supervision:  
\$33,735.00**  
REVIEWED AND APPROVED PCO. NO OBJECTIONS.  
**MOTION TO APPROVE PCO: MOVED BY: VAN HOUTEN      SECONDED BY: CHILDS**

**H. \*WITHDRAWN\* ACTION REQUIRED:      PCO 132 – Install Drywall Partition:  
\$5,388.23**  
**PCO WITHDRAWN**

**I. ACTION REQUIRED:..... \*\*REVISED\*\* PCO 133 – Drywall Extras:  
\$11,455.68**  
REVIEWED AND APPROVED PCO. NO OBJECTIONS.  
**MOTION TO APPROVE PCO: MOVED BY: CHILDS      SECONDED BY: VAN HOUTEN**

**J. ACTION REQUIRED:..... PCO 134 – Changes to duct layout:  
\$18,220.40**  
**HELD – NO VOTE BY COMMITTEE**

**K. ACTION REQUIRED:..... PCO 137 – Fire Protection Extras:  
\$649.00**  
REVIEWED AND APPROVED PCO. NO OBJECTIONS  
**MOTION TO APPROVE PCO: MOVED BY: VAN HOUTEN      SECONDED BY: CHILDS**

**L. ACTION REQUIRED:..... PCO 138 – Door for Laundry Room:  
\$1,405.00**  
**REVIEWED AND APPROVED PCO. NO OBJECTIONS**  
**MOTION TO APPROVE PCO: MOVED BY: CHILDS                      SECONDED BY: VAN HOUTEN**

**M. ACTION REQUIRED:..... PCO 139 – Added Fence Above Classroom:  
\$2,005.00**  
**REVIEWED AND APPROVED PCO. NO OBJECTIONS**  
**MOTION TO APPROVE PCO: MOVED BY: CHILDS                      SECONDED BY: VAN HOUTEN**

**N. ACTION REQUIRED:..... MarxModa Proposal:  
\$9,969.77**  
**REVIEWED AND TABLED PROPOSAL. NO OBJECTIONS**  
**MOTION TO TABLE PROPOSAL: MOVED BY: CHILDS                      SECONDED BY: VAN HOUTEN**

**9. NEW BUSINESS:**

➤ **SCHEDULE NEXT MEETING:**

- Tuesday April 12<sup>th</sup> at 6:30 p.m. Admin 4.

**10. ADJOURNMENT:**

**MOTION TO ADJOURN AT 7:01 P.M.  
MOVED BY: CHILDS / SECONDED BY: VAN HOUTEN  
ALL IN FAVOR - MOTION PASSED**

**NATALIE HUNT**  
RECORDING SECRETARY

## Solution Summary

### Wireless Jail Phase 2

<p><b>Customer:</b> Livingston County, Michigan</p> <p><b>Ship To Address:</b> 304 E Grand Riv Ste 101 Howell, MI 48843</p> <p><b>Bill To Address:</b> 304 E Grand Riv Ste 101 Howell, MI 48843</p> <p><b>Customer ID:</b> LIVCOU0001</p> <p><b>Customer PO:</b></p>	<p><b>Primary Contact:</b> Rich Malewicz</p> <p><b>Email:</b> Rmalewicz@livgov.com</p> <p><b>Phone:</b> 5175483230</p> <p><b>National Account Manager:</b> Chris Brown</p> <p><b>NAM Email:</b> CBrown@convergeone.com</p> <p><b>NAM Phone:</b> +16513933676</p>
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Solution Summary	Current Due	Total Project
Software	\$6,178.85	\$6,178.85
Hardware	\$26,384.83	\$26,384.83
Professional Services	\$4,900.00	\$4,900.00
Maintenance		
CISCO Maintenance	\$1,338.46	\$1,338.46
<b>Project Subtotal</b>	<b>\$38,802.14</b>	<b>\$38,802.14</b>
Estimated Tax	NOT INCLUDED	
Estimated Freight	NOT INCLUDED	
<b>Project Total</b>	<b>\$38,802.14</b>	<b>\$38,802.14</b>

This Solution Summary summarizes the Document(s) that are attached hereto and such Document(s) are incorporated into this Solution Summary by this reference. Customer's signature on this Solution Summary (or Customer's issuance of a purchase order in connection with this Solution Summary) shall represent Customer's agreement with each attached Document and acknowledgement that the attached Document(s) are represented accurately by this Solution Summary. Each Document is governed by that certain agreement as stated within that individual Document.

The pricing on this Summary page is valid for thirty (30) days. All prices are subject to change without notice.

This order is a configured order and/or contains software.

ACCEPTED BY:

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

## Solution Quote

#	Description	Term	Qty	Unit Price	Extended Price
<b>Hardware</b>					
1	2.4 GHz 2 dBi/5 GHz 4 dBi Dipole Ant., White, RP-TNC		100	\$19.29	\$1,928.57
2	2.4 GHz 6 dBi/5 GHz 6 dBi Directional Ant., 4-port, RP-TNC		9	\$345.66	\$3,110.93
3	802.11n AP Low Profile Mounting Bracket (Default)		27	\$0.00	\$0.00
4	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)		27	\$0.00	\$0.00
5	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)		20	\$2.47	\$49.45
6	802.11ac Ctrlr AP 4x4:3SS w/CleanAir; Ext Ant; A Reg Domain		27	\$788.74	\$21,295.88
<b>Maintenance</b>					
7	SNTC-8X5XNBD 25 AP Adder License for the 5508	12	1	\$111.54	\$1,338.46
8	SNTC-8X5XNBD Primary SKU	12	1	\$0.00	\$0.00
<b>Professional Services</b>					
9	INSTALL CONVERGEONE SERVICES		1	\$4,900.00	\$4,900.00
<b>Software</b>					
10	25 AP Adder License for the 5508 Controller (eDelivery)		1	\$6,178.85	\$6,178.85
11	Primary SKU for CT5508 upgrade licenses (Delivery via Email)		1	\$0.00	\$0.00
12	Cisco 3700 Series IOS WIRELESS LAN RECOVERY		27	\$0.00	\$0.00

DATE	ORDER No.
2/22/2016	
Prepared by: Chad Clayton	
CONVERGEONE NAM: Chris Brown	

BILL TO NAME and ADDRESS:
<b>304 E. Grand River Howell MI 48843</b>
EMAIL:
PHONE:
MOBILE:

CUSTOMER NAME and ADDRESS (if different):
Rich C. Malewicz
EMAIL: rmalewicz@livgov.com
PHONE: <b>517-548-3230</b>
MOBILE:586—601-4698

DESCRIPTION of WORK REQUESTED	FEES
<p><b>Livingston County Jail</b> is looking for a pricing on the following:</p> <p><b>Requirements:</b> Remote configuration of WLAN Controllers to support new jail and new access points. "Tune" the 2 HA WLAN Controllers at the existing jail. Configure existing WLAN Controller with additional licenses and AP configuration at new jail.</p> <p><b>Scope Includes:</b></p> <ol style="list-style-type: none"> <li>Adding the licenses and rebooting WLC – Need to assume this will be after hours.</li> <li>Configuring 14 new APs – Likely will be able to cut this timeframe down if we make all the changes at the same time instead of individually and rebooting them each 2-3 times.</li> <li>Tuning the 2HAs – Not sure of the current state if we're completely building the HA subnet. Pretty safe to assume it's already built, just needs fine tuning.</li> <li>Testing – minimum of 2 SSIDs most likely</li> <li>Documentation – Not sure if they want us to provide any final documentation or if they have Prime Infrastructure and they just want us to make sure any templates and are documented there instead.</li> </ol> <p><b>Assumptions:</b></p> <ul style="list-style-type: none"> <li>Layer 3 connectivity already exists between the new Jail wired network and the WLC</li> <li>DNS entry for "cisco-capwap-controller" already exists pointing to WLC</li> <li>APs will pull DHCP from central DHCP Server and not from Router, switch, or firewall.</li> <li>VLAN in New Jail already exists for AP management.</li> </ul>	



<ul style="list-style-type: none"> <li>• APs will be running in “Local” mode and not “FlexConnect”</li> <li>• HA WLCs are actual HA-SKU units (connected via redundancy ports)</li> <li>• The pricing and deliverables description contained within this proposal represent ConvergeOne’s understanding of the overall requirements at this time. Should additional discussion reveal additional complexity or effort, ConvergeOne reserves the right to adjust the pricing.</li> <li>• The resources to perform the Services shall be available (including any travel time) Monday through Friday, 8:00 a.m. to 5:00 p.m. local Customer’s time (excluding nationally-observed holidays) based on a forty (40) hour week, unless previously agreed upon between the customer and ConvergeOne.</li> <li>• Travel and reasonable living expenses (are extra) will be billed monthly on an actual cost basis. Items to be considered travel expenses include; Air travel, Transportation, Lodging, Meals. ConvergeOne will make reasonable effort to minimize travel expenses and will work closely with customer to ensure sufficient time is built into the project schedule to maximize efficiency when scheduling site visits.</li> </ul> <p>This document only covers work specifically documented in this agreement. Any work not explicitly stated in this document, or changes or modifications to this document, will be handled as an additional change request.</p> <p>This quotation is valid for 60 days from date of quotation.</p>	
<b>TOTAL FEES</b>	<b>\$4,900</b>

<p>* To Proceed: Please sign below and provide Purchase Order Number.</p> <p>By <i>(Signature)</i>: _____</p> <p>Name <i>(Print)</i>: _____</p> <p>Title <i>(Print)</i>: _____</p>	<p>APPROVED by CONVERGEONE:</p> <p>By <i>(Signature)</i>: _____</p> <p>Name <i>(Print)</i>: _____</p> <p>Title <i>(Print)</i>: _____</p>
<p>Purchase Order Number: _____</p>	
<p>Billing Terms: <u>Net 30</u></p>	

**Master Sales Agreement****Date:** DATE**SELLER: CONVERGEONE, INC.**  
3344 Highway 149  
Eagan, MN 55121**CUSTOMER: LEGAL ENTITY NAME**  
STREET ADDRESS  
CITY/STATE/ZIP

This MASTER SALES AGREEMENT ("Agreement") is made and entered into as of the date indicated above ("Effective Date") by and between Seller and Customer. Seller and Customer are each a "Party" to this Agreement and may collectively be referred to herein as the "Parties."

In consideration of the mutual undertakings herein contained, the Parties agree as follows:

1. Attachment A contains terms and provisions that are part of this Agreement and Attachment A is hereby incorporated by reference.
2. This Agreement shall apply to sales of the following to Customer:
  - a) All hardware, third party software, and/or Seller software (collectively, "Products");
  - b) All installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller ("Professional Services");
  - c) All Seller-provided vendor management services, software release management services, remote monitoring services, troubleshooting services, and/or OnGuard Support Services (collectively, "Managed Services"); and/or
  - d) All Seller-provided maintenance services ordered by Customer to maintain and service Supported Products (as hereinafter defined in Article IV of Attachment A) or Supported Systems (as hereinafter defined in Article IV of Attachment A) at Supported Sites (as hereinafter defined in Article IV of Attachment A) to ensure that they operate in conformance with their respective documentation and specifications ("Maintenance Services").
3. Seller will provide the Products, Professional Services, Managed Services, and/or Maintenance Services to Customer as more fully described on a sales order ("Master Agreement Rider" or "Solution Quote" or "Maintenance Services Order Form") that references this Agreement and for which authorized representatives of each Party have signed the corresponding Solution Summary. Each Master Agreement Rider, Solution Quote, and/or Maintenance Services Order Form shall contain an itemized list of all Products to be provided and/or all Managed Products and/or Supported Products to be maintained, together with the price to be charged therefor. If Seller is to provide Professional Services, Managed Services, and/or Maintenance Services to Customer, a Statement of Work ("Statement of Work" or "Scope of Work" or "SOW") that references this Agreement shall accompany the Master Agreement Rider, Solution Quote, and/or Maintenance Services Order Form. With respect to the Managed Services only, the SOW may act as both the Solution Quote and SOW. The Master Agreement Rider, Solution Quote, and/or Maintenance Services Order Form shall reflect the price to be charged for such Professional Services, Managed Services, and/or Maintenance Services.
4. Any amendment, supplement, or modification of any term or provision of this Agreement or any Solution Summary must be in a writing that is signed by authorized representatives of both Parties to this Agreement.
5. In lieu of an authorized representative of each Party signing a Solution Summary, the Parties agree that Customer may issue to Seller a purchase order to order Products, Professional Services, Managed Services, and/or Maintenance Services from Seller. Such purchase order shall be deemed Customer's agreement to the terms and conditions of the corresponding Solution Summary. However, no terms or provisions of the purchase order (other than the description of the Products, Professional Services, Managed Services, and/or Maintenance Services and the quantity thereof) shall apply. Rather, only the terms and provisions of this Agreement shall apply to the sale of Products, Professional Services, Managed Services, and/or Maintenance Services.
6. This Agreement shall remain in effect until terminated by either Party. Either Party may terminate this Agreement, provided that such Party provides to the other Party written notice of such termination at least thirty (30) days prior to the effective date of such termination. The notice of termination shall reflect the effective date of the termination; if it does not, then the effective date of the termination shall be the date that is thirty (30) days after the non-terminating Party receives the written notice of the termination. Notwithstanding the foregoing, however, the termination of this Agreement shall not affect the obligations of either Party pursuant to the terms and provisions of any Solution Summary that has been executed by an authorized representative of each Party prior to the effective date of termination of this Agreement.

7. Terms and conditions contained in a Solution Summary shall control over any general terms and conditions contained herein or in Attachment A.
8. **PURCHASE PRICE:** Unless specifically stated and mutually agreed upon in a particular Solution Summary, the purchase price of the Products, Professional Services, Managed Services, and/or Maintenance Services set forth in each Solution Summary shall be paid as follows:
- a) **For Products and Professional Services (excluding third party support services):**
- i) **Down Payment:** Fifty percent (50%) of the Price (as defined in Article I, Section 1 of Attachment A) is due upon execution of the Solution Summary; and
- ii) **Balance:** The remaining balance of the Price is due as follows:
- (1) **For Products:** One Hundred percent (100%) of the remaining balance of the Price attributable to the cost of Products is due thirty (30) days from the date of the invoice.
- (2) **For Professional Services (excluding third party support services):**
- (i) Professional Services provided on a **time and materials** basis will be invoiced monthly as Professional Services are performed by Seller (following depletion of the down payment) and are due thirty (30) days from the date of the invoice; or
- (ii) Professional Services provided on a **fixed price** basis are due either (a) monthly as Professional Services are performed by Seller (following depletion of the down payment) within thirty (30) days from the date of the invoice; or (b) periodically based on mutually agreed upon milestones as set forth in the pertinent Solution Summary (following depletion of the down payment) thirty (30) days from the date of the invoice.
- b) **For Third Party Support Services:** One Hundred percent (100%) of the Price attributable to the cost of third party support services as specified in the Solution Summary will be invoiced and due prior to commencement of the third party support services.
- c) **For Managed Services:** Customer will be invoiced for Managed Services annually in advance and such invoices are due prior to the commencement of the pertinent twelve (12)-month period.
- d) **For Maintenance Services:** Customer will be invoiced for Maintenance Services on a quarterly basis in advance and such invoices are due prior to the commencement of the pertinent quarterly period.
9. **FINANCING OPTION:** If Customer elects to lease the pertinent Products, Professional Services, Managed Services, and/or Maintenance Services, Customer
- a) Shall inform Seller of such election no later than the time that the pertinent Solution Summary is executed to avoid being liable for sales tax on the Products, Professional Services, Managed Services, and/or Maintenance Services provided under the pertinent Solution Summary; and
- b) May assign a Solution Summary to a financing company for the sole purpose of financing the Price, provided that Customer agrees that any such assignment shall not delay or relieve Customer of its duty to perform any of its obligations under this Agreement (including, but not limited to, liability for amounts owed under this Agreement). Customer further agrees that it shall not take any action, or refuse to take any action, that delays Seller's receipt of payment from Customer's financing company.

10. **PRODUCT RETURNS:** All configured orders, including hardware and software, are non-returnable. All software, regardless of whether such software is part of a configured order, is non-returnable. All authorized returns may be assessed a twenty percent (20%) restocking charge; provided, however, that Product returns based on warranty claims will not be assessed such restocking charge.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

SELLER:     **CONVERGEONE, INC.**                          CUSTOMER:     **LEGAL ENTITY NAME**    

Signature: \_\_\_\_\_                                      Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_                                      Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_    Title: \_\_\_\_\_

Date: \_\_\_\_\_    Date: \_\_\_\_\_

## ATTACHMENT A – TERMS AND CONDITIONS

### ARTICLE I – GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

1. **PRICE; PAYMENT; TAXES.** Customer agrees to pay the price of each Product, Professional Service, Managed Service, and/or Maintenance Service described on a Solution Summary, together with freight, taxes, and any other itemized charges, fees, and costs (the "Price"). The currency to be used for payment of the Price is the United States Dollar. Except for breach by Seller, termination of this Agreement shall not affect Customer's obligation to pay the Price. If Customer is exempt from tax, Customer shall provide to Seller a valid tax exemption certificate at the time that this Agreement is executed. Customer agrees to indemnify and hold harmless Seller (i) from any and all liens, actions, or claims made by or on behalf of any tax authority in connections with any payment made to Seller, and (ii) for all costs incurred by Seller in connection with the foregoing (including, but not limited to, reasonable attorneys' fees). Interest on any past due obligation shall accrue at the rate of one and one-half percent (1½%) per month or at the maximum rate allowed by law, whichever is lower. All prices are exclusive of applicable taxes or other charges imposed by law.
2. **REMEDIES UPON DEFAULT.** In the event that Customer fails to pay according to the terms and provisions of this Agreement, or fails to perform any of its obligations pursuant to the terms and provisions of this Agreement, then Seller, at its option, may do any or all of the following: (i) upon notice to Customer, terminate this Agreement; (ii) regardless of whether this Agreement is terminated, suspend further performance under this Agreement; and (iii) retain, as an offset to Customer's liability for such default, all or a portion of the progress payments (if any) previously paid by Customer. Customer shall in any event remain fully liable for damages resulting from Customer's breach (including, but not limited to, all costs and expenses incurred by Seller on account of such breach, including costs of arbitration and reasonable attorneys' fees). The rights afforded Seller hereunder shall not be deemed to be exclusive but, instead, shall be in addition to any rights or remedies provided by law.
3. **INDEPENDENT CONTRACTOR.** Seller shall conduct its business as an independent contractor with respect to Customer. Seller will represent to third persons, to the public generally, and to all governmental bodies (including, but not limited to, federal, state, and local authorities) that the business conducted by Seller with respect to Customer is that of an independent contractor and that such is the sole relationship between the Parties. It is expressly understood that Seller is in no way considered the legal representative of Customer for any purpose whatsoever with respect to this Agreement. Customer shall deduct no income tax or other withholdings whatsoever from payments due to Seller.
4. **CUSTOMER COOPERATION.** Customer shall cooperate fully with Seller to facilitate performance of Seller's obligations hereunder, including the rendition of Professional Services, Managed Services, Maintenance Services, and/or the installation of a Product. Customer shall dedicate such time, personnel, and resources as may be reasonably necessary to complete Seller's performance of Professional Services, Managed Services, and/or Maintenance Services. Cooperation shall include the following:
  - (a) Customer shall designate a coordinator at Customer's site with the knowledge and authority to make decisions with respect to all of Customer's operations in order for Seller to meet its obligations hereunder;
  - (b) Customer shall make available such data as is necessary to adequately test the Product(s), Professional Service, Managed Service, and/or Maintenance Service;
  - (c) If Customer is purchasing an application software solution, Customer shall be responsible for the operation of each CPU, conducting a back-up, performing all program translation, contacting all third-party vendors to confirm that existing hardware and software will be compatible with the new software, and processing any necessary changes;
  - (d) Customer shall provide full, free, and safe access to Customer's facilities to allow Seller to meet its obligations hereunder;
  - (e) Customer shall provide the telephone numbers, network addresses, and passwords necessary for Seller to gain remote access to Customer's systems when necessary in connection with the performance of Professional Services, Managed Services, and/or Maintenance Services;
  - (f) Customer shall provide (i) interface information for Managed Products (as defined in Article III, Section 1 of this Attachment A) and Supported Products (as defined in Article IV, Section 1 of this Attachment A), and (ii) any third party consents and licenses needed by Seller to access such Managed Products and Supported Products; and
  - (g) If Seller provides an Update pursuant to Article IV, Section 2(f) of this Attachment A, or other new release of software as part of the Maintenance Services, Customer will promptly implement such Update or new release.
5. **FORCE MAJEURE.** Seller shall not be liable for any loss, failure, or delay in furnishing a Product, or providing Professional Services, Managed Services, and/or Maintenance Services, resulting from any of the following: fires; explosions; floods; storms; acts of God; governmental acts, orders, or regulations; hostilities; acts of terrorism; civil disturbances; strikes; labor difficulties; machinery breakdowns; transportation contingencies; difficulty in obtaining parts, supplies, or shipping facilities; delays of carriers; or any other cause beyond the control of Seller.
6. **ARBITRATION.** Seller and Customer agree to submit any and all disputes (of whatever kind or nature, whether in law or in equity) arising out of the terms and provisions of this Agreement (including, but not limited to, determining the validity, specific enforcement, breach, or interpretation of this Agreement) to binding arbitration only, such arbitration to be conducted pursuant to the then-current Commercial Arbitration Rules of the American Arbitration Association and to be held before a single arbitrator at a location mutually agreeable to the Parties. The Parties shall be entitled to limited discovery under the Federal Rules of Civil Procedure. Notwithstanding the foregoing, in the event that third parties are necessary to achieve a just adjudication of the issues, either Party may commence a civil action in a court of competent jurisdiction having jurisdiction over all parties involved. The prevailing Party shall be entitled to recover from the non-prevailing Party its costs and reasonable attorneys' fees incurred in connection with any action or proceeding that arises from the terms and provisions of this Agreement. The Parties further agree that any monetary award may be reduced to judgment and docketed in any court of competent jurisdiction without objection and execution had thereon. This provision shall survive the termination of this Agreement. No arbitration or action, regardless of form, arising out of the terms and provisions of this Agreement may be brought or commenced by either Party more than one (1) year after the dispute, claim, or cause of action arose.
7. **LIMITATION OF LIABILITY.** THE ENTIRE LIABILITY OF SELLER (AND SELLER'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES) AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY DAMAGES CAUSED BY ANY

PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY PROFESSIONAL SERVICE, MANAGED SERVICE, AND/OR MAINTENANCE SERVICE, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL BE (I) FOR FAILURE OF PRODUCTS DURING THE WARRANTY PERIOD, THE REMEDIES STATED IN ARTICLE II, SECTION 3 OF THIS ATTACHMENT A; (II) FOR DELAYS IN DELIVERY OR INSTALLATION (WHICHEVER IS APPLICABLE) OF MORE THAN THIRTY (30) DAYS BY CAUSES ATTRIBUTABLE SOLELY TO SELLER, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE PERTINENT SOLUTION SUMMARY WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER THE PERTINENT SOLUTION SUMMARY; OR (III) FOR SELLER'S FAILURE TO PERFORM ANY OTHER MATERIAL TERM OF THIS AGREEMENT, IF SELLER DOES NOT CORRECT SUCH FAILURE WITHIN THIRTY (30) DAYS AFTER RECEIPT OF WRITTEN NOTICE ADDRESSING SUCH FAILURE, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE PERTINENT SOLUTION SUMMARY WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER THE PERTINENT SOLUTION SUMMARY. SELLER SHALL IN NO CASE BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES OF ANY KIND; LOST, CORRUPTED, MISDIRECTED, OR MISAPPROPRIATED DATA; NETWORK DOWNTIME; INTERRUPTION OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OR NON-PERFORMANCE OF THE PRODUCTS OR USE BY CUSTOMER; CHARGES FOR COMMON CARRIER TELECOMMUNICATIONS SERVICES; COST OF COVER; OR CHARGES FOR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS ("TOLL FRAUD")). THE PREVIOUS SENTENCE APPLIES REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 8. **NON-SOLICITATION OF EMPLOYMENT.**

(a) Seller shall not solicit for employment, either directly or indirectly, employees of Customer during the term of any Solution Summary, or for a period of twelve (12) months thereafter; provided, however, that Seller may hire employees of Customer if such employees initiate contact with Seller (e.g., a response to general employment advertisements of Seller). If Seller violates this provision, Seller will pay to Customer an amount equal to the amount of the total potential compensation for the first twelve (12) months for the employee of Customer that has been hired. Seller shall pay such amount to Customer on the date that is thirty (30) days after the employee accepts an offer of employment from Seller.

(b) Customer shall not solicit for employment, either directly or indirectly, employees or subcontractors of Seller during the term of any Solution Summary, or for a period of twelve (12) months thereafter; provided, however, that Customer may hire employees or subcontractors of Seller if such employees or subcontractors initiate contact with Customer (e.g., a response to general employment advertisements of Customer). If Customer violates this provision, Customer will pay to Seller an amount equal to the amount of total potential compensation for the first twelve (12) months for the employee or subcontractor of Seller that has been hired. Customer shall pay such amount to Seller on the date that is thirty (30) days after the person accepts an offer of employment from Customer.

9. **CONVERGEONE AFFILIATE RIGHTS.** The Parties agree that any ConvergeOne Affiliate may sell Products, Professional Services, Managed Services, and/or Maintenance Services to Customer under the terms and provisions of this Agreement; provided, however, that only the ConvergeOne Affiliate that is the party to such sale is liable to Customer for the sale of such Products, Professional Services, Managed Services, and/or Maintenance Services. By signing a given Solution Summary for any such sale, the applicable ConvergeOne Affiliate and Customer agree that the terms and conditions of this Agreement will apply to such sale as if such ConvergeOne Affiliate were Seller under this Agreement, but only with respect to such sale. For purposes of this Agreement, "ConvergeOne Affiliate" means any corporation, partnership, or other entity that, directly or indirectly, controls (or is controlled by or is under common control with) Seller.

#### 10. **MISCELLANEOUS.**

(a) **Merger.** This Agreement constitutes the entire agreement between Seller and Customer with respect to the subject matter described herein, superseding all prior and contemporaneous correspondence between the Parties.

(b) **No Assignment.** This Agreement shall not be assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that in any assignment of this Agreement, both the assignor and the assignee are jointly and severally liable under this Agreement for any outstanding obligations of the assignor that are due as of the date of the assignment. Notwithstanding the foregoing, Seller may assign all of its rights and delegate all of its obligations with respect to any order that relates to the performance of Professional Services and/or delivery of Products at any location that is outside of the United States of America to one or more third parties believed by Seller in good faith to be capable of providing such goods and services.

(c) **Notices.** All notices shall be in writing and shall be delivered in person or sent by facsimile or U.S. Mail, postage prepaid, to the address of the other Party as set forth in this Agreement or to such other address as a Party shall designate.

(d) **Acknowledgment and Authority.** By execution hereof, the signers hereby certify that they have read this Agreement and these terms, understand them, and agree to all terms and provisions stated herein. In addition, Seller and Customer warrant to each other that each respective Party and its respective signatory have the full right, power, and authority to execute this Agreement.

(e) **Secrecy and Confidentiality.** Each Party covenants and agrees on behalf of itself, its officers, directors, employees, and agents as follows: (i) all information obtained from a Party (including, but not limited to, customer lists, customer-sensitive information, business practices and operations, pricing and financial information, product plans and designs, and configurations and layouts) is secret, proprietary, and confidential; (ii) such information shall be neither disclosed to others nor used for any unauthorized purpose; and (iii) each Party shall use its best efforts to return such information to the other Party upon termination of this Agreement. This provision does not apply to such information that (a) was in the possession of a Party before disclosure to such Party by the other Party; (b) becomes a matter of public record through no fault of a Party; or (c) is released by or at the direction of the Party that originally disclosed such information to the other Party.

(f) **Waiver.** If either Party fails to enforce any right or remedy available under the terms and provisions of this Agreement, such failure shall not be construed as a waiver of any right or remedy with respect to that breach or any other breach or failure by the other Party. Rather, any waiver of a Party's rights or remedies available under the terms and provisions of this Agreement must be in a writing that is signed by the Party against whom enforcement is sought.

(g) **Severability.** In the event that any term or provision of this Agreement is held to be illegal, unenforceable, or invalid, the remaining terms and provisions hereof shall remain in full force and effect.

(h) **Survival of Terms.** Notwithstanding any termination or expiration of this Agreement, all rights and remedies available to the Parties and all terms and provisions of this Agreement that are not performed or cannot be performed during the term of this Agreement shall survive the termination or expiration of this Agreement.

(i) **Governing Law.** The laws of the jurisdiction where the Products, Professional Services, Managed Services, and/or Maintenance Services are to be provided (including, but not limited to, the Uniform Commercial Code as adopted in that jurisdiction) apply to all Products, Professional Services, Managed Services, and/or Maintenance Services provided under the terms and provisions of this Agreement, without reference to such jurisdiction's conflicts of law principles.

(j) **Counterparts and Electronic Signature.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one (1) and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by one (1) Party to the other Party. The receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

## **ARTICLE II – ADDITIONAL TERMS AND CONDITIONS SPECIFIC FOR PRODUCTS AND PROFESSIONAL SERVICES**

1. **TITLE; RISK OF LOSS.** Title, ownership, and risk of loss of hardware sold pursuant to the terms and provisions of this Agreement shall pass to Customer upon delivery to Customer. Title and ownership of software delivered to Customer pursuant to the terms and provisions of this Agreement shall remain solely with its licensor. Risk of loss of software delivered to Customer pursuant to the terms and provisions of this Agreement shall pass to Customer upon delivery to Customer.

2. **SECURITY INTEREST.** Seller reserves a purchase money security interest in and to the Products (together with the cost of any Professional Services related thereto) sold hereunder as security for performance of Customer's obligations. Seller may file the Agreement (together with any attachments thereto) to perfect such interest.

3. **WARRANTIES; DISCLAIMERS; SOFTWARE LICENSES.** Seller represents and warrants that, immediately prior to the sale of a Product to Customer, Seller will be the lawful owner thereof, free and clear of any liens and encumbrances (other than those that may arise under the terms and provisions of this Agreement). In addition, Seller represents and warrants that Seller has the full right, power, and authority to sell, deliver, or provide the Product to Customer.

(a) **Product Warranties.** Products are warranted to Customer either directly by the original equipment manufacturer ("OEM") or by Seller.

1) **Direct OEM Warranty.** Customer receives the OEM's warranty in effect at the time of delivery with respect to hardware purchased and/or software licensed hereunder. Except for the warranties of title and rightful transfer, the OEM warranty is Customer's sole warranty with respect to such items. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO OEM PRODUCTS.

2) **Indirect OEM Warranty.** If Customer does not receive the Product warranty directly from the OEM, then Seller warrants the Products to Customer to the same extent and term as the OEM warrants the Products to Seller. Upon request, Seller will provide such warranty information to Customer. Except for the warranties of title and rightful transfer, the OEM warranty is Customer's sole warranty with respect to such items. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO OEM PRODUCTS.

3) **Seller Warranty for Refurbished Products.**

i) Products refurbished by Seller are warranted for a term of one (1) year from either (i) the date of Product delivery if the Product is installed by Customer; or (ii) the date of Product installation if the Product is installed by Seller.

ii) This warranty does not extend to Products or Product components that have had their serial numbers, date of manufacturing, or OEM labels removed, defaced, or altered, nor does this warranty cover any of the following: counterfeit parts; repair for damages to Products or Product components; or malfunctions caused by (i) misuse, neglect, power failures, power surges, lightning, fire, flood, or accident; (ii) use of products or facilities supplied by others; (iii) failure to follow installation, operation, or maintenance instructions; (iv) failure to permit remote access; or (v) force majeure conditions specified in Article I, Section 5 of this Attachment A.

(b) **Professional Services Warranty.** Professional Services are warranted for thirty (30) days from the date on which such Professional Services are completed. Professional Services will be performed in a good and workmanlike manner by qualified personnel.

(c) **Warranty Procedures and Disclaimers.** The terms and provisions of this Article II, Section 3(c) apply to all Products and Replacement Products provided hereunder.

1) If a Product or a Replacement Product does not conform to the Product warranty during the warranty period, Customer shall promptly notify Seller in writing of such non-conformance, which shall be stated in detail sufficient to describe both the problem and its symptoms. Seller or the OEM (as the case may be), at its option, will either (i) repair the Product so that the Product conforms to the Product warranty; or (ii) replace the Product with a Product that conforms to the Product warranty ("Replacement Product"). Replacement Products are warranted as outlined above for the remainder of the original applicable Product warranty period. Replaced Products become the property of Seller. Seller will not charge Customer for the Replacement Product. Seller, however, may charge Customer for the time that is incurred to diagnose the problem and to repair or replace the Product, if the problem is not covered by the Product warranty.

2) THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH SELLER DISCLAIMS AND ARE EXCLUDED. SELLER DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE IMMUNE FROM OR WILL PREVENT EITHER FRAUDULENT INTRUSION OR UNAUTHORIZED USE. SELLER WILL NOT BE RESPONSIBLE FOR UNAUTHORIZED USE (OR CHARGES FOR SUCH USE) OF COMMON CARRIER TELECOMMUNICATIONS SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS (TOLL FRAUD). UNLESS OTHERWISE AGREED IN THIS AGREEMENT, CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT CUSTOMER'S NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION.

3) If the Products are to be used either on or to support Telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) facilities, Seller requires that a network assessment be performed prior to installation to determine network performance, reliability, and

security. In the event that Customer either refuses to authorize a pre-installation network assessment or fails to follow Seller's reasonable recommendations after Seller performs the network assessment, and if performance problems are encountered and determined to be associated with network performance, reliability, or security issues, Customer shall be solely responsible for all costs associated with a post-installation network assessment and network reconfiguration.

(d) **Software Licenses.** Customer agrees that it has read, understood, and will abide by the terms and provisions of the software license(s) pertinent to the Products provided hereunder. Such software licenses may be found on the Internet at <http://convergeone.com/support/end-user-license-agreements-and-product-warranties/>. Seller Software licenses, as identified in the pertinent Solution Summary, may be found in the Statement of Work corresponding to the pertinent Solution Summary.

4. **PROFESSIONAL SERVICES AND TIMING.** Professional Services not specifically itemized are not provided. CUSTOMER IS SOLELY RESPONSIBLE FOR SYSTEM BACK-UP PRIOR TO COMMENCEMENT OF PROFESSIONAL SERVICES OR INSTALLATION OF A PRODUCT.

### **ARTICLE III – ADDITIONAL TERMS AND CONDITIONS SPECIFIC FOR MANAGED SERVICES**

#### **1. DEFINED TERMS OF ARTICLE III.**

- (a) "EULA" is an acronym used to refer to an End User License Agreement.
- (b) "Managed Products" are all hardware and/or software identified on a Master Agreement Rider or Solution Quote for which the Managed Services are to be provided.
- (c) "Managed Sites" are the locations specified on each pertinent Master Agreement Rider or Solution Quote.
- (d) "One Vision Services" means the proactive monitoring portion of the Managed Services.
- (e) "Personal Data" includes all personal data of any employee, customer, or other individual.
- (f) "Rules" refers to the rules outlined in Article III, Section 5(b) of this Attachment A (Certain Rules and Limitations of Use).

#### **2. PROVISION AND SCOPE OF MANAGED SERVICES.**

(a) **Order Form and Provision of Managed Services.** Seller will provide the Managed Services for Managed Products at Managed Sites, as described further in each pertinent Solution Summary that references the Agreement. The Price set forth on the pertinent Solution Summary for Managed Services is based on the number of active Managed Products. Seller, at its discretion, will perform a true-up on a quarterly basis to reconcile future billing on any Managed Products that have been added (activated) or removed (deactivated) during the previous period.

(b) **Monitoring.** Seller may electronically monitor Managed Products for the following purposes: (i) to perform and analyze diagnostics from a remote location and to take corrective actions, if necessary; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) to assess Customer needs for additional products and/or Managed Services; and (v) as otherwise provided in each pertinent Solution Summary.

(c) **General Limitations.** Seller will not provide Managed Services for Managed Products that have been misused, used in breach of the terms and provisions of their respective license, improperly installed or configured, or that have had their serial numbers altered, defaced, or deleted.

#### **3. CUSTOMER RESPONSIBILITIES FOR MANAGED SERVICES.**

(a) **Provision of Managed Products.** Customer will provide all Managed Products and Managed Sites. Customer continuously represents and warrants that (i) Customer is either the owner of, or is authorized to access and use, each Managed Product and each Managed Site; and (ii) Seller and its suppliers and subcontractors are authorized to do the same to the extent necessary to provide the Managed Services in a timely manner.

(b) **Moves of Managed Products.** When Customer seeks to move any Managed Products, Customer will notify Seller. Only Seller or its authorized agent may move Managed Products. Seller may charge additional amounts to recover any additional costs incurred by Seller in providing the Managed Services that result from the move of Managed Products by a party other than Seller or its authorized agent.

(c) **Access to Personal Data.** If Customer expressly instructs Seller in writing to either (i) access Personal Data contained in any Managed Product, or (ii) provide Customer or a third party identified by Customer with access to such Personal Data, Customer will indemnify Seller and its owners, officers, directors, employees, and agents against, and will hold each of them harmless from, any and all liabilities, costs, damages, judgments, and expenses (including costs and reasonable attorneys' fees) arising out of Seller's accessing or providing access to Personal Data in accordance with Customer's written instructions.

(d) **Identification Tags.** Customer will not remove any identification tags or other markings from any Managed Product.

4. **TITLE AND RISK OF LOSS OF MANAGED PRODUCTS.** Except for Products provided by Seller to Customer under the terms and provisions of this Agreement, title to the Managed Products will have passed to Customer pursuant to the terms and provisions of a separate agreement under which Customer originally obtained the Managed Products. Customer will bear the risk of loss, theft, destruction, or damage to the Managed Products (each, a "Loss"), and Customer will promptly provide written notice to Seller of any Loss that occurs. Customer, at its expense, will maintain insurance against Losses to the Managed Products for the full replacement value of the Managed Products. Upon Seller's request, Customer will provide Seller with evidence of this insurance.

5. **SOFTWARE LICENSE FOR MONITORING SOFTWARE INCLUDED IN MANAGED SERVICES.** Customer understands that Seller will license software from a third party to provide the One Vision Services. The following terms and provisions comprise the EULA and the One Vision Services terms and provisions between Seller and Customer, and Customer agrees to such terms and provisions.

(a) **Limitation of Liability.** Customer acknowledges that Seller's licensor has no control over how a foreign administration or third party carrier establishes its rules and conditions pertaining to international telecommunications services and acknowledges that any inability or failure by Seller's licensor to perform any of its obligations hereunder as a result of such rules and conditions shall be excused. Under no circumstances and under no legal theory, whether in contract, tort (including negligence), strict liability or any other theory whatsoever, shall Seller's licensor be liable for any damages that Customer may suffer from or in connection with Customer's use of, or inability to use, Seller's equipment, or the One Vision Services. This limitation includes, but is not limited to, damages resulting from loss or theft of data; transmission delays or failures; service interruptions; unauthorized access or damage to records, software programs, or other information or property; loss of profits; loss of goodwill; cost of cover; or any other special, incidental, consequential, direct, indirect, or



punitive damages, however caused. This limitation will apply even if Seller's licensor has been advised of, or is aware of, the possibility of such damages. Because some states or other jurisdictions may not allow the exclusion of certain warranties or certain forms of liability, some or all of the exclusions set forth in this EULA may not apply. If any of such exclusions are not allowed under the laws of a particular state or other jurisdiction for any reason, then Seller's licensor's maximum liability for any type of damages with respect to Seller's licensor's network, equipment, or One Vision Services shall be limited to the amount of the monthly service charges paid by Customer to Seller for the One Vision Services hereunder, for the twelve (12)-month period prior to the occurrence of the event giving rise to such liability. Such limit shall apply to the aggregate of all claims with regard to such One Vision Services. Seller's licensor does not and cannot control the quality of other parties' networks to which Seller or its licensor must interconnect. Therefore, Seller's licensor disclaims any and all liability that may arise from the performance, including failure, of other parties' networks. In no event shall Seller's licensor be liable for the fraudulent or illegal use of the One Vision Services by any of Customer's officers, employees, agents, clients, or any other person using the One Vision Services through Customer.

(b) **Certain Rules and Limitation of Use.** Customer agrees to comply at all times with any and all applicable local, state, and federal law, or the law of any country that may assert jurisdiction over the activity involved. Any content, material, message, or data made available or transmitted through the One Vision Services (regardless of where it is sent, viewed, received, or retrieved) that is in violation of any applicable law or regulation is strictly prohibited. Through the implementation of its own internal use policy and procedure, Customer shall use its best efforts to safeguard the One Vision Services provided hereunder to prevent use of the One Vision Services (i) to breach a computer security system without the consent of the owner, or to gain access to a system (protected or otherwise) without the consent of its owner; (ii) to intercept or cause the interception of, or to disclose, electronic communications, including e-mails; (iii) to post or transmit data that is threatening, obscene, indecent, or defamatory; (iv) to post or transmit any data that violates export control laws; or (v) to commit fraud or any other illegal activity. Furthermore, under no circumstances will Customer take any action that could result in any harm or damage to (a) Seller's licensor's network; (b) any other network(s); (c) Seller's licensor's premises; (d) Seller's or its licensor's equipment or software; or (e) any other customer of either Seller or licensor. In no event shall Seller's licensor be responsible for either the misappropriation or illegal use of the One Vision Services by Customer. Customer must, at all times, conform to Seller's licensor's Rules, which are set forth above as well as the Software Use Restrictions which are set forth below. It is important that Customer review these Rules regularly to ensure that it complies with them. If, for any reason, Seller or its licensor learns of or suspects inappropriate or illegal use of Seller's or its licensor's facilities, network, One Vision Services, or other networks accessed through Seller's or its licensor's network, or any other violation of the Rules, then Customer agrees that it will cooperate in any resulting investigation by Seller or the appropriate authorities. If any inappropriate or illegal use is found, and if Customer fails to cooperate with any investigation of such use, or if Seller's licensor, in its sole discretion, deems such action necessary to prevent imminent harm to the network or facilities of Seller's licensor or any third party or disruption to Seller's or its licensor's services, Seller's licensor may require Seller to immediately suspend or terminate the One Vision Services. Furthermore, upon written notice to Customer, Seller's licensor may modify or suspend the One Vision Services, as necessary, to comply with any law or regulation, as reasonably determined by Seller's licensor. Customer, on behalf of itself, its affiliates, successors, assigns, officers, directors, employees, and agents, agrees to indemnify, defend, and hold harmless Seller's licensor, successors, assigns, officers, directors, employees, and agents ("Seller Indemnified Parties") from and against any and all liabilities, losses, expenses and claims for personal injury or property damage arising from or relating to (i) any content used or transmitted by Customer or any users over the One Vision Services made against any of the Seller Indemnified Parties by any users taking through Customer, or (ii) Customer's or any such user's negligent acts or omissions, willful misconduct or breach of any of Customer's representations or obligations under this EULA.

(c) **Software License; Software Use Restrictions; No Resale; All Rights Reserved.** Seller's licensor grants to Customer a non-licensable, non-exclusive, and non-transferable license to use the software as the One Vision Services are provided for under this EULA. Customer shall not, in any way, re-sell, license, or allow any third party to use the One Vision Services and its software without receiving Seller's licensor's prior written consent. Except for the limited license rights granted in this Article III, Section 5(c), Seller's licensor reserves all rights in the software and the One Vision Services, and any modifications made thereto, including all title, ownership rights, intellectual property rights, trademark rights, copyrights, and software rights ("Proprietary Rights"), and it shall have the exclusive right to protect and enforce its Proprietary Rights in its products and One Vision Services. In furtherance thereof, to the fullest extent possible under applicable law, Customer agrees that it will not (i) make any copies or duplicates of any software without the prior written consent of Seller's licensor; (ii) disassemble, reverse assemble, decompile, reverse engineer, or otherwise attempt to decipher or reconstruct any source code (or the underlying ideas, algorithms, structure, or organization) from the software; (iii) modify or create any derivative works of the software (including, without limitation, translations, transformations, adaptations, or other recast or altered version); (iv) use, copy, sell, lease, sub-lease, rent, loan, assign, convey, or otherwise transfer the software, except as expressly authorized under this EULA; (v) distribute, disclose, or allow use of the software, in any format, through any time-sharing service, service bureau, network, or by any other means, to or by any third parties; (vi) violate any obligations of the Confidentiality provisions contained below; (vii) delete, alter, add to, or fail to reproduce in and on any product, One Vision Services, or software any trademark or copyright or other notices appearing in or on any copy, media, or package materials provided by Seller's licensor directly or through Seller; or (viii) permit or encourage any third party to do any of the foregoing. In the event that Customer breaches any of the software license restrictions and limitations set forth above, Seller's licensor may provide written notice to Customer directly or through Seller that if within ten (10) business days of Customer's receipt of a reasonably detailed written request to cure said breach, Customer fails to comply and cure said breach, then Seller's licensor may terminate, effective immediately, the software license granted hereunder, and shall be entitled to exercise all available and permitted rights hereunder. Upon such termination, Customer shall immediately pay all outstanding licensing and One Vision Services fees and termination charges, and it shall cease use of the software and One Vision Services. Seller's licensor shall have the right to monitor Customer locations to confirm compliance with the foregoing and to ensure that Customer is not using the software and/or One Vision Services in excess of the quantities authorized, or at locations other than those authorized. In the event such monitoring determines that Customer is using software and/or One Vision Services in excess of the quantities authorized, Seller and/or its licensor may bill Customer, and Customer will be required to pay, applicable charges for the excess quantities (which may be billed retroactively to the time of first use as reasonably determined by Seller and/or its licensor). In the event that such monitoring determines that Customer is using software and/or One Vision Services at locations other than those authorized, Seller and/or its licensor may require Customer to immediately cease such use or (at Seller's and/or its licensor's option) to execute a proper Solution Summary for One Vision Services at such location and

to pay any applicable charges arising therefrom (which may include retroactive charges to the time of first use as reasonably determined by Seller and/or its licensor).

(d) **Confidentiality.** Seller and Customer shall maintain the confidentiality of all information or data of any nature ("Information") provided to it by the other party hereto, provided that such Information contains a conspicuous marking identifying it as "Confidential" or "Proprietary" or is inherently of a confidential nature (i.e., customer, customer pricing, or cost data) ("Confidential Information"). For purposes of this Section, this EULA shall be considered "Confidential Information". Seller and Customer shall use the same efforts (but in no case less than reasonable efforts) to protect the Information it receives hereunder as it accords to its own Information. The above requirements shall not apply to Confidential Information which is already in the possession of the receiving party through no breach of an obligation of confidentiality to the disclosing party or any third party; is already publicly available through no breach of this EULA; or has been previously independently developed and documented by the receiving party. This EULA shall not prevent any disclosure of Confidential Information pursuant to applicable law or regulation, provided that prior to making such disclosure, the receiving party shall use reasonable efforts to notify the disclosing party of this required disclosure. Seller and Customer acknowledge that any breach or threatened breach of this Section by the receiving party may cause the disclosing party irreparable harm, which would not be adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach, the receiving party agrees that equitable relief, including temporary or permanent injunctions, is an available remedy in addition to any legal remedies to which the disclosing party may be entitled. At the request of the disclosing party at any time or from time to time, the receiving party shall, as promptly as practicable and in all cases within thirty (30) days of such request, deliver to the disclosing party all proprietary information of the disclosing party then in the receiving party's possession or under the receiving party's control or, in lieu thereof, receiving party may destroy all of receiving party's copies of such proprietary information and certify to the disclosing party in writing that such destruction has been accomplished.

(e) **No Warranty.** One Vision Services are provided on an "AS IS" basis, and Customer's use of the One Vision Services is at Customer's own risk. Seller's licensor does not make, and hereby disclaims any and all warranties of any kind, whether express or implied (including, but not limited to, any warranty of fitness for a particular purpose, merchantability, title or non-infringement, or any warranty arising from any course of dealing, usage or trade practice). Without limiting the foregoing, Seller's licensor does not warrant that the One Vision Services will be uninterrupted, error-free or completely secure.

**6. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND FOR THE AVOIDANCE OF ANY DOUBT, IN NO WAY WHATSOEVER IS SELLER OBLIGATED TO PROVIDE AN INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION FOR THE MANAGED SERVICES.

**7. TERM AND TERMINATION RIGHTS OF MANAGED SERVICES.**

(a) **Managed Services Term.** Unless a different term is specified on the pertinent Solution Summary, or in the Statement of Work corresponding to the pertinent Solution Summary, Seller will provide the applicable Managed Services for a term ("Managed Services Term") of one (1) year.

(b) **Termination Rights of Managed Services.**

1) **For Convenience.** Unless otherwise specified on the pertinent Solution Summary, or in the pertinent Statement of Work, Customer may terminate Managed Services, in whole or in part, upon providing Seller with thirty (30) days advance written notice; provided, however, that Customer shall be liable to Seller for the lesser amount due for Managed Services for (i) twelve (12) months; or (ii) the remainder of the Managed Services Term.

2) **For Cause.** Either Party may terminate the pertinent Managed Services included in a Solution Summary without liability to the other Party by providing written notice to such other Party if such other Party (a) fails to cure any material breach of the terms and provisions of the Agreement or the pertinent Managed Services included in the pertinent Solution Summary within a thirty (30)-day period after it has received from the non-breaching Party a written notice that details the breach and requests that the breach be cured; or (b) becomes insolvent or insolvency proceedings are instituted against such other Party.

**8. MANAGED SERVICES WARRANTIES; DISCLAIMERS.**

(a) **Managed Services Warranty.** Seller represents and warrants to Customer that the Managed Services will be performed in a professional and workmanlike manner by qualified personnel and in accordance with the terms and provisions of the Agreement and the pertinent Solution Summary. If the Managed Services have not been so performed and if within thirty (30) days after the performance of the Managed Services Customer provides to Seller written notice of such non-compliance, then Seller, at its option, will re-perform the Managed Services, correct the deficiencies, or render a prorated refund based on the original charge for the deficient Managed Services. The warranty remedies expressly provided in this Section will be Customer's sole and exclusive remedies for breach of warranty claims only.

(b) EXCEPT AS REFERENCED AND LIMITED IN THIS ARTICLE III, SECTION 8 OF ATTACHMENT A, NEITHER SELLER NOR ITS LICENSORS OR SUPPLIERS MAKE ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE MANAGED SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE MANAGED SERVICES WILL RENDER ANY PRODUCT SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER DISCLAIMS ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **ARTICLE IV – ADDITIONAL TERMS AND CONDITIONS SPECIFIC FOR MAINTENANCE SERVICES**

### **1. DEFINED TERMS OF ARTICLE IV.**

- (a) "Added Products" are those additional Customer-acquired products of the same type and manufacturer(s) as the existing Supported Products.
- (b) "End of Support" occurs when the manufacturer declares a Supported Product "end of life," "end of service," "end of support," "manufacture discontinue," or any similar designation.
- (c) "Extended Support" is the limited set of Maintenance Services provided by Seller when certain Supported Products are subject to End of Support.
- (d) "Host" is a third party service provider.
- (e) "Maintained Products" means collectively, the Supported Products and the Supported Systems
- (f) "New Software" includes patches, Updates, or feature upgrades for Supported Products.
- (g) "Personal Data" is personal data of any employee, customer, or other individual.
- (h) "Supported Products" are (1) all hardware and/or software identified on a Maintenance Services Order Form for which the Maintenance Services are to be provided; and (2) Added Products.
- (i) "Supported Sites" are the locations specified on a Maintenance Services Order Form or Statement of Work.
- (j) "Supported Systems" are the networks specified on a Maintenance Services Order Form, and/or a group of Supported Products.
- (k) "Replacement Hardware" is hardware that Seller provides as part of the Maintenance Services.
- (l) "Vendor Management" are certain functions Seller performs to instruct third party vendors, or request products or services on Customer's behalf from third party vendors, under Customer's supply contracts with such third party vendors.

### **2. PROVISION AND SCOPE OF MAINTENANCE SERVICES.**

- (a) **Order Form and Provision of Maintenance Services.** Seller will provide the Maintenance Services for Supported Products or Supported Systems at Supported Sites, as described further in the Solution Summary. The Price set forth on the pertinent Solution Summary is based on the port and item counts provided to Seller. If the actual quantities of ports that are maintained at the inception of the Solution Summary vary by more than five percent (5%) from the port count provided to Seller, and/or there is a discovery of additional items, Seller reserves the right to adjust the Price on the pertinent Solution Summary to reflect the actual quantities being maintained. Seller, at its discretion, will perform a true-up on a quarterly basis to reconcile future billing on any items that have been added (activated) or removed (deactivated) during the previous period.
- (b) **Title and Risk of Loss of Supported Products.** Except for Products sold by Seller to Customer under the terms and provision of this Agreement, title to the Supported Products will have passed to Customer pursuant to the terms and provisions of a separate agreement under which Customer originally obtained the Supported Products. Title to any Replacement Hardware (as defined in Article IV, Section 2(h) of this Attachment A) (if applicable) provided by Seller as part of the Maintenance Services will pass to Customer when installed. Customer bears the risk of loss, theft, destruction, or damage to the Supported Products (each, a "Loss"), and Customer will promptly provide Seller with written notice of any Loss that occurs. Customer, at its expense, will maintain insurance against Losses to the Supported Products for the full replacement value of the Maintained Products. Upon the request of Seller, Customer will provide Seller with evidence of this insurance.
- (c) **Monitoring.** Seller may electronically monitor Maintained Products for the following purposes: (i) to perform and analyze diagnostics from a remote location and to take corrective actions, if necessary; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) to assess Customer needs for additional products and/or Maintenance Services; and (v) as otherwise provided in the Statement of Work.
- (d) **Error Correction.** Some Maintenance Services options may include correction of Errors. An "Error" means a failure of a Supported Product to conform in all material respects to the manufacturer's specifications applicable when the Supported Product was originally purchased or originally licensed by Customer.
- (e) **Help Line Support.** Where the Maintenance Services include help line support, Seller will provide such help line support (e.g., service hours and target response intervals) in accordance with that which is indicated on the Solution Summary.
- (f) **Updates.** Where the Maintenance Services include the provision of Updates, Seller will make available to Customer such Updates as the manufacturer makes available to Seller. An "Update" is a change in software that typically provides maintenance correction only. An Update typically is designated as a change in the digit to the right of the second decimal point (e.g., n.y.[z]). Seller, at its option, will determine how to provide an Update (e.g., via a website, email, U.S. Mail, etc.). Updates may either be remotely installed by Seller (or its subcontractor) or delivered to Customer for installation by Customer.
- (g) **End of Support.** The Seller may discontinue or limit the scope of Maintenance Services on a Supported Product for which the manufacturer has declared End of Support. If Maintenance Services are discontinued for a Supported Product, the Supported Product will be removed from the Solution Summary and the Price adjusted accordingly. For certain Supported Products subject to End of Support, Seller may continue to offer Extended Support. Where Seller chooses to provide such Extended Support, the description of such Extended Support, and the fees associated therewith, will be available at the time notice is sent by Seller to Customer. These notices will communicate information such as Extended Support eligibility, Extended Support alerts related to parts shortages, and end of Maintenance Services (including Extended Support) eligibility.
- (h) **Replacement Hardware.** Replacement Hardware may be new, factory reconditioned, refurbished, re-manufactured, or functionally equivalent. Replacement Hardware, if not new, will be warranted the same as new hardware and will be equivalent to new in its performance. Replacement Hardware will only be furnished on an exchange basis. Immediately upon Customer's receipt of Replacement Hardware, or installation of the Replacement Hardware by Seller, as applicable, the hardware being replaced by Seller will become the property of Seller. Seller represents and warrants that all Replacement Hardware will be free of defects in design, materials, and workmanship. In addition, if Seller is not the manufacturer of such Replacement Hardware, Seller will make available to Customer all warranties provided by the manufacturer for such Replacement Hardware.
- (i) **Added Products.** If Customer acquires Added Products and locates such Added Products with existing Supported Products at a Supported Site, the Added Products will automatically be added to the Solution Summary at the then current fees charged by Seller as of the date on which the Added Products are first co-located with the Supported Products and for the remainder of the Maintenance Term

(as hereinafter defined). Added Products purchased from a party other than Seller are subject to certification by Seller at its then current certification rates. If an Added Product fails certification, Seller may choose not to add such Added Product as a Supported Product.

(j) **General Limitations.** Unless a Statement of Work provides otherwise, Seller will only provide Maintenance Services on software for (i) the unaltered current release of such software, and (ii) the prior release of such software. The following items are included in the Maintenance Services only if the Statement of Work specifically includes them: (i) support of user-defined applications; (ii) support of Supported Products that have been modified by a party other than Seller (except for installation of standard, self-installed Updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Supported Products; (vi) correction of Errors arising from causes external to the Supported Products (such as power failures, power surges, or lightning strikes); (vii) Maintenance Services for Supported Products that have been misused, used in breach of the terms and provisions of their respective license, improperly installed or configured, or that have had their serial numbers altered, defaced, or deleted; and (viii) correction of Errors, the cause of which occurred prior to the commencement of Maintenance Services pursuant to the terms of the pertinent Solution Summary.

### 3. CUSTOMER RESPONSIBILITIES FOR MAINTAINED PRODUCTS.

(a) **Provision of Supported Products and Supported Systems.** Customer will provide all Supported Products, Supported Systems, and Supported Sites. Customer continuously represents and warrants that (i) Customer is either the owner of, or is authorized to access and use, each Supported Product, each Supported System, and each Supported Site; and (ii) Seller and its suppliers and subcontractors are authorized to do the same to the extent necessary to provide the Maintenance Services in a timely manner.

(b) **Moves of Supported Products.** When Customer seeks to move any Supported Product, Customer will notify Seller. Only Seller or its authorized agent may move Supported Products. Seller may charge additional amounts to recover any additional costs incurred in providing the Maintenance Services that result from the move of Supported Products by a party other than Seller or its authorized agent.

(c) **Access to Personal Data.** If Customer expressly instructs Seller in writing to either (i) access Personal Data contained in any Supported Product or Supported System, or (ii) provide Customer or a third party identified by Customer with access to such Personal Data, Customer will indemnify Seller and its owners, officers, directors, employees and agents against, and will hold each of them harmless from, any and all liabilities, costs, damages, judgments and expenses (including costs and reasonable attorneys' fees) arising out of Seller's accessing or providing access to Personal Data in accordance with Customer's written instructions.

(d) **Identification of Maintained Products.** Customer will not remove any identification tags or other markings from any Maintained Product.

(e) **Vendor Management Authorization.** Where Seller is to perform Vendor Management functions, Customer will provide Seller with a letter of agency or similar document, in a form that is reasonably satisfactory to Seller, that authorizes Seller to perform the Vendor Management. Where the third party vendor's consent is required for Seller to be able to perform the Vendor Management in a timely manner, Customer will obtain the written consent of the third party vendor and will provide Seller with a copy of such written consent.

(f) **Third Party Hosting.** For Maintenance Services that include monitoring, in the event that one (1) or more network address(es) to be monitored by Seller are associated with systems owned, managed, and/or hosted by a Host, Customer will (i) notify Seller of the Host prior to commencement of the Maintenance Services; (ii) obtain Host's advance written consent for Seller to perform the Maintenance Services on Host's computer systems and provide to Seller a copy of such written consent; and (iii) facilitate necessary communications between Seller and Host in connection with the Maintenance Services.

4. **SOFTWARE LICENSES OF MAINTAINED PRODUCTS.** Where the Maintenance Services include providing New Software, the New Software will be provided subject to the license grant and restrictions contained in the original agreement under which Customer licensed the original software for which the New Software is provided. Where there is no existing license for the original software, New Software will be provided subject to the current license terms and restrictions of the manufacturer for the New Software. New Software may include components provided by third party suppliers that are subject to their own end user license agreements. Customer may install and use these components in accordance with the terms and conditions of the end user license agreement accompanying such components, whether the terms and conditions of the end user license are in "shrinkwrap," "clickwrap," or some other form.

### 5. TERM AND TERMINATION RIGHTS OF MAINTENANCE SERVICES.

(a) **Maintenance Services Term.** Unless a different term is specified on the pertinent Solution Summary, Seller will provide the applicable Maintenance Services for a term ("Maintenance Term") of one (1) year. Following the expiration of the Maintenance Term, Maintenance Services will automatically renew for successive one (1) year periods (each a "Maintenance Renewal Term") at the Price set forth in the pertinent Solution Summary for each respective Supported Product, unless, at least thirty (30) days prior to the expiration of the Maintenance Term or the applicable Maintenance Renewal Term, Customer or Seller provides the other with written notice of its intent not to renew.

(b) **Termination Rights of Maintenance Services.**

1) **For Convenience.** Unless otherwise specified on the pertinent Solution Summary, Customer may terminate Maintenance Services, in whole or in part, upon providing Seller with thirty (30) days advance written notice; provided, however, that Customer shall be liable to Seller for the lesser amount due for Maintenance Services for (i) twelve (12) months; or (ii) the remainder of the Maintenance Term or the applicable Maintenance Renewal Term.

2) **For Cause.** Either Party may terminate the pertinent Maintenance Services included in a Solution Summary without liability to the other Party by providing written notice to such other Party if such other Party (a) fails to cure any material breach of the terms and provisions of the Agreement or the pertinent Maintenance Services included in the pertinent Solution Summary within a thirty (30)-day period after it has received from the non-breaching Party a written notice that details the breach and requests that the breach be cured; or (b) becomes insolvent, or insolvency proceedings are instituted against such other Party.

### 6. MAINTENANCE SERVICES WARRANTIES; DISCLAIMERS.

(a) **Maintenance Services Warranty.** Seller represents and warrants to Customer that the Maintenance Services will be performed in a professional and workmanlike manner by qualified personnel and in accordance with the terms and provisions of the Agreement and the pertinent Solution Summary. If the Maintenance Services have not been so performed, and if within thirty (30) days after the performance of the Maintenance Services Customer provides Seller with a written notice of such non-compliance, then Seller, at its option, will re-perform the Maintenance Services, correct the deficiencies, or render a prorated refund based on the original Price for the

deficient Maintenance Services. The warranty remedies expressly provided in this Article IV, Section 6 of Attachment A will be Customer's sole and exclusive remedies for breach of warranty claims only.

(b) EXCEPT AS REFERENCED AND LIMITED IN THIS ARTICLE IV, SECTION 6 OF ATTACHMENT A, NEITHER SELLER NOR ITS LICENSORS OR SUPPLIERS MAKE ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE MAINTENANCE SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE MAINTENANCE SERVICES WILL RENDER A SUPPORTED PRODUCT OR SUPPORTED SYSTEM SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER DISCLAIMS ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

# QUOTE



9931 E. Grand River Ave.  
 Brighton MI 48116  
 810-231-5555

Quote #
3907

Date
2/25/2016

ACCOUNTS PAYABLE  
 LIVINGSTON COUNTY INFORMATOIN  
 TECHNOLOGY  
 304 E GRAND RIVER AVE  
 STE 101  
 HOWELL MI 48843

P.O. No.	Terms	Shipping	Job Number
	Net 30		

Description	Qty	Cost	Total
*****Access Point Drops for Old Jail Refurb*****			
AP DROPS IN HIGH CEILING AREAS MAX/FEMALE/DORM CELLS - Cat 6 non-plenum solid copper network drop - includes termination on both ends, wall plate and jack included.	14	150.00	2,100.00
AP DROPS IN STANDARD HEIGHT CEILINGS/HALLS - Cat 6 non-plenum solid copper network drop - includes termination on both ends, wall plate and jack included.	40	135.00	5,400.00
OPTIONAL - Basic install of AP during termination	54	7.00	378.00
****OPTIONAL install j-hook support every 5 feet****			
ESTIMATED J-hook Material Cost (\$2.50 ea qty 150 3/4" j-jhook - \$4.00 each qty. 55 2" j-hook)	1	595.00	595.00
ESTIMATED j-hook labor installation (\$3 per installed hook - 205 hooks)	1	615.00	615.00

<b>Subtotal</b>	\$9,088.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$9,088.00

All Quotes Valid for 60 Days



9931 E. Grand River Ave.  
 Brighton MI 48116  
 810-231-5555

# QUOTE

Quote #
3906

Date
2/25/2016

ACCOUNTS PAYABLE  
 LIVINGSTON COUNTY INFORMATOIN  
 TECHNOLOGY  
 304 E GRAND RIVER AVE  
 STE 101  
 HOWELL MI 48843

P.O. No.	Terms	Shipping	Job Number
	Net 30		

Description	Qty	Cost	Total
*****Network Drops for Old Jail Refurb***** ****Assumes conduit and box provided at each location by EC*****			
GENERAL DROPS - Cat 6 non-plenum solid copper network drop - includes termination on both ends, wall plate and jack included.	17	125.00	2,125.00
WALL PHONE DROP - Cat 6 non-plenum solid copper network drop - includes termination on both ends, wall plate and jack included.	1	125.00	125.00
PRINTER DROP Cat 6 non-plenum solid copper network drop - includes termination on both ends, wall plate and jack included.	1	125.00	125.00
OPTIONAL DESK PHONE DROPS (not required if using phone as pass-through switch) - Cat 6 non-plenum solid copper network drop - includes termination on both ends, wall plate and jack included.	8	125.00	1,000.00
****OPTIONAL install j-hook support every 5 feet****			
ESTIMATED J-hook Material Cost (\$2.50 ea qty 75 3/4" j-jhook - \$4.00 each qty. 30 2" j-hook)	1	312.50	312.50
ESTIMATED j-hook material costs (\$2.5 per installed hook - 105 hooks)	1	262.50	262.50

<b>Subtotal</b>	\$3,950.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$3,950.00

**All Quotes Valid for 60 Days**