



Quote
8093

Created Date: 11/23/2012
Revision Date: 4/11/2014
Customer Initials: _____

Phone: (440) 575-6000 Fax: (440) 892-2094
27881 Lorain Rd
North Olmsted, OH 44070

Prepared for:
Brian Chase (440) 593-7260
Conneaut Area City Schools
400 Mill Street, Suite B
Conneaut, OH 44030

Prepared by: Jarad Whiteside
Account No.: 3465
Account Phone: (440) 593-7200

Scope of Work

This is a Laketec Communications quote for Aruba Networks Enterprise ClearPass License for 500 users and 3 year support.

| Qty. | Description | Sell | Total |
|------|--|-------------|------------|
| 1 | Aruba Cp Am 500 Virtual Appl Radius/Tacacs+ server -Notes- | \$6,500 .00 | \$6,500.00 |
| 1 | Arubacare Next Day Support For Cp-Va-500 (3 Year) | \$3,160 .00 | \$3,160.00 |

Payment Terms: Net 30

Quote Expiration: 1/7/2014

Thank you for giving us the opportunity to earn your business.

| | |
|----------------|-------------------|
| Item Total: | \$9,660.00 |
| Tax at 0.000%: | \$0.00 |
| Total: | \$9,660.00 |

The following parties agree to the above proposal and following terms and conditions.

Conneaut Area City Schools

Laketec Communications Inc.

Accepted by: _____

Accepted by: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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Customer Initials: _____**Terms and Conditions:**

1. Coverage. Laketec Communications Inc., hereafter referred to as LCI, as an authorized Reseller of Avaya, ShoreTel, and Nortel customer agree that the following terms and conditions will govern Customers order for the sale of Products and/or provision of Services to Customer by LCI referenced in this agreement and any subsequent oral or written order accepted by LCI. Any specific terms and conditions from the body of this proposal will supersede the following. LCI reserves the right to refuse to accept this or any subsequent Customer order at its discretion.
 2. Installation and delivery. If LCI accepts this order, LCI will deliver, or cause to be delivered, the Products identified in this Agreement and, if Customer so elects, will install the Products for which installation charges are set forth in this Agreement. Customer agrees to provide, at its sole expense, the proper environment and electrical and telecommunication connections for the Products being provided by LCI. If customer delays delivery or installation by more than thirty (30) days, Customer will pay balance of Equipment/Software. In addition, Service charges are subject to change from such delays or if LCI encounters non-standard installation issues beyond its control. LCI, if Customer so elects, may install, move or service Customer provided equipment. Customer agrees to hold LCI harmless for any responsibility or liability for the improper operation or failure to operate of such Customer provided equipment after LCI has installed, moved or serviced such equipment.
 3. Wiring. Charges for wiring are based on standard wiring conditions unless otherwise specified in this Agreement. If unforeseen non-standard wiring conditions exist, Customer will be notified of any additional charges, and will agree to pay for such additional charges, prior to commencement of the work.
 4. Price and Payment. Unless otherwise quoted the following represents the payment terms. If installation is not provided by LCI, Customer agrees to pay all amounts due under this Agreement upon delivery of Product. If installation is provided by LCI, Customer agrees to pay fifty percent (50%) on contract signing, forty percent (40%) at system installation, and ten percent (10%) after acceptance. Customer agrees to pay late charges of one and one half percent (1.5%) of the overdue amount per month or the maximum lawful amount, whichever is less.
 - 4a. Customer agrees to pay any outstanding balance owed to LCI prior to work being performed.
 5. Cancellation. If all or a portion of this Agreement or any subsequent order is canceled by Customer, Customer agrees to pay (a) any shipping charges, plus (b) a cancellation charge equal to fifteen percent (15%) of the canceled Products' total purchase price, plus (c) any services or labor already performed by LCI.
 6. Taxes. Customer agrees to pay all taxes when invoiced.
 7. End User License and Limited Warranty. Each manufacturer warrants to Customer that Products will be in good working order during the warranty period provided by the manufacturer of each Product and refund the Product purchase price, excluding installation costs. LCI's obligations under this Limited Warranty are contingent on Customer's full payment of the Product purchase price.
 8. Warranty Limitations and Exclusions. LCI'S OBLIGATION TO REPAIR, REPLACE OR REFUND PRODUCTS AS SET FORTH ABOVE IS CUSTOMER'S EXCLUSIVE REMEDY. LCI, ITS AFFILIATES AND SUPPLIERS MAKE NO WARRANTIES EXPRESS OR IMPLIED. LCI EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
 9. Warranty Support. LCI will provide remedial warranty service between 8:00 a.m. and 5:00 p.m., Monday through Friday (EST), excluding LCI holidays ("coverage period"). LCI will commence remedial warranty service for failures that LCI Determines materially affect the operation of Customer's telecommunications system within four (4) Coverage Period hours of notification. LCI will commence remedial maintenance service for other problems within twenty-four (24) hours of notification, except that work will be performed only during the Coverage Period. LCI will attempt to isolate the cause of the failure and will commence remedial measures, including remote diagnostics and programming. LCI will coordinate with the appropriate manufacturer for the replacement of inoperative components via express carrier, and, if appropriate, the dispatch of a technician to Customer's premises. Labor is not included after system "in service" date.
 10. Customer Responsibilities. The Customer: (a) agrees to provide the proper environment according to the manufacturer's specifications (b) agrees to provide the proper electrical and telecommunications connections, including LCI approved surge protection devices and proper grounding on an electrical circuit free of surge inducing devices (c) provide all patching, painting, concrete, and other openings, conduit floor reinforcements or other mechanical modifications pertinent to this installation. (d) agrees not to violate LCI supplier's intellectual property rights including through breaches of a software license or reverse engineering, (e) Customer warrants that it is the owner of any equipment covered by this Agreement and/or authorized to enter into this Agreement, (f) agrees to fully cooperate with LCI's efforts including but not limited to providing access to the equipment, providing a complete description of malfunction symptoms and performing any reasonable diagnostic steps LCI may request, (g) agrees to return any defective component to LCI.
 11. Warranty No Trouble Found. If LCI finds that a customer reported a problem was caused by (1) telephone company facilities, (2) Customer provided equipment connected to the telephone system, (3) user programming errors, or otherwise finds that no trouble exists, Customer agrees to pay LCI the current Time and Material rate for services performed by LCI.
 12. Warranty Coverage Exclusions. Customer requested equipment moves, adds, and changes are not covered by the Limited Warranty. Remedial maintenance required to repair damages, or service failures caused by the following are not covered by the Limited Warranty: (a) failure to follow the manufacturer's installation, operation or maintenance instructions, (b) failures or malfunctions due to Customer abuses, misuses, or negligent acts, fire explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, or other causes beyond LCI's control, whether or not similar to the foregoing, (c) failure due to Customer or third party alterations, moves, changes, programming or repairs, (d) cosmetic repairs, including but not limited to chips, dents, scratches, or breaks in stands, housing, switches, labels, shells, faceplates, paint or other parts of the equipment, (e) lightning damage, unless a lightning protection device is specifically listed in this Agreement, (f) wiring failures, unless wiring is specifically listed in this Agreement.
 13. Limitation of Liability. THE LIABILITY OF LCI, ITS AFFILIATES AND SUPPLIERS FOR ANY CLAIMS, LOSSES, DAMAGES OR EXPENSES FROM ANY CAUSE WHATSOEVER (INCLUDING ACTS OR OMISSIONS OF THIRD PARTIES) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF: (1) THE DIRECT DAMAGES PROVEN; OR (2) THE REPAIR COST, REPLACEMENT COST, OR PURCHASE PRICE AS THE CASE MAY BE OF THE PRODUCT THAT DIRECTLY GIVES RISE TO THE CLAIM. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, NEITHER LCI, ITS AFFILIATES, SUPPLIERS, NOR SUBCONTRACTORS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS CONTRACT OR IN CONNECTION WITH THE USE OR OPERATION OF THE PRODUCT OR SERVICES PROVIDED OR SOLD.
 14. Security Interest, Risk of Loss. LCI or its assignee shall have a purchase money security interest in the Products until all charges, including installation and shipping charges are paid in full. Customer agrees to execute an deliver all documents requested by LCI to protect and maintain LCI's security interest and further agrees to permit LCI to peacefully enter its premises to remove any products in the event the Customer is in default of its payment obligation. In the event LCI repossesses any products under this section, Customer shall be entitled to a credit in the amount of the fair market value of the repossessed Products, subject to the cancellation charge described above. Customer shall be liable to LCI for any costs, including reasonable attorneys' fees LCI incurs to collect any amounts due and owing under this Agreement. Risk of loss shall pass when Product is delivered to the Customer's premises.
 15. Toll Fraud. LCI OR ITS SUPPLIERS DOES NOT WARRANT THAT THE PRODUCTS WILL PREVENT, AND LCI OR ITS SUPPLIERS WILL NOT BE RESPONSIBLE FOR UNAUTHORIZED USE (OR CHARGES FOR SUCH USE) OF COMMON CARRIER SERVICES OR OTHER CHARGES FOR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE HARDWARE OR SOFTWARE.
 16. Recruitment of Employees. Customer agrees that LCI employees are valuable assets and resources necessary for LCI's business. Customer agrees that they shall not directly or indirectly solicit, hire or contract with any LCI employee during their employment with LCI and for a period of one (1) year following such employment.
 17. Assignment. The rights and obligations set forth in this Agreement are not assignable by Customer without LCI's prior written consent, which consent shall not be unreasonably withheld. LCI may, at its discretion, assign its rights and delegate its duties under this Agreement.
 18. Miscellaneous. The construction, interpretation and performance of the Agreement shall be governed by the local laws of the State of Ohio, without giving effect to choice-of-law doctrines. Any disputes arising from this Agreement or Products or Services provided shall be resolved only by courts of competent jurisdiction located in the State of Ohio, except for actions to enforce LCI's security interest which may be brought in courts located in the state where the Products are located. If any portion of the agreement is found to be invalid or unenforceable, the parties agree that the remaining portions shall remain in effect. No action or proceeding against LCI shall be commenced later than twelve (12) months after the cause of action arises.
- Unless otherwise stated in this proposal, new systems will be cut-over after hours Monday through Friday. All training will be conducted Monday through Friday between 8:00 a.m. - 5:00 p.m. LCI will set up the customer-provided training room before the first scheduled training class and return it to its previous set-up at the conclusion of the final training class. It is the customer's responsibility to make the room available for training throughout this period of time.
- Unless otherwise stated in this proposal, existing cabling will be re-used. If new cabling is required, additional charges may apply. Customer will be billed on a time and materials basis if problems are found with existing cab and extensive troubleshooting is required during installation. If new cabling is required, LCI will provide a written estimate and create a change order for the customer's approval.
- If the customer requires an anti-virus software to be loaded onto any LCI provided equipment, the customer or their network administrator will be required to exclude the LCI software applications within the anti-virus software as a requirement of the this project.
- Unless otherwise stated in this proposal, labor costs include travel expensed for locations within Northern Ohio. Travel expenses for locations outside of Northern Ohio will be billed separately on a per diem basis. In order to protect the customer, all ongoing maintenance and support agreements will automatically renew for one year unless LCI is specifically notified in writing that this agreement should be cancelled.
19. Proprietary Information. All proprietary data, confidential information and trade secrets of LCI obtained by Customer in connection with this Agreement are and shall remain the property of LCI. Customer agrees not to use such information or disclose such information. Customer further acknowledges that the unauthorized use or disclosure of such information will create a risk of irreparable harm to LCI and that injunctive relief may be issued against Customer to prevent such harm.
 20. Entire Agreement. THIS AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, OR UNDERSTANDINGS WHETHER WRITTEN OR ORAL.
 21. Renewal. All Laketec recurring contracts will be automatically renewed for an additional twelve (12) month term at a 4% increase unless either party terminates the Agreement, in writing, at least thirty (30) days prior to the anniversary date.
 22. Cancellation. If any recurring contract is canceled prior to the expiration date, customer is responsible for paying any remaining labor hours at LCI's full rate of \$200 per hour.