

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR WIRELESS TOWER LINKS
(Insight Public Sector, Inc.)
(US Communities Government Purchasing
Alliance 4400006644 RFP2000001701)**

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Insight Public Sector, Inc.**, (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

A. As described in the attached Statement of Work #22461420, dated November 13, 2017 and marked Exhibit "A," which is incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and will expire upon the completion of the services or when terminated pursuant to paragraph X. below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amounts under this agreement are \$71,437.00 for related goods and services. Only services that are needed will be ordered pursuant to the attached Exhibit "A."** The not-to-exceed fixed fee amount may only be revised by an addendum or change order and must be approved by the Williamson County Commissioners Court. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	
COVERAGE	PER PERSONPER OCCURRENCE

Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Statement of Work #22461420, dated November 13, 2017 and marked Exhibit "A," which is incorporated herein as if copied in full; and

B. Insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access

confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

SERVICE PROVIDER:

Insight Public Sector, Inc.

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Date: _____, 20____

Date: March 28, 2018

Exhibit "A"
Statement of Work

November 13, 2017

U.S. Communities Government Purchasing Alliance 4400006644
(RFP2000001701)
Statement of Work # 22461420

WIRELESS TOWER LINKS

1 PARTIES

"Insight"

Insight Public Sector, Inc.
6820 S. Harl Avenue
Tempe, AZ 85283
Attn: Scott Trinkle

"Client"

Williamson County
701 S. Main Street
Georgetown, TX 78626
Attn: Chris Ball

2 SCOPE OF SERVICES

Insight is pleased to perform the following services ("Services") under the terms and conditions of this Statement of Work ("SOW").

2.1 Service Description

The following is a high-level description of the Services Insight will provide:

- Design and deploy a wireless network architecture in alignment with industry best practices
 - Implement 1 Gbps Licensed Microwave wireless PTP wireless link

2.1.1 Location

The Services will be performed at the following Client location(s):

- 701 S. Main Street, Georgetown, TX

2.1.2 Scope and Approach

Insight will perform the following Services:

Review

Wireless

Architecture Design and Deploy

- Determine and document wireless network requirements
- Identify and document key user communities and applications
- Gather existing network diagrams and other documentation describing the current technical environment
- Review Client security requirements that impact wireless network configuration and operation
- Review current network architecture and design
- Confirm project objectives, assumptions, and scope
- Identify issues and risks
- Identify wireless Client devices to be used
- Review Access Point ("AP") complex physical installation locations

- Review bridge AP Power over Ethernet ("PoE") availability

Plan

Wireless

Architecture Design and Deploy

- Develop implementation plan to align with Client needs
- Create test plan to validate configuration and function
- Agree upon change control process to minimize impact of the changes

Design

Wireless

Architecture Design and Deploy

- Develop a detailed design for wireless security based on wireless Client devices
- Develop a detailed wireless architecture design to include the following:
 - Physical connectivity considerations
 - Develop a link budget for each of the 4 links to determine expected throughput and antenna size to achieve desired bandwidth and availability
 - Review information provided and perform in field survey of the locations where equipment will be installed (field survey to occur at time of installation)
 - Determine use of existing installation materials to include antenna mounts, cable, and cable routing paths
 - Register the licenses for the 4 links with the FCC
 - Perform reviews of the design and estimates with Client as required
- Design 4 bridge links with 8 APs

Implement

Wireless

Architecture Design and Deploy

- Order and inventory all equipment provided in the bill of materials
- Install 1 new outdoor grade Cat6 cable with shielded connectors at each of the 8 radio locations
- Perform de-installation of 6 existing antennas
 - Client will de-install the 2 SLED mounted antennas
- Install 2 non-penetrating SLED mounts (Taylor and Jester locations)
- Install radios and antenna on mast and brackets
 - Installation will use an existing stand-off bracket for each radio at the tower location
- Weatherproof all connectors
- Install ground wire and surge protection
- Align antennas between sites to achieve link budget requirements
- Perform post installation testing
- Provide installation documentation to Client

Operate***Wireless******Architecture Design and Deploy***

- Identify future network considerations

2.2 Project Management

Insight will provide the following project management and technical direction:

Project Manager

- Serve as the primary point of contact on all project issues, needs, and concerns
- Provide team leadership and guidance
- Facilitate kickoff meeting to review scope and project expectations, discuss IT infrastructure design, assess Client readiness (hardware, software, infrastructure pre-requisites, etc.), discover any possible problems/risks, formulate an appropriate work breakdown structure for primary project tasks, and create project timeline/schedule (including potential downtimes and maintenance windows)
- In conjunction with Client, measure and communicate weekly progress against mutually agreed-upon milestones
- Maintain a project log to proactively identify and communicate key decisions made, actions items to be completed, and risks/issues that may impact scope, schedule, budget or business performance, and mitigate and/or escalate any critical risks or issues under Insight's control
- Manage Client expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Schedule and conduct project team update/status meetings
- Prepare written status reports for Client at mutually agreed-upon intervals
- Monitor and manage changes to the project's scope, budget, schedule, and resources; complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Prepare and maintain program reports, schedules, issues log, communication plans, and other relevant program Deliverables

2.3 Deliverables

Insight will provide the following Deliverables:

Overall Project***Wireless******Architecture Design and Deploy***

- Detailed wireless architecture design and deployment report containing the following:
 - Requirement summary
 - Wireless network design and configuration details
 - Implementation, migration, and test plans
 - Configuration backups

Project Manager

- Communications/escalation contact list
- Weekly status reports on the process of the project

2.4 Insight Responsibilities

Insight is responsible for the following:

1. Insight will provide the applicable and necessary labor, supervision, maintenance, consultation, and/or materials to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, "Deliverables" means any materials produced in the course of performing Services listed or specifically required to be delivered to Client under this SOW.

2.5 Client Responsibilities

The estimated duration and associated fees presented in this SOW are based on the following Client Responsibilities. Should any element(s) of these be lacking during execution of Services, additional time, associated fees, and expenses may be required.

Client is responsible for the following:

1. Client shall be responsible to provide a project point of contact with decision-making authority to support the scope of services described in this SOW and shall ensure that the proper personnel are reasonably available to review each completed Milestone, Service or Deliverable upon notification of completion by Insight.
2. If applicable, Client will provide site contacts for each Client location. Each such contact will provide Insight with applicable details regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Client IT, for the duration of the project.
3. Client will provide Insight the necessary access to internal experts, location(s), critical systems, applications, workspace, and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc., as applicable) required at each field location to complete the project. Access to Client systems will be provided to Insight via either on-site direct access or remote/VPN access. If Client does not allow remote/VPN access to Client systems and remote work is necessary, then Client will make local resources available to be utilized by Insight to accommodate for this lack of access. If Client cannot provide access or local resources, then additional project duration, labor hours, and others costs may be incurred and due to Insight by Client.
4. If applicable, Client will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.
5. Client is responsible for all product and material, including distribution and transport of Client-owned product and material, unless otherwise specified in writing. Product and material is defined as any item purchased, owned and/or provided by Client (or others) that Insight is required to use for fulfillment of any Services described herein.
6. If applicable, Client is responsible for providing adequate and secure onsite storage for all Client-owned product and material unless otherwise specified in writing.
7. If applicable, Client will be responsible for: (a) back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) computer system and network designs; and (c) component selection as it relates to the performance of the computer system and/or the network.
8. Client is responsible for maintaining physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Client's information on all applicable Client computing systems used to store or transmit Client's information, in accordance with current applicable industry standards and best practices.

9. Client is responsible for managing and maintaining: (a) reasonable firewalls and, if appropriate, encryption; (b) regular back-ups of Client's information; and (c) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls).
10. Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight in order to provide Services as described, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Client's information, documentation and technology, necessary for Insight to perform the Services as described, including a list of all Client and third-party contacts necessary for Insight to do so. Such cooperation, input, access, and license are critical to this project, and Client's representation at all review meetings is essential. If applicable, Insight is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Client Technology solely for the purposes of delivering the Services to Client. "Client Technology" shall mean any intellectual property owned by Client that will be used by Insight in performing the Services under this SOW.

2.6 Resource Team

Project Sponsor, Williamson County– Chris Ball
Services Account Executive, Insight – Scott Trinkle
Account Executive, Insight – Christine Ricker
Services Director, Insight – John Brooks
Services Manager, Insight – Jennifer Pless
SOW Prepared by, Insight – Scott Trinkle and Danielle Lonson

2.7 Change Request Procedure

If an alteration to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, is identified by either party; it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form, which is incorporated into this SOW as Attachment 1. Each party's respective management will review the form to determine whether a modification to the scope is necessary and what effect the implementation of such change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. Estimated turn-around time for such determination is 5 days. If both parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both parties. If either party rejects a request for a change in scope or if the parties cannot agree on an adjustment, Insight shall proceed to fulfill its obligations in accordance with this SOW as previously agreed upon.

Note: When contract 4400006644 (RFP2000001701) expires, no Change Requests for additional Services will be accepted.

3 SCHEDULE

3.1 Start Date

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of 20 business days from receipt of both documents may be required for scheduling purposes.

3.2 Estimated Duration

The Project's duration will be approximately 2 weeks.

4 PRICING/INVOICING

4.1 Fixed Fee

As consideration to Insight for performance of the Services, Client shall pay Insight the following fixed fee:

Services Category	Insight List Price	Minimum Contract Discount	Maximum Contract Price	Actual Fixed Fee
Consulting Services	\$110,080.00	15%	\$93,568.00	\$71,437.00
Total Fixed Fee				\$71,437.00

The total amount paid to Insight will not exceed the total fixed fee without the prior written approval of Client. Client will not reimburse Insight for travel expenses, if any are required. Client will reimburse Insight for any taxes incurred. If Client believes they are tax-exempt and/or the services provided are not subject to any taxes, Client will provide Insight with the proper documentation required by the taxing jurisdiction where the services are performed.

4.2 Pricing Notes

1. Pricing is valid for 30 days from the date of this SOW.
2. Pricing and estimated time to complete this engagement are based upon Client providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project.
3. Client acknowledges that cancellation of this engagement may cause Insight to incur non-refundable travel expenses and other costs. Accordingly, if Client cancels this engagement less than 10 business days, but more than 3 business days prior to the start date of this engagement, Client shall pay Insight the fees equivalent to 10% of the total cost of this engagement, or \$2,500, whichever is less. If Client cancels this engagement less than 3 business days prior to the start date of this engagement, Client shall pay Insight all fees due for this engagement as if it had been fully performed or \$12,500, whichever is less. Such cancellation shall be in writing and shall be effective when received by Insight.
4. If an Insight engineer arrives on site per an agreed-upon schedule and is unable to start or complete the project due to any Client, site, and/or equipment issues, a fee equal to time expended and applicable travel expenses will be incurred. Insight will have 10 business days to schedule the return visit, if required.
5. This SOW assumes Services will be performed over a consecutive timeframe unless otherwise provided herein.
6. Insight is not responsible for delays or repeated tasks caused by factors outside Insight's control. These factors include, but are not limited to, availability of Client personnel, equipment, and facilities. Client will compensate Insight for any out-of-scope work requested by Client on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).
7. In order for Insight to accept Purchase Orders against this contract, Client must be registered with the U.S. Communities Government Purchasing Alliance. Registration can be completed by going to www.uscommunities.org.

4.3 Invoicing

Insight will invoice Client monthly for Services performed based upon a percentage complete, plus any taxes incurred (if applicable).

5 22SPECIAL TERMS, CONDITIONS AND ASSUMPTIONS

5.1 Order of Precedence

Where the terms and conditions of this SOW conflict with the terms and conditions of the U.S. Communities Contract 4400006644 (RFP2000001701), the terms and conditions of Contract 4400006644 (RFP2000001701) shall prevail.

5.2 Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

5.3 Business Hours

Work will be performed during normal business hours unless otherwise mutually agreed upon. Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays.

5.4 Project-Specific Assumptions

The estimated duration and associated fees presented in this SOW are based on the following assumptions. Should any element(s) of these be lacking during execution of the Services, additional time, associated fees, and expenses may be required.

1. This SOW assumes 1 site for wireless architecture design and deployment services.
2. This SOW assumes 1 WLAN will be designed/deployed.
3. Insight will provide an inventory spreadsheet of product and material pre- and post-installation that will be submitted as part of the Deliverables (if specified in the Deliverables section). However, Insight is NOT responsible for Client-owned product and material during any phase of the project/program.
4. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
5. Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Client, such services may be performed by Insight only to the extent permitted by applicable law and will be subject to a change request for additional services.
6. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.
7. This engagement does not include:
 - a. Wireless RF assessment services
 - b. Wireless architecture assessment services
 - c. Wireless RF design services
 - d. Electrical or cabling services
 - e. Formal user training

5.5 Constraints

Work that is not included in the Scope section is considered to be out of scope. Any out of scope work must be verified and pre-authorized by Insight prior to commencement through the Change Request process.

5.6 Reference

Upon successful completion of the engagement, Insight may use the Project as a reference for external purposes. This may include verbal endorsements, printed advertisements, and other marketing references to prospective customers and third parties. Any reference activity will be mutually agreed upon in writing by Insight and Client.

5.7 Case Study

Upon successful completion of the engagement, Insight may ask Client to serve as an account case study for Insight. If Client agrees, Insight will prepare a marketing release for publication of non-confidential aspects of the Project (to be reviewed in advance by Client), in conjunction with Client's name.

5.8 Terms and Conditions

The General Terms and Conditions attached are incorporated and made part of this SOW.

General Terms and Conditions

1. Entire Agreement. The scope of services, special terms associated with the Services and these General Terms and Conditions are together one agreement between Insight and Client, collectively referred to as the "SOW". Contract 4400006644 (RFP2000001701) and this SOW, together with all attachments, exhibits and addenda, form the entire agreement between the parties. Where these General Terms and Conditions conflict with the terms and conditions of the U.S. Communities Contract 4400006644 (RFP2000001701), the terms and conditions of Contract 4400006644 (RFP2000001701) will prevail.

2. Term. This SOW begins on the date last signed by the Authorized Representative of each party and will expire upon the completion of the Services or as otherwise provided under Section 3 below.

3. Termination. Insight or Client may terminate this SOW with or without cause with 30 calendar days prior written notice to the other party. Termination does not relieve Client's duty to pay for Services performed, or expenses incurred, in accordance with this SOW.

4. Invoicing/Payment. Services will be invoiced in accordance with this SOW. Client must pay all invoices in full within 30 days of the invoice date, unless otherwise specified under the SOW Special Terms, Conditions and Assumptions. All payments must reference the invoice number. Unless otherwise specified, all invoices shall be paid in the currency of the invoice.

(a) **Credit/Late Payment.** Insight retains the right to decline or extend credit and to require that the applicable purchase price be paid prior to performance of Services on the basis of changes in Client's financial condition and/or payment record. Insight also reserves the right to charge interest of 1.5% per month or the maximum allowable by applicable law, whichever is less, for any undisputed past due invoices. Client is responsible for all costs of collection, including reasonable attorneys' fees, for any payment default on undisputed invoices. In addition, Insight may terminate all further work if payment is not received in a timely manner.

(b) **Taxes.** Federal, state and local sales, use and excise taxes and all similar taxes and duties, (excluding taxes based on Insight's income, assets or net worth), are the sole responsibility of Client and will be separately itemized on the invoice. Client may provide Insight a tax exemption certificate, which will be subject to review and acceptance by Insight.

5. Services.

(a) **Licenses.** Client is solely responsible for acquiring and maintaining valid software licenses for authorized and installed software products (whether installed on Client's machines by Insight as individual products or part of a software image, or by any other party or method).

(b) **Intellectual Property Rights.** Insight retains all right, title and interest in any pre-existing intellectual property that is owned by Insight ("Insight IP"), and which may be used in carrying out the Services, including any modifications or improvements made to Insight IP during or as a result of the Services to be performed under this SOW. Except for Insight IP and upon payment in full of all amounts due Insight, all documents, drawings, specifications, information, patents, patent applications, inventions, developments or processes or any copyrightable material originated and developed by Insight specifically for Client as part of the Services to be performed by Insight under this SOW ("Work Product") shall be owned by Client. Insight hereby grants Client a worldwide, non-exclusive, royalty-free, perpetual, without the right of sublicense, license to use Insight IP in the course of Client's internal, business operations.

6. Limited Service Warranty. Insight represents and warrants that:

(a) It has the full power and authority to enter into this SOW;

(b) It has all other rights necessary for the performance of its obligations under this SOW, without violating any rights of any other party;

(c) Services performed by Insight will: (i) be performed in a timely, competent, professional and workmanlike manner; (ii) substantially conform to the written specifications under this SOW for 30 calendar days from completion, or for such other warranty period as may be indicated under the Special Terms, Conditions and Assumptions of this SOW; (iii) be in compliance with all laws, rules and regulations applicable to Insight's performance under this SOW; and

(d) The use of Work Product shall not infringe on any U.S. patents, copyrights, trademarks, or trade secrets of any third party

7. Warranty Disclaimer. THE EXPRESS WARRANTIES IN THIS SECTION 6 ARE IN LIEU OF, AND INSIGHT EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES IN RELATION TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE TO THE EXTENT PERMITTED IN LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD.

No agent or employee of Insight or any other party is authorized to make any warranty in addition to those made in Section 6. Insight will have no obligation with respect to any warranty Claim if the Claim is the result of damage caused by unauthorized modification, or any abuse or misuse by Client or any third party not performing under the direction of Insight, or damage caused by disaster such as fire, flood, wind or lightning.

8. Remedies. In addition to the remedies contained in Contract 4400006644 (RFP2000001701), Insight shall provide the Client the following remedies:

(a) **Services.** Client's remedy for non-conforming Services discovered upon completion or during the warranty period shall be the re-performance of any deficient Services at Insight's expense. No re-performance shall extend any warranty period. If Insight is unable to remedy any deficient Services within 30 days of notice or such additional time as may be agreed upon by the parties, Insight will, at its option, provide a credit or refund of any fees paid for the specific non-conforming Services.

(b) **Credits.** Any credits issued to Client by Insight for any reason must be applied by Client within 2 years from the date the credit is issued. If not used within such period, credits will automatically expire.

9. Confidential Information. Insight and Client will maintain in confidence and safeguard all Confidential Information, as defined in this SOW, of the other party, its affiliates, and its clients. Confidential Information will include, but is not limited to trade secrets, know-how, inventions, techniques, data, client lists, financial information, and sales and marketing plans of the other party, its affiliates, or its clients. Both Insight and Client recognize and acknowledge the confidential and proprietary nature of any Confidential Information as well as acknowledge the irreparable harm that could result to the other party, its affiliates, or its clients if such Confidential Information is disclosed to a third party or used for unauthorized purposes. Insight and Client agree to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this SOW. Insight and Client will restrict disclosures of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each party is bound by this SOW. Upon completion or termination of this SOW or upon request of Insight or Client, the other party will promptly return all materials incorporating any such Confidential Information and any copies thereof to the owner of such Confidential Information. For purposes of this SOW, the obligations will not apply to information that has already entered the public domain other than by Insight's or Client's breach of this SOW; was acquired by Insight or Client before receiving such information from the other party without restriction as to use or disclosure; is hereafter rightfully furnished to Insight or Client without restriction as to use or disclosure by a third party authorized to make such disclosure; or is information that was independently developed by Insight or Client without reference to Confidential Information. In addition, Insight and Client agree that the terms of this SOW and any resultant purchase order are not Confidential Information pursuant to this provision and can and will be shared with U.S. Communities Government Purchasing Alliance.

10. Indemnification. See Contract 4400006644 (RFP2000001701) for Indemnification provisions.

11. Limitation of Liability. See Contract 4400006644 (RFP2000001701) for Limitation of Liability provisions.

12. Security and Backup. Client is responsible for the security of its network, including the backup and other protection of its system and data, against loss, damage or destruction by third parties. Insight will not be liable for any damages resulting from security breaches of Client's network or data, except to the extent caused by Insight's sole negligence or willful acts or omissions. This disclaimer is in addition to, and not instead of, any other disclaimers and limitation of liability in this SOW.

13. Insurance. See Contract 4400006644 (RFP2000001701) for Insurance provisions.

14. Notices. Any notice required or permitted to be given hereunder must be in writing and is considered received: (1) when personally delivered; (2) one (1) business day after having been sent by overnight mail via a professional carrier; or (3) when sent via facsimile or electronic mail, receipt confirmed, with an original document placed in the mail within 5 business days of the date of that facsimile or electronic mail. All business communication will be sent to the addresses set forth above or to other persons or addresses as either party designates in writing to the other. Legal notices must be sent with a copy for Insight addressed to: Insight, 6820 South Earl Avenue, Tempe, AZ 85243, Attn: Legal Department.

15. Governing Law. This SOW will be governed by the substantive laws of the State of Arizona without giving effect to any conflict-of-law rules.

16. Non-Solicitation & Non-Hire. Both parties agree that during the time that Insight is rendering Services under the terms of this SOW and for one year following the cessation of such Services, neither party will directly or indirectly solicit, offer employment or hire any current or former employee or consultant employed by or hired by the other party involved in the performance of this SOW. This provision does not restrict the right of either party to solicit or recruit generally in the media and does not prohibit either party from hiring an employee of the other who answers any advertisement or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by the hiring party.

17. General. Any subsequent additions, deletions or modifications to this SOW are not binding unless agreed upon in writing by authorized representatives of both Parties. If any part of this SOW is for any reason found to be invalid, illegal or unenforceable, all other parts will still remain in effect. A delay or failure to exercise or partially exercise any right under this SOW does not operate as a waiver, nor will it preclude future exercise of that right or permit, or sanction any subsequent breach of any term or condition. Neither party may assign its duties or rights under this SOW, whether by operation of law or otherwise, except with the other party's prior written consent; provided that Insight will have the right to assign this SOW to its affiliates. Insight may subcontract any or all of its obligations hereunder to one or more qualified parties without Client's prior consent, unless otherwise restricted in this SOW. Insight is not responsible for default or delays caused by Client's failure to provide accurate instructions, information, access to facilities or suitable product or application environment. Neither party will be liable for

any delays in the performance of this SOW due to circumstances beyond its control, including but not limited to acts of nature, acts of government in its sovereign or contractual capacity, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages, material shortages, or loss of electrical power, telecommunications or similar infrastructure. Client represents and warrants that no technical data furnished under this SOW will be exported from the United States except in compliance with all requirements of the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR). The provisions of this SOW, which by sense and content are intended to survive, including but not limited to the sections related to payment, warranties, remedies, indemnification, confidentiality and limits of liability, will survive the expiration or termination of this SOW. Insight is an independent contractor to Client. No personnel employed or engaged by Insight to perform the Services for Client will be considered Client's employees, agents, partners, joint venture partners, or franchisors. Insight has sole responsibility for the direction of its employees and has the right to fire, hire, suspend, layoff, transfer or reassign employees at will without the consent of Client.

Signature Page Follows

The following section must be completed before this SOW can be processed:

Invoicing Procedures:

1. Method (Client to select one option below):

☐ **Mail Invoice** - Hard copy invoice will be mailed to:

Company Full Name: _____

Address: _____

Attention: Accounts Payable or: _____

Accounts Payable Contact: _____

Phone: _____

☐ **Email Invoice** - Invoice copy will be sent electronically via e-mail to:

2. PO Process (Client to select one option below):

☐ Client issues system-generated POs or internal reference numbers for service engagements.

Please fill in the PO Number below and attach a hard copy of the PO to this signed SOW.
Note: Services cannot be performed until a hard copy of the PO is received, or Billing Reference is provided.

PO Number: _____

PO Release Number (if applicable): _____

Internal Billing Reference Number/Name: _____

☐ Client does NOT issue system-generated PO for service engagements.

Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

By signing below, the undersigned agree they are bound by the terms of the U.S. Communities Contract 4400006644 (RFP2000001701) and this SOW, which includes the Statement of Work, Attachment 1, and the General Terms and Conditions.

INSIGHT

By: _____

Authorized Representative

Print
Name: _____

Title: _____

Date: _____

CLIENT

By: _____

Authorized Representative

Print

Name: _____

Title: _____

Date: _____

Attachment 1

CHANGE REQUEST FORM			
CHANGE REQUEST # [INSERT CHANGE REQUEST #]			
Client	Original Project Name		Original SOW #:
Insight Services Manager	Client Project Sponsor		Request Date
Purchase Order to Apply to Changes: PO # _____			
<u>Change Request Summary</u>			
Original Scope Task			
Reason for Change			
Description of Change			
Project Schedule			
Project Pricing			
Deliverables			
<u>Signatures</u>			
Insight Authorized Signer:			Date:
Print Name:	Title:		
Client Authorized Signer:			Date:
Print Name:	Title:		