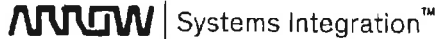


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9/14/16



Master Order Agreement

This Master Order Agreement for Arrow SI Services (as defined below) ("Agreement") is made by and between Arrow Systems Integration, Inc., on behalf of itself and its U.S.-based subsidiaries and affiliates (collectively referred to herein as "Arrow SI") and COUNTY OF JACKSON, STATE OF MISSOURI ("Customer"), with offices located at . Arrow SI, or its providing affiliate or subcontractors, may sell and/or license, install and maintain Equipment and/or CPE (as defined below), or otherwise perform services for Customer at Customer locations within the continental United States as described in the applicable Order Form and/or PO (individually and collectively, the "Arrow SI Services"). The Arrow SI Services provided herein are for Customer's use and not available for resale.

1. Definitions.

1.1 Purchase of Equipment:

1.1.1 "Hardware" means the new Customer premise equipment, cables, connectors, and/or upgrades ordered by Customer and provided by Arrow SI as described in the applicable Order Form and/or PO submitted by Customer and subsequently accepted by Arrow SI.

1.1.2 "Software" means the new software ordered by Customer and provided by Arrow SI as described in the applicable Order Form and/or PO submitted by Customer and subsequently accepted by Arrow SI.

1.1.3 "Equipment" means the Hardware and/or Software collectively.

1.1.4 "Project Price" means the price of the Equipment and/or related Arrow SI Services, as identified in the applicable Order Form.

1.2 Services:

1.2.1 "Maintenance Services" means Arrow SI's break fix maintenance service offering identified in the applicable Order Form, including but not limited to Arrow SI Maintenance Services and Prism Assist Maintenance Services.

1.2.2 "Support Services" means other Arrow SI-provided recurring services, as defined in the applicable Order Form, including but not limited to Partnership Services, Prism Assist OneCall Services, Onsite Technical Assistance and Microsoft Residency Services.

1.2.3 "CPE" means the pre-purchased Customer owned Customer premise equipment, cables, connectors, and/or software described in the applicable Order Form for Maintenance Services or Support Services. Software for purposes of this section shall mean embedded software, unless non-embedded software is explicitly identified in the applicable Order Form.

1.3 General:

1.3.1 "Order Form" means an order for applicable Arrow SI Services made during the term of this Agreement, on the forms, including any applicable exhibits, supplied by Arrow SI, submitted by Customer and subsequently accepted by Arrow SI. Arrow SI may accept an Order Form by beginning to perform the Arrow SI Services identified therein.

1.3.2 "Purchase Order" or "PO" means Customer's standard purchase order(s) used to order Arrow SI Services contemplated herein. Specify whether Customer's internal processes require Customer to issue a PO to facilitate payment for the Arrow SI Services identified in this Agreement YES or NO (please circle one.) If a PO is required, Customer will use its good faith efforts to provide such PO to Arrow SI along with the applicable executed Order Form; provided however, in the event Customer fails to provide such PO with the executed order form, Customer will provide Arrow SI such PO within five (5) days from the date of Customer's execution of such Order Form. Notwithstanding the foregoing, Customer shall remain liable for all payments due, and the associated due dates, hereunder regardless of whether Customer secures an internal PO. Customer may submit a PO and/or signed Schedule 1 for the purchase of Arrow SI Services in lieu of executing a Arrow SI-supplied Order Form; provided that such PO and/or Schedule 1: (i) in the case of Equipment purchases, specifies the type of Equipment, the delivery and/or installation location, and the Project Price (as determined solely by Arrow SI); (ii) in the case of Maintenance Services or Support Services, specifies the commencement date for such Arrow SI Services, the Customer Premises, the Equipment/CPE, port/user count, the type of coverage and service plan, type of monitoring (if applicable) and the annual/monthly recurring charges for such Arrow SI Services (as determined solely by Arrow SI); and (iii) any other information requested by Arrow SI. The terms and conditions of this Agreement and: (i) the Arrow SI-supplied Order Form(s) attached to the PO and/or Schedule 1, or (ii) if no Order Form is attached to the PO and/or Schedule 1, then the applicable terms and conditions for such Arrow SI Services as identified in Arrow SI's then-current standard Order Form (including any applicable service descriptions, Manufacturer Agreements or other third party terms and conditions for Professional Services, Vendor Assist Services, or any other third party services if applicable, which are incorporated into such Order Form by reference), will supersede all terms and conditions set forth in the PO and/or Schedule 1 regardless of the date indicated on the PO and/or Schedule 1. In the event such PO is not signed by an authorized signatory of Customer, Customer hereby acknowledges and agrees that (i) any PO submitted to Arrow SI by Customer may be relied upon by Arrow SI as binding and fully enforceable, and (ii) Customer hereby waives any right to dispute the validity of such purchase due to Customer's failure to execute the applicable PO and/or Order Form. Any additional or alternative terms and conditions (including payment terms) accompanying or printed on such PO shall be without effect unless such alternative conditions are expressly agreed to in writing by both parties.

1.3.3 "Premises" means the Equipment or CPE installation location as identified in the applicable Order Form and/or PO.

1.3.4 "Time and Material Services" means the Arrow SI Service offered on a time and material basis.

2. Term. The term of this Agreement shall commence on the date it is fully executed by Arrow SI and shall remain in full force and effect through the expiration of any applicable Order Form and/or PO submitted by Customer and subsequently accepted by Arrow SI.

3. Invoicing and Charges.

3.1 Arrow SI shall submit invoice(s) to Customer for all charges due under this Agreement in accordance with the terms of this Agreement and the applicable Order Form. Customer will pay the amount invoiced within thirty (30) days after the date of the applicable invoice. In the event a partial order of Equipment is Delivered to Customer, Arrow SI may elect to invoice Customer for the portion of the Equipment actually delivered, and then any Equipment Delivered later, additions, subtractions, taxes and other residual charges will be reconciled and invoiced via a subsequent invoice. Customer may use a credit card to pay invoices up to \$50,000.00 (or such other amount as determined by Arrow SI in its sole discretion). Any and all enrollment fees, subscription charges, surcharges or other similar fees associated with electronic invoicing requested by Customer and agreed to in writing by Arrow SI will be the Customer's responsibility. Customer may not withhold payment of any amount invoiced based on abatement, reduction, set-off, defense, counterclaim or recoupment in connection with any past, present or future claim Customer may allege against Arrow SI for charges not covered under this Agreement or against the manufacturer of any equipment or any other third party. In the event Arrow SI does not receive full payment when due, Arrow SI, in its sole discretion, may assess an additional charge against Customer in the amount of one and one-half percent (1½%) per month or the maximum rate allowed under applicable law, whichever is less, on any unpaid amounts. Amounts paid in advance or in excess of the amount invoiced will be credited to Customer's account and, for a period of up to twelve (12) months from the date the credit is issued, such credit may be applied to outstanding or future invoices; provided, however, that if this Agreement expires or is earlier terminated and there are no outstanding amounts owed or invoiced, upon Customer's written request, any unused portion of the advance or excess payment(s) will be refunded to Customer. In order to defray the cost of customer account administration, any credit balances or other sums owed to Customer which

ARROW SI CONFIDENTIAL
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Master Order Agmt 070816 (sdav 7-26-16)

FILED
SEP 13 2016
MARY JO SPINO
COUNTY CLERK

The Arrow SI names and logos used herein are trademarks of Arrow Systems Integration, Inc and/or its parent company and affiliates. All rights reserved.

- remain unclaimed by Customer for a period greater than twelve (12) months will become the property of Arrow SI.
- 3.2 All charges are exclusive of shipping, handling, and any federal, state and local sales, use, excise, utility and gross receipts taxes, other similar tax-like charges, and tax-related surcharges, which Customer agrees to pay; provided that in the event Customer provides Arrow SI with a tax exemption certificate, Arrow SI agrees to exempt Customer in accordance with law, effective on the date the exemption certificate is received by Arrow SI. Taxes based on Arrow SI's net income shall be the sole responsibility of Arrow SI.
- 3.3 Failure to remit payment when due may result, upon Customer notification, in interruption or cancellation of Arrow SI Services under this Agreement. Customer shall be liable for the payment of all fees and expenses, including attorney's fees, reasonably incurred in collecting, or attempting to collect, any charges owed hereunder. Arrow SI may refuse to ship any Equipment, provide Services or fulfill an Order Form and/or PO if: (i) Customer provides false information to Arrow SI regarding Customer's identity, creditworthiness, or its planned use of the Equipment; (ii) any outstanding balance is due for Equipment purchased under this Agreement; (iii) Arrow SI no longer offers the Equipment or provides Arrow SI Services on the CPE or other equipment on a commercial basis; or (iv) Customer is identified as a suspect party and/or a restricted party in Arrow SI's global trade compliance system. Any deposit Customer provides to Arrow SI with an Order Form will be promptly returned to Customer if Arrow SI declines to accept the Order Form.
4. **Confidential Information.** Commencing upon Customer's execution of this Agreement and continuing for a period of three (3) years from the termination of this Agreement, each party shall protect as confidential, and shall not disclose to any third party, any confidential information received from the disclosing party or otherwise discovered by the receiving party during the Term, including, but not limited to, the pricing and terms of this Agreement, and any information relating to the disclosing party's technology, business affairs, and marketing or sales plans (collectively the "Confidential Information"). The parties shall use Confidential Information only for the purpose of this Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the receiving party; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (d) is developed independently by the receiving party without reference to the Confidential Information, or (e) is required to be disclosed by law, regulation, or court or governmental order.
5. **Limitation of Liability and Limited Warranty.**
- 5.1 Neither party will be deemed to be negligent, at fault or liable in any respect for any delay or failure in performance resulting from acts of God, war, accidents, labor disputes, strikes, power interruptions or outages, manufacturer delays, inability to secure equipment as a result of end-of-life issues, or any other cause beyond the reasonable control of the party delayed; provided, however, that such acts or events shall not relieve Customer of its obligation to make payments for invoiced amounts. In no event shall Arrow SI be obliged to provide credits for service interruptions to Customer's network telecommunication services.
- 5.2 EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR IN THE LIMITED WARRANTY SECTION OF THE APPLICABLE ORDER FORM, ARROW SI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE HARDWARE, SOFTWARE, MAINTENANCE SERVICES, SUPPORT SERVICES, TIME AND MATERIAL SERVICES, ANY OTHER EQUIPMENT OR RELATED PRODUCT, SOFTWARE OR DOCUMENTATION. ARROW SI SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ARROW SI SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO ALLEGED VIOLATIONS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING ANY OF THE FOREGOING, ARROW SI DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE ERROR FREE OR UNINTERRUPTED, OR WILL MEET CUSTOMER'S REQUIREMENTS. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THE APPLICABLE ORDER FORM, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS". NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT OR DIMINISH THE WARRANTIES AND SUBLICENSES, IF ANY, OF THE EQUIPMENT MANUFACTURER, WHICH PASS THROUGH ARROW SI AND INURE TO THE BENEFIT OF CUSTOMER. ARROW SI MAKES NO REPRESENTATION OR WARRANTY THAT THE EQUIPMENT AND/OR CPE IS TECHNICALLY IMMUNE FROM OR PREVENTS FRAUDULENT INTRUSIONS INTO AND/OR UNAUTHORIZED USE OF THE EQUIPMENT AND/OR CPE (INCLUDING ANY INTERCONNECTION TO A LONG DISTANCE, INTERNET OR ANY OTHER COMMUNICATIONS NETWORK).
- 5.3 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, TREBLE, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, EQUIPMENT, CPE, RELATED PRODUCTS, DOCUMENTATION AND/OR THE INTENDED USE THEREOF, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY OR STRICT LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- 5.4 WITHOUT LIMITATION OF THE PROVISIONS OF SECTION 5.3 ABOVE, THE TOTAL LIABILITY OF ARROW SI, TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF DIRECT DAMAGES PROVEN BY CUSTOMER UP TO: (A) THE TOTAL PROJECT PRICE FOR THE SPECIFIC PRODUCT OR FIXED OR HOURLY LABOR PROJECT; OR (B) SIX (6) MONTHS OF CHARGES FOR THE RECURRING SERVICE, FORMING THE BASIS OF THE CLAIM OR CAUSE OF ACTION. ARROW SI SHALL NOT BE LIABLE FOR DAMAGES THAT COULD HAVE BEEN AVOIDED BY CUSTOMER'S USE OF REASONABLE DILIGENCE. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. CUSTOMER ACKNOWLEDGES AND ACCEPTS THE REASONABLENESS OF THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY. NO CAUSE OF ACTION UNDER ANY THEORY WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE INSTITUTION OF A LEGAL PROCEEDING ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED BY EITHER PARTY AGAINST THE OTHER. HOWEVER, NOTHING IN THIS SECTION 5.4 SHALL LIMIT ARROW SI'S LIABILITY: (A) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT, OR (B) FOR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY ARROW SI'S NEGLIGENCE, OR (C) LOSS OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY ARROW SI'S NEGLIGENCE.
6. **Termination.** Either party may terminate this Agreement for Cause. As to payment of invoices, "Cause" shall mean the Customer's failure to pay any invoice within thirty (30) days after the date of the invoice. For all other matters, Cause shall mean a breach by the other party of any material provision of this Agreement, provided that written notice of the breach has been given to the breaching party, and the breach has not been cured within thirty (30) days after delivery of such notice. In the event this Agreement is terminated pursuant to this Section, the terms and conditions of this Agreement will survive with respect to any Order Form and/or PO accepted by Arrow SI outstanding at the time of termination, and shall continue in full force with respect to such Order Form and/or PO until the expiration of such Order Form and/or PO. Neither party may cancel or terminate an Order Form without Cause once it is submitted by Customer and subsequently accepted by Arrow SI, except as otherwise stated in the applicable Order Form.
7. **Indemnification.** Arrow SIs agrees to defend at their expense, indemnify, and hold harmless Customer from and against any third party claims, suits, damages and expenses asserted against or incurred by Customer ("Indemnitee") arising out of or relating to bodily injury to or death of any person or loss of or damage to real or tangible personal property or the environment to the extent that such third party claim, suit,

damage, or expense was proximately caused by any negligent act or omission on the part of Arrow SI from whom indemnity is sought, its agents or employees ("Indemnifying Party"). Notwithstanding any other provision of this Agreement, the Indemnifying Party shall pay all damages, settlements, expenses and costs, including costs of investigation, court costs and reasonable attorneys' fees and costs (including allocable costs of in-house counsel) incurred by the Indemnitee as set forth in this Section 7, including, without limitation, reasonable attorneys' fees and costs (including allocable costs of in-house counsel) incurred in enforcing this Section 7.

8. **Time and Material; Moves, Adds and Changes; Other Additional Charges.** In the event Customer requests Arrow SI to: (i) move, add or change the configuration of Customer's Equipment and/or CPE ("MAC"); (ii) bring Customer's Premises in compliance with the specifications identified in the applicable Order Form; (iii) respond to service requests not otherwise covered by the applicable Maintenance Services and/or Support Services; or (iv) provide engineering support provided by Arrow SI's engineering support staff (collectively referred to as "T&M Services"), the service description for such T&M Services located at service-descriptions.arrowsi.com (or such other website as determined by Arrow SI from time to time) shall apply, unless otherwise agreed to by the parties in writing.

9. **Miscellaneous.**

9.1 **Subcontracting.** Arrow SI may subcontract any or all of the work to be performed by and under the terms and conditions of this Agreement. Arrow SI will be responsible for the work of such subcontractors and for the fulfillment of the terms and conditions of the Agreement.

9.2 **Notices.**

9.2.1 Any notices or other communication required to be given to the other party under this Agreement will be given in writing and either (i) delivered in person, (ii) sent by overnight courier service, properly addressed and prepaid, (iii) sent by United States Postal Service certified or registered mail, return receipt requested, properly addressed and with the correct postage; or (iv) sent by email to the email address identified below. Notices will be deemed delivered and effective (i) the day of delivery if in person, (ii) the day of delivery if sent by courier service; (iii) three (3) business days after the date of mailing; or (iv) if sent by email, upon the receipt of an acknowledgment from the recipient, provided that if such notice is sent after 5pm Central time, on a weekend or Arrow SI holiday, such notice shall be deemed to have been sent on the next business day. Addresses may be changed by giving written notice in accordance with this Section 9.2.

9.2.2 Notices to Customer are to be sent to the address set forth on the first page of this Agreement, or if by email to . Notices to Arrow SI are to be sent as follows: Arrow Systems Integration, Inc., 1820 Preston Park Blvd., Ste. 2800, Plano, TX 75093, Attn: Contract Administration; ca_cancels@arrowsi.com; with a courtesy copy to legal@arrowsi.com.

9.3 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri without regard to its choice or conflicts of law principles.

9.4 **Independent Contractor Status.** Arrow SI's relationship to Customer in the performance of this Agreement is that of an independent contractor. Nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture or fiduciary relationship between Arrow SI and Customer.

9.5 **Export and Legal Compliance.**

9.5.1 Customer shall comply with all laws and regulations, including but not limited to import and customs laws and regulations.

9.5.2 Customer acknowledges that certain equipment, software and technical data, which may be provided hereunder, may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the U.S. or any other country. Customer shall not export or re-export any such equipment, software, technical data or any direct product thereof in violation of such laws.

9.5.3 To the extent not exempt, each party shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that each party take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

9.6 **Survival.** The rights and responsibilities of the parties hereto under the provisions, which by their nature extend beyond any such expiration or termination, shall survive expiration or earlier termination of this Agreement.

9.7 **Assignment.** Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed; provided that Arrow SI may assign this Agreement, in whole or in part, or any of its rights hereunder to an affiliate or successor without the written consent of or notification to Customer.


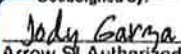
9.8 **Use of Service Marks, Trademarks and Name.** Neither Arrow SI nor Customer shall: (i) use any service mark or trademark of the other party; or (ii) refer to the other party in connection with any advertising, promotion, press release or publication unless it obtains the other party's prior written approval. Under no circumstance shall a party, as a result of this Agreement, obtain any ownership interest or other right in any patents, pending patents applications, trade secrets, copyrights, names, trademarks, tradenames, servicemarks, logos or other intellectual property rights.

9.9 **Modifications; Invalidity; Waiver.** Except as otherwise provided herein, modification or amendment to this Agreement shall not be valid or effective unless in writing and signed by both parties. The invalidity or non-enforceability of any particular provision of this Agreement shall not affect the other provisions, which shall be valid and enforceable to the fullest extent permitted by law. No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by the party granting the waiver. No waiver shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, and no waiver shall be deemed, or shall constitute, a continuing waiver.

9.10 **Entire Agreement.** This Agreement and Arrow SI accepted Order Forms, PO's, and/or other forms supplied by Arrow SI constitute the entire understanding between the parties concerning the subject matter hereof. No prior or contemporaneous representations, expressions, or agreements, either written or oral, or any handwritten modifications, any course of dealing, usage of trade or course of performance under this or other agreements shall alter the terms of this Agreement. This Agreement shall specifically include Customer's Request for Proposals (RFP) 44-16 and Arrow SI's Response to said RFP 44-16. In the event of a conflict among the provisions of any of these documents, the term of the document listed first in the following order shall prevail: (i) This Master Order Agreement; (ii) Arrow SI's Response to Customer's RFP 44-16; and (iii) Customer's RFP 44-16.

9.11 **Counterparts, Signatures.** This Agreement, and any subsequent documentation, may be signed in counterparts, all of which upon execution and delivery will be considered an original and together will constitute one agreement. Electronic signatures, signed facsimiles or scanned copies of this Agreement, and any subsequent documentation, will legally bind the parties to the same extent as ink signatures or original documents.

[Signature on Next Page]

 Authorized Customer Acceptance Date <u>July 28, 2016</u> Typed or Printed Name <u>Q. Troy Thomas</u> Title <u>Director of Finance</u>	DocuSigned by:  Arrow SI Authorized Signature Date <u>7/28/2016</u> Typed or Printed Name <u>Jody Garza</u> Title <u>Supervisor-Contracts</u>
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APPROVED AS TO FORM

County Counselor