



AT&T SECURE NETWORK GATEWAY SERVICE  
PRICING SCHEDULE

<b>Customer</b> Jackson County 415 East 12th Street Kansas City MO 64106 United States of America	<b>AT&amp;T</b> AT&T Corp
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Sales Contact Information and for Contract Notices</b> <input type="checkbox"/> Primary AT&T Contact
Name: Mike Lear Title: Assistant Director of I.T. 415 East 12th Street Kansas City MO 64106 United States of America Telephone: 816-881-3153 Fax: Email: mlear@jacksongov.org Customer Account Number or Master Account Number: 20110606-0007	Name: Patrick J. Gant 12861 Manchester Road St. Louis MO 63131 United States of America Telephone: 314-505-0096 Fax: Email: pg9751@att.com Sales/Branch Manager: Terry Porter SCVP Name: Sales Strata: Government, Education, Medical Sales Region: United States With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By: <i>Q. Troy Thomas</i>	By: <i>Venice Lewis</i>
Name: Q. Troy Thomas	Name: <b>VENICE LEWIS</b>
Title: Director of Finance and Purchasing	Title: <b>LEAD - CUSTOMER CONTRACTS</b>
APPROVED AS TO FORM: By: <i>W. Stephen Nixon</i> Date: W. Stephen Nixon, County Counselor	Date: 01/11/2013

ATTEST BY:

*Mary Jo Spino*  
Mary Jo Spino, Clerk of the County Legislature

AT&T and Customer Confidential Information

RECEIVED

22 October 2012

MARY JO SPINO  
COUNTY CLERK



AT&T SECURE NETWORK GATEWAY SERVICE  
PRICING SCHEDULE

1. SERVICES

<b>SNG</b>	<b>Service Publication Location</b>
AT&T Managed Security Services - Secure E-Mail Gateway Service as described to this Pricing Schedule in Exhibit A	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/SNG">http://serviceguidenew.att.com/sg_flashPlayerPage/SNG</a>

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

<b>Pricing Schedule Term</b>	36 months
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<b>Pricing Schedule Term Start Date</b>	First day of first full billing cycle following implementation of this Pricing Schedule in AT&T's billing system
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<b>Effective Date of Rates and Discounts</b>	Effective Date of this Pricing Schedule
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3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period†	Minimum Payment Period per Service Component*
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

†If Customer terminates or downgrades a Service Component and simultaneously upgrades or orders a new Service Component, Termination Charges will be based on the net change in monthly service fees.  
\*Does not apply if Customer terminates this Pricing Schedule within thirty (30) days of the Pricing Schedule Term Start Date.

4. ADDITIONAL TERMS AND CONDITIONS

4.1. Customer Affiliates

Unless otherwise specified herein, AT&T's in-country Affiliates will invoice Customer's in-country Affiliates for all Services under this Pricing Schedule. Activation of Service is therefore contingent upon Customer's accurate communication to AT&T at the time of ordering of the following information, with respect to each Customer Affiliate in the countries noted in the pricing section.

Legal Entity Name

- Appropriate tax Identification number or reference
- Registered Address
- Billing Address
- Contact Information (Including telephone, fax, e-mail and postal address)

4.2. Notice and Consents

Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding the processing of User, employee or agent information in connection with providing Service, as well as the monitoring, filtering, and/or interception of content.

**AT&T SECURE E-MAIL GATEWAY SERVICE  
PRICING SCHEDULE EXHIBIT A**

**5. AT&T SECURE E-MAIL GATEWAY SERVICE RATES**

**5.1. Monthly Recurring Charges**

Service Component (per seat)	Undiscounted Monthly Recurring Charge	Monthly Recurring Charge Discount	Net Price
<b>SEG Advanced - per seat</b>			
SEG Advanced 25-49 seat tier	\$12.64	78%	\$2.78
SEG Advanced 50-74 seat tier	\$7.18	78%	\$1.58
SEG Advanced 75-99 seat tier	\$5.75	78%	\$1.26
SEG Advanced 100-500 seat tier	\$4.25	78%	\$0.94
SEG Advanced 501-1000 seat tier	\$2.65	78%	\$0.58
SEG Advanced 1001-2500 seat tier	\$2.00	78%	\$0.44
SEG Advanced 2501-4999 seat tier	\$1.80	78%	\$0.40
SEG Advanced 5000+ seat tier	\$1.75	78%	\$0.38
<b>SEG Premium - per seat</b>			
SEG Premium 25-49 seat tier	\$17.91	78%	\$3.94
SEG Premium 50-74 seat tier	\$13.91	78%	\$3.06
SEG Premium 75-99 seat tier	\$11.59	78%	\$2.55
SEG Premium 100-500 seat tier	\$6.85	70%	\$2.06
SEG Premium 501-1000 seat tier	\$5.00	70%	\$1.50
SEG Premium 1001-2500 seat tier	\$4.50	70%	\$1.35
SEG Premium 2501-4999 seat tier	\$4.20	70%	\$1.26
SEG Premium 5000+ seat tier	\$4.10	70%	\$1.23

**5.2. Optional Features Monthly Recurring Charges**

Service Component (per seat)	Undiscounted Monthly Recurring Charge	Monthly Recurring Charge Discount	Net Price
<b>SEG 1 year Archiving - per seat</b>			
SEG 1 year Archiving 25-49 seat tier	\$5.37	68%	\$1.72
SEG 1 year Archiving 50-74 seat tier	\$5.20	68%	\$1.66
SEG 1 year Archiving 75-99 seat tier	\$5.03	68%	\$1.61
SEG 1 year Archiving 100-500 seat tier	\$4.86	68%	\$1.56
SEG 1 year Archiving 501-1000 seat tier	\$4.69	68%	\$1.50
SEG 1 year Archiving 1001-2500 seat tier	\$4.51	68%	\$1.44
SEG 1 year Archiving 2501-4999 seat tier	\$4.34	68%	\$1.39
SEG 1 year Archiving 5000+ seat tier	\$4.17	68%	\$1.33
<b>SEG multi-year Archiving - per seat</b>			
SEG multi-year Archiving 25-49 seat tier	\$8.57	68%	\$2.74
SEG multi-year Archiving 50-74 seat tier	\$8.31	68%	\$2.66
SEG multi-year Archiving 75-99 seat tier	\$8.06	68%	\$2.58
SEG multi-year Archiving 100-500 seat tier	\$7.80	68%	\$2.50
SEG multi-year Archiving 501-1000 seat tier	\$7.54	68%	\$2.41
SEG multi-year Archiving 1001-2500 seat tier	\$7.29	68%	\$2.33
SEG multi-year Archiving 2501-4999 seat tier	\$7.03	68%	\$2.25
SEG multi-year Archiving 5000+ seat tier	\$6.77	68%	\$2.17
SEG Historical Data Storage 25G	\$8.75	0%	\$8.75

**AT&T SECURE E-MAIL GATEWAY SERVICE  
PRICING SCHEDULE EXHIBIT A**

**5.3. One-Time Charges**

<b>Service Component</b>	<b>Undiscounted One-time Charge</b>	<b>One-Time Charge Discount</b>	<b>Net Price</b>
Managed Archiving Export set-up	\$950.00	0%	\$950.00
SEG Encryption Branding set-up	\$900.00	0%	\$900.00
SEG Managed Archiving Import set-up	\$750.00	0%	\$750.00

**AT&T SECURE NETWORK GATEWAY SERVICE  
CUSTOMER'S CURRENT ORDER**

**6. CUSTOMER'S CURRENT ORDER**

This section describes the services the customer has ordered as of the pricing schedule effective date at the prices set forth in previous sections

**6.1. AT&T SECURE EMAIL GATEWAY SERVICE**

**6.1.1. Recurring Features**

Service Component (per seat)	Quantity
SEG Advanced - per seat	
SEG Advanced 1001-2500	1100

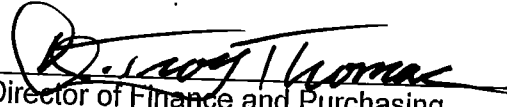
**7. Summary of Charges**

Service	Monthly recurring charges less discount *	One-Time charges less discount
AT&T Secure E-Mail Gateway Service	\$484.00	\$0.00

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$5,808.00 which is hereby authorized.

January 16, 2013  
Date

  
Director of Finance and Purchasing  
Account No. 001-1305 - 6080 \$290  
003-1305 - 6080 \$407  
004-1305 - 6080 \$2207  
045-1305 - 6080 \$2904  
13052013001



Statement of Work Prepared For:

**Jackson County**

**Voice Managed Services**

**December 19, 2012**

**Presented by:**

Fran Culberston  
Account Executive  
(800) 882-7779 Ext. 7267  
fran.culbertson@skccom.com

RECEIVED

JAN 17 2013

MARY JO SPINO  
COUNTY CLERK

## About SKC Communications

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SKC is the nation's leading full-service communications technology integrator, offering Unified Communications solutions which include voice, videoconferencing, telepresence, and audio/visual integration. Our technology solutions enable you to better collaborate, communicate and connect with your key stakeholders - any time and any place. SKC focuses on ensuring you have the right communications technology to achieve your business goals now and in the future.

Founded in 1986, we are committed to providing innovative solutions for our clients. Our staff of nearly 200 communication technology experts is headquartered in Kansas City, with regional offices in Dallas and Omaha. Our account executives, engineers and installation technicians are located across the country, ready to provide unparalleled levels of service and support on every project.

## Introduction

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This Statement of Work (SOW) is considered to be an agreement between SKC and Jackson County for support specific to this solution. Any additional work requested that is not specifically outlined in this SOW will be considered billable time and must be agreed upon by SKC and Jackson County before additional work is completed. This SOW outlines all of the services and deliverables that SKC will provide to the Customer when implementing the proposed solution at the location(s) identified in this document.

## Project Execution

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To begin the project implementation process, SKC must receive a signed copy of this Statement of Work (SOW) as well as a Purchase Order (PO) from the customer. To ensure a successful managed service, a set up time of 30 days will be required before live monitoring will take place. The customer will need to provide SKC with network and switch access, as well as rack space and power for our software server.

## Project Scope

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The Scope of Work for the project includes only those deliverables that appear in this document outlined below in the Project Summary section. If the Customer requires additional services outside of this SOW, SKC and/or its Authorized Reseller will discuss the requirements for such services with the Customer prior to any such task being performed. Any changes and associated fees will be documented and mutually agreed by following the Change Order Requirement process and must be in place before additional work will be completed.

## Project Summary

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Based on the data discovery sessions with SKC and the customer, the following solution has been identified to meet key business needs which this support agreement will address. The tasks necessary to implement the agreed upon support solution are outlined below. Any needs other than those explicitly mentioned below will be considered "Out of Scope." SKC welcomes the opportunity to address additional needs; however changes to the scope could require revisions of the support design and consequently impact cost and/or delivery timelines of the project.

SKC is being engaged to support all existing Avaya equipment throughout Jackson County's enterprise. SKC is offering the following Service Level Agreements ("SLA") for support and management of the locations detailed in this agreement.





**System Check:** SKC will provide an initial system check at the start of the contract to help establish proper back-ups for the current system

**Phone Support:** SKC will provide 10 hours of phone support per quarter from our Avaya specialists. All calls received will be ticketed in the SKC system and tracked for resolution. Ticket updates will be provided to Jackson County as status changes become available. SKC phone support is available for 24x7 assistance. For service requests, SKC will offer four (4) hour response action on major service affecting issues and twenty four (24) hours for minor issues. Phone support will be tracked in 30 minute increments.

**Proactive Monitoring:** SKC will provide 7x24 proactive monitoring of all existing Avaya hardware and software. SKC will work on major alarm resolution and escalate issues as necessary. Minor alarms will be worked during normal business hours (Monday-Friday 8am-5pm). SKC will work with Jackson County to develop an escalation protocol for any issues outside of the scope of this agreement.

**Hardware Replacement:** Avaya will provide Remote+Parts next business day. The hardware replacement will occur Monday-Friday 8am-5pm. SKC will provide an option for Critical Spares to be placed at sites, per Jackson County's request, at an additional cost, for immediate replacement. Equipment that is damaged, lost, or stolen while at customers locations are not covered under this agreement.

**Onsite Dispatch:** SKC will provide onsite dispatch as needed Monday-Friday 8am-5pm. SKC may partner with local providers to ensure the most efficient issue resolution. Any issues found not to be the result of equipment failure (Ex: network or environmental) will be billed to the customer and not covered by this agreement.

## SKC Order, Provision and Scope of Services

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Order and Provision of Services. In return for the payment of the fees specified in the order, SKC will provide the services options for Supported Products "**Supported Products**" are: (i) hardware or software products identified in the order; and (ii) Added Products Supported Products may include non-Avaya products to the extent they are specified in the order. "**Supported Systems**" are a group of products or networks specified in the order. "**Supported Sites**" are locations specified in the order. Where SKC provides hardware or software for Customer's use as part of the Services but retains ownership of them, including replacement parts for them, these are referred to as "**SKC Equipment**". Orders are subject to acceptance by SKC. SKC may accept an order by beginning to perform the Services. Terms and conditions contained in Customer purchase orders or other Customer documents will have no effect.

Monitoring. SKC may electronically monitor Supported Products and Supported Systems for the following purposes: (i) remote diagnostics and corrective actions; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) when providing managed Services, to assess Customer needs for additional products or Services.

Error Correction. Some 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 that were currently applicable when the Supported Product was purchased or licensed.

Help Line Support. Where the selected Services option includes help line support, SKC will provide it in accordance with the coverage option (service hours, target response intervals, etc.) that Customer has selected.

Updates. Where the selected Services option includes the provision of Updates, SKC will make Updates



available to Customer as the manufacturer makes them generally available to its other customers. An **"Update"** is a change in software that typically provides MONITORING correction only. It typically is designated as a change in the digit to the right of the second decimal point (e.g. n.y.[z]). SKC will provide Updates via a website, email or post mail, at SKC's option. Updates may be remotely installed by SKC or delivered to Customer for self-installation. No SKC installation or Professional Services are included.

**End of Support.** SKC may discontinue or limit the scope of Services for Supported Products that Avaya or the third party manufacturer has declared "end of life," "end of service," "end of support," "manufacture discontinue" or similar designation ("**End of Support**"). Customer may access Avaya's user support website (www. support.avaya.com) for End of Support notifications. Avaya targets posting of End of Support notifications for Avaya- manufactured Products at least six (6) months in advance of the End of Support date. End of Support will be effective as of the effective date of the End of Support notice. Avaya also may provide End of Support notices by email-to-email addresses that Customer has registered with Avaya. If Services are discontinued for a Supported Product, it will be removed from the order and rates will be adjusted accordingly. For certain products subject to End of Support, SKC may continue to offer a limited set of Services ("**Extended Support**"). Where SKC has chosen to do this, the description of Extended Support available and related fees will be available at the time of SKC's notice.

**Added Products.** If Customer acquires additional products of the same type and manufacturer(s) as the existing Supported Products and locates them with existing Supported Products at a Supported Site, they will be considered "**Added Products**", and will be added to the order automatically for the remainder of the term. Added Products purchased from a party other than the manufacturer subject to certification by SKC at SKC's then current rates. If Added Products fail certification, SKC may choose not to add them to the Supported Products.

## Customer Responsibilities

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**General.** Customer will cooperate with SKC as reasonably necessary for SKC's performance of its obligations, such as: (i) providing SKC with full, free and safe access to its facilities; (ii) providing telephone numbers, network addresses and passwords necessary for remote access; and (iii) providing interface information for Supported Products and necessary third party consents and licenses to access them. Customer will provide all items at Customer's expense. If SKC provides an Update or other new release of software as part of the Services, Customer will implement it promptly.

**Provision of Supported Products and 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 of them; and (ii) SKC, its suppliers, and subcontractors are authorized to do the same to the extent necessary to provide the Services in a timely manner.

**Moves of Supported Products.** Customer will notify SKC in advance before moving Supported Products. Only SKC may move SKC Equipment. SKC may charge additional amounts to recover additional costs in providing the Services as a result of moved Supported Products.

**Vendor Management.** Where SKC is to instruct or request products or services on Customer's behalf from third party vendors under Customer's supply contracts with the third party vendors ("**Vendor Management**"), Customer will provide SKC upon request a letter of agency or similar document, in form reasonably satisfactory to SKC, permitting SKC to perform the Vendor Management. Where the third party vendor's consent is required for SKC to be able to perform Vendor Management in a timely manner, Customer will obtain the written consent of the vendor and provide SKC a copy of it upon request.

**Third Party Hosting.** In the event one or more network address(es) to be monitored by SKC are associated with systems owned, managed, and/or hosted by a third party service provider ("**Host**"), Customer will: (i) notify SKC of the Host prior to commencement of the Services; (ii) obtain the Host's advance written consent for SKC to perform the Services on the Host's computer systems and provide



SKC with a copy of the consent upon request; and (iii) facilitate necessary communications between SKC and the Host in connection with the Services.

**Access to Personal Data.** Where Customer instructs SKC to access any employee, customer or other individual's personal data contained in any Supported Product or Supported System, or to provide Customer or a third party identified by Customer with access, Customer will indemnify SKC and its officers, directors, employees, subcontractors and affiliates against, and hold each of them harmless from, any and all liabilities, costs, damages, judgments and expenses (including reasonable attorney's fees and costs) arising out of SKC accessing or providing access in accordance with Customer's instructions.

**SKC Equipment.** Customer will not remove any identification tags or other markings on SKC Equipment. Customer will keep SKC Equipment free and clear of all levies, liens and encumbrances arising by or through Customer or arising in connection with the location of SKC Equipment at a Supported Site, and consents to the filing of informational financing statements by the owner of the SKC Equipment to give notice of ownership. Customer will, at its own expense, maintain insurance against loss, theft, destruction or damage to SKC Equipment (each, a "Loss") for the full replacement value of the SKC Equipment, will provide evidence of this insurance upon request, and will notify SKC promptly in writing of any Loss. Within thirty (30) days after the termination or expiration of the order or SOW, Customer will: (i) cease all use and return to SKC all copies of software (including backup copies) provided as part of the Services; and (ii) deliver it at no cost to SKC all SKC Equipment located at Supported Site subject to the termination to a location in the United States designated by SKC, in the same condition as when originally delivered to the Supported Site, reasonable wear and tear excepted.

## **Out of Scope Activities**

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- Any existing issues with any Avaya components and their functionality.
- Any Network Issues / Failures
- Any failures due to abuse, misuse or environmental factors

## **Change Control**

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In the event that the Customer or SKC encounter unforeseen circumstances that will affect the agreed upon solution or additional expenses considered "Out Of Scope," SKC will document the impact and proposed change in a Change Order Form. Changes will be valid only where agreed in writing by both parties.



## Locations Supported

SKC will provide support outlined in this agreement to the following locations and systems installed therein. SKC will not be responsible for any existing issues under current resolution channels.

<u>Site Name</u>	<u>Address</u>	<u>Platform</u>	<u># of Users</u>
Family Support	Kansas City, MO	G430	76
Public Works VSC (Dispatch)	Grain Valley, MO	G430 LSP	30
Public Works Admin	Kansas City, MO	G650/S8510 ESS	33
3100 Main	Kansas City, MO	G430	51
Assessment Office	Independence, MO	G430	42
Court House Annex	Independence, MO	G450 LSP	283
Circuit Court IT (Data Ctr)	Kansas City, MO	G450 LSP	134
Medical Examiner	Kansas City, MO	G430 LSP	20
Kemp Bldg	Kansas City, MO	G430	89
Indep Legislative Office	Independence, MO	G430 LSP	20
Corrections	Kansas City, MO	G450 LSP	33
Donelson House	Kansas City, MO	Fiber from Family Justice Center	0
Sheriff	Lee's Summit, MO	G430 LSP	226
Fort Osage	Sibley, MO	G430	8
Records Caves	Independence, MO	G430	11
Downtown Courthouse	Kansas City, MO	(3) G650/S8730	700
Arbanas Golf Course	Kansas City, MO	G430	14
Eastern Office	Blue Springs, MO	G430	6
Parks Admin	Blue Springs, MO	G430 LSP	55
Parks Annex	Blue Springs, MO	G430	20
Parks Vehicle Service	Blue Springs, MO	G430	20
Hilltop School	Lee's Summit, MO	G450	100
McCune School	Independence, MO	G430	71
Family Justice Center	Kansas City, MO	G450 LSP	268
Election Board	Independence, MO	G430 LSP	35

## New Locations or Equipment Replacement

Should the customer add any new locations or replace existing equipment outlined in SKC's records as of February 2012, this agreement is subject to pricing adjustments to cover these locations under the same level of service.



## Project Pricing Summary

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The pricing listed below is valid until Monday, December 31, 2012. After this date, pricing may be adjusted to reflect SKC's current pricing.

### Annual Prepaid

Support Set Up - One Time Fee, Due up front	\$5,800.00
System Check to set back-ups – One Time Fee, Due up front	\$2,000.00
8x5 Proactive Monitoring – Annual prepaid	\$9,750.00
8x5 Hardware Replacement with Onsite – Annual Prepaid	\$44,250.00
Help Desk (10 Hours per quarter) – Annual Prepaid	\$7,000.00
<b>Total:</b>	<b>\$68,800.00</b>

## **SKC Terms and Conditions**

GENERAL CONDITIONS OF SUPPORT AND MANAGED SERVICES. The undersigned Customer agrees that these General Conditions of Support and Managed Services (the "Agreement") will govern the purchase of Services by Customer from SKC Communication Products, LLC.

Customer will cooperate with SKC as reasonably necessary for SKC's performance of its obligations, including providing full, free and safe access to its facilities and telephone numbers, network addresses and passwords necessary for remote access, as applicable.

SKC warrants to Customer that the services will be carried out in a professional and workmanlike manner by qualified personnel. If the services have not been so performed, and SKC receives Customer's detailed request to cure a non-conformance, within 30 days of its occurrence, then SKC will re-perform those Services. This remedy will be Customer's sole and exclusive remedy and will be in lieu of any other rights or remedies Customer may have against SKC with respect to the non-conformance of Services. EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION, NEITHER SKC NOR ITS LICENSORS OR SUPPLIERS MAKES ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES IN A SUPPORTED PRODUCT, SUPPORTED SYSTEM OR NETWORK WILL BE DETECTED OR THAT SERVICES WILL RENDER THEM SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SKC DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE. THE LIABILITY OF EITHER PARTY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. HOWEVER, THEY WILL NOT APPLY IN CASES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

SKC may assign this agreement or any associated order to any of its affiliated entities or to any entity to which SKC may sell, transfer, convey, assign or lease all or substantially all of the assets used in connection with its performance under this agreement. SKC may subcontract any or all of its obligations, but will retain responsibility for them. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including without limitation, fire, flood, act of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, and inability to secure materials or transportation facilities. The failure of either party to assert any of its rights under this Agreement is not a waiver by that party of its right later to enforce this Agreement in accordance with its terms. Customer may terminate Services in whole or in part upon 30 days written notice subject to the cancelation fees equal to Support Services fees for 12 months or the remaining term, whichever is less. This Agreement constitutes the entire understanding of the parties with respect to its subject matter and will supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between them relating to that subject matter. It will not be contradicted or supplemented by any prior course of dealing between the parties.



## Payment Terms & Schedule

Agreement is for a contract length of three years. SKC will invoice for the set-up fee once the kickoff call has occurred and then provide quarterly billing at the start of each quarter following the completion of service on-boarding. Should either party choose to dissolve this agreement at any time, SKC requires 30 days written notice.

SKC's payment terms are net 30. SKC accepts payment by check, wire transfer, P-card, Visa, MasterCard, Discover or American Express. Invoices can be mailed, e-mailed, or posted to client's online invoicing portal.

Projects which total over \$300,000 are subject to progressive billing terms. One-third of the project total is due upon order, one-third upon delivery and the final third upon sign-off.

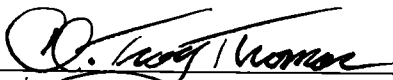
## Acceptance & Agreement

This contract must be fully executed prior to SKC initialing work, starting access set up and scheduling staff resources. Signature below acknowledges that all parties have reviewed and agree to this Statement of Work (SOW). The effective date is the date on which SKC signs this SOW.

I acknowledge an understanding of the purpose and content of this document. By signing this document and producing financial arrangements, I agree to this as the formal statement to begin work on and commit the necessary resources to the project described within. The effective date is the date on which SKC signs this agreement.

I confirm I am authorized to enter into this agreement between SKC Communication Products, LLC, and Jackson County.

### JACKSON COUNTY

  
Signature

Q. Troy Thomas

Printed Name

Director of Finance and Purchasing

Title

  
Date

### SKC COMMUNICATION PRODUCTS, LLC

  
Signature

Erin Thornton

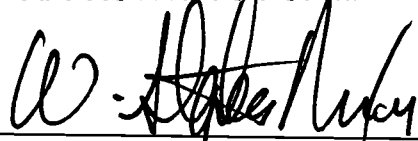
Printed Name

Director Managed Svc

Title

1-7-13  
Date

APPROVED TO FORM:

  
Signature

W. Stephen Nixon  
County Counselor

ATTEST:

  
Signature  
Mary Jo Spino  
Clerk of the Legislature



REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$122,742.00 which is hereby authorized.

January 6, 2013  
Date

D. Scott Thomas  
Director of Finance and Purchasing

Account Nos. 001-5101-56435 - \$67,710.00  
001-5101-56662 - \$45,078.00  
002-5102-56435 - \$ 898.00  
003-5103-56435 - \$ 4,333.00  
004-5104-56435 - \$ 3,554.00  
045-4500-56435 - \$ 1,169.00

BL 11802 000