REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: Res/@xd No.: 18949

Sponsor(s): Date:

Scott Burnett October 5, 2015

SUBJECT	Action Requested Resolution Ordinance Project/Title: Authorizing the purchase of the Renewal Service Contract for Network B. for Liebert Equipment for the Jackson County Courthouse Annex, Eastern Jackson County the Department of Corrections from Emerson Network Power Liebert Services, Inc.	nty Courthouse Annex
	of \$15,931.00 as a Sole Source.	
BUDGET	<u></u>	
INFORMATION	Amount authorized by this legislation this fiscal year:	\$15,931
To be completed	Amount previously authorized this fiscal year:	
By Requesting	Total amount authorized after this legislative action:	\$15,931
Department and	Amount budgeted for this item * (including transfers):	410,501
Finance	Source of funding (name of fund) and account code number:	
	001-1305-56580 General Fund, Information Technology, Maint.&Repair-Data Pro 045-1305-56580 Assessment Fund, Information Technology, Maint.&Repair-Data Pro	\$14,133 \$1,798
	* If account includes additional funds for other expenses, total budgeted in the account is: \$	
	OTHER FINANCIAL INFORMATION:	
	No budget impact (no fiscal note required)	
	Term and Supply Contract (funds approved in the annual budget); estimated value a	and use of contract:
	Department: Estimated Use: \$	
	Department Dominated Coo. 4	
	Prior Year Budget (if applicable): N/A	
DDIOD	Prior Year Actual Amount Spent (if applicable): N/A	
PRIOR	Prior ordinances and (date): N/A	
LEGISLATION	Prior resolutions and (date):	
CONTACT		
INFORMATION	RLA drafted by (name, title, & phone): Jessica Johnson, Senior Buyer, 881-3465	
REQUEST	The Annual Network Power Service Contract for the East & West Jackson County Cour	rthouses and Department
SUMMARY	of Corrections has expired and needs to be renewed. This service contract supports the in place for Network Back-Up power. This equipment maintenance agreement is considered because no other company can provide the maintenance and service for this equipment Metropolitan area.	Liebert Equipment that is dered a Sole Source
	Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Pu	rchasing recommends the
	purchase of the Renewal Service Contract for Network Back-up Power Services of the I	
	Jackson County Courthouse Annex, Eastern Jackson County Courthouse Annex and the	• •
	Corrections at a cost of \$15,931.00 as a Sole Source from Emerson Network Power Lie	bert Services, Inc. of
	Lenexa, KS.	
CLEARANCE		
	Tax Clearance Completed (Purchasing & Department) N/A	
	Business License Verified (Purchasing & Department)	
	Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Of	fice)
ATTACHMENTS	Memorandum from Mr. Scott Jacoby, Acting Director of Information Technology and S	
	(3 each) from Emerson Network Power Liebert Services, Inc.	contractor Quotes
REVIEW	Department Director:	Data
KE VIE W	Department Director.	Date:
	Di (D) Wom	7123/15
	Finance (Budget Approval):	Date:
	If applicable of a series of a	4/24/15
	Division Manager:	Date:0/1
	WI LIN	

	County Counselor	s Office:		Date:		
Fiscal	Information (to be verified	by Budget Office in Finance	e Department)	1		
Ø	This expenditure was included	in the annual budget.				
	Funds for this were encumbered	i from the	Fund in			
×	is chargeable and there is a cash		ppropriation to which the expenditude in the treasury to the credit of the point herein authorized.			
	Funds sufficient for this expenditure will be/were appropriated by Ordinance #					
	Funds sufficient for this appropriation are available from the source indicated below.					
	Account Number:	Account Title:	Amount Not to Exceed	:		
			n County to pay any specific amous each using agency places its order.	nt. The availability of		
	This legislative action does not	impact the County financially and	d does not require Finance/Budget	approval.		

Fiscal Note:

This expenditure was included in the Annual Budget.

		PC#				
Date:	September 24, 2015			RES	#_	18949
	Department / Division		Character/Description	<u>N</u>	lot	to Exceed
Gener	al Fund - 001					
1305 -	Information Technology		56580 - Maint & Repair Data Proc Equip	<u> </u>		14,133
Asses	sment Fund - 045					
1305 -	Information Technology		56580 - Maint & Repair Data Proc Equip			1,798_
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				-		
				-		
						15,931

Jay James Budgeting



Department of INFORMATION TECHNOLOGY

Jackson County, Missouri – 415 E. 12th Street, Room G-8, Kansas City, MO 64106 816-881-3151-Phone 816-881-3949-Fax

MEMORANDUM

To: JESSICA M. JOHNSON, SENIOR BUYER

FROM: SCOTT JACOBY, ACTING DIRECTOR OF IT/GIS

DATE: SEPTEMBER 1, 2015

RE: EMERSON ELECTRIC, SOLE-SOURCE FOR LIEBERT EQUIPMENT

WE HAVE BEEN USING EMERSON ELECTRIC AS OUR SOLE-SOURCE FOR HARDWARE MAINTENANCE OF THE LIEBERTS THAT WE HAVE INSTALLED AT THE EAST AND WEST COURTHOUSES AND CORRECTIONS. THESE LIEBERTS ARE THE BACKUP POWER IN CASE WE HAVE ANY ELECTRICAL SERVICE SUPPORT. EMERSON HAS BEEN THE REPAIR VENDOR AS WELL AS PERFORMING PREVENTIVE MAINTENANCE ON THESE POWER SUPPLIES FOR SEVERAL YEARS. WE ARE REQUESTING TO RENEW THEIR SERVICES FOR ANOTHER YEAR.



Emerson Network Power | Liebert Services

Aug 14, 2015

Q02357888

JACKSON COUNTY GI PUBLIC 303 WEST WALNUT ST INDEPENDENCE, MO US, 64050 SID 95551

2016 Renewal Service Contract



Thank you for your interest in Emerson Network Power, Liebert Services. We are pleased to submit the following proposal for your review and consideration.

Liebert UPS / Power / Battery Services:

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer
 engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable
 engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- Emerson maintains and follows all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

Standard Maintenance Contracts:

Site #: 95551
JACKSON COUNTY GI PUBLIC
303 WEST WALNUT ST
INDEPENDENCE, MO US, 64050

Tag #	Description	Model #	Annual PM Qty.	Coverage Type	Coverage Dates
1326217	NFINITY 4-16	N208S0612600	1	ESSENTIAL	11/1/2015 - 10/31/2016

Total price not including tax: USD \$1.798.00

any tax required initiate in customer ourstake scale

Payment Terms: Net 30 Days

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (913) 492-0770. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

JENNIE MCQUOWN

9776 Legler Lenexa, KS 66219 PHONE (913) 492-0770 FAX (913) 492-6776 EMAIL jennie.mcquown@ITSSolutions.net Order Q02357888



UNINTERRUPTIBLE POWER SYSTEMS NFINITY SCOPE OF WORK

ESSENTIAL SERVICE (1)

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service city.
- Includes 1-800-LIEBERT Customer Response Center.
- Includes 100% parts coverage (including internal batteries, excluding air filters and proactive full bank capacitor replacement.)
- Includes access to Liebert Customer Services Network On-Line Internet portal.
- Includes one Annual Preventive Maintenance Service scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).

- Parts for KVA/Battery upgrades not included. Labor is included if performed during a scheduled PM.
- Performed by Liebert factory trained Customer Engineers.
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Subject to all Terms & Conditions as noted in the Liebert Services Terms & Conditions.

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

Record the phase to phase input voltages.

Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.

Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.

Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.

Inspect for broken, brittle, damaged, or heat stressed components and cables.

Clean any foreign material and dust from internal compartments.

Perform a status check of alarm circuits.

Perform an operational test of the system including unit transfer to and from bypass.

Perform an operational test of the system including unit transfer to and from battery.

Install or perform Engineering Field Modifications including firmware revisions as necessary.

Return the system to normal load and verify the output voltage.

Review system performance with customer to address any system questions.



Order Number: Q02357888 Purchase Order must be assigned to: Payment remittance address: Emerson Network Power, Liebert Services, Inc. Emerson Network Power, Liebert Services, Inc. 610 Executive Campus Dr PO Box 70474 Westerville OH 43082 Chicago, IL 60673 FID# 43-1798453 PO should be e-mailed or faxed with signed proposal to: Emerson Network Power, Liebert Services, c/o JENNIE MCQUOWN Attn: JENNIE MCQUOWN Email: jennie.mcquown@ITSSolutions.net Fax: (913) 492-6776 Please complete the following information (All fields are required): Purchase Order Number: _____ Purchase Order attached: ☐ Yes ☐ No If PO NOT attached, please specify reason: ___ Invoice Delivery Method:

Web Billing (Attach Instructions)

Mail
Other ☐ Accounts Payable Email _______ Billing Contact Person: _____ Phone: ____ ______ Fax #: _____ Bill-To Company Name: ______ Bill-To Address: _____ Federal Tax ID # _____ Bill-To City, ST Zip: Tax Exempt: ☐ Yes (Attach tax exempt certificate) □ No Site Services/IT Contact Person:___ _____Phone: _____ * * COVERAGE DETAILS * * For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty(30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billiable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 45 days from the date of this Proposal unless otherwise noted. By acceptance of this Proposal, Buyer expressly manifests its assent to the Terms and Conditions of this Proposal, and agrees that if any provision of Buyer's Order or other document or communication from Buyer is inconsistent with any provision of these Terms and Conditions, regardless of the order or timing of the exchange of such document or communication, these Terms and Conditions shall prevail. Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below. Thank you for your business. Proposed By: Accepted By: Jennie McQuown 8-14-15 JENNIE MCQUOWN Buyer Signature Required Date Jackson County, HO Troy Thomas Director of Finance 816-881-3176 Printed Name

SERVICES TERMS AND CONDITIONS

Emorson Network Power Liebert Services, Inc. (Ikka Liebert Global Services, Inc.) is herein referred to as the "Seliler" and Ithin containing or person, or entity purchasing services ("Services") and point required for Services ("Parks") from Seliler is referred to us the "Buyer." These Services Teams and Constitutes, any price list or scheduler, advanced representation of services and additionments interpretated by specific referrance between the terms or therein, consisted the complete and exclusive statement or the feature structures interpretated by specific referrance for the referrance structure of the exclusive statement of the specific services and Parks by Seliric Buyer. Any discrepancies between the terms of the above inferential dominants shall be received by Seller. Seller, seller seller is seller to all of the terms of this Agreement, including feature and conditions into a mediation of the seller seller. Buyer's above the terms of this Agreement, footoling feature and conditions that are different from a each feet in the terms of this Agreement. Seller sell

- I. PRICES. Unless otherwise specified in whiting by Seller, the price qualled or specified by Seller for the Services strail remells in order for thisty (30) days after the date of Seller's quotation Seller's scope of work or acknowledgment of Bryer's noter for the Services, whichever occurs that provided an unconditional authorization from Buyer for the partamenta of the Services is received and accepted by Seller within such time pedad, if authorization is not accepted by Seller within such time pedad, if authorization is not accepted by Seller within such situations. Seller shall have the agant to change the price for the Services All prices are executive and switch are to be home by Buyer. Unless otherwise appeared by Seller, Parts will be furnished at Seler's than prevailing prices.
- 2. TAXES: Any current or future tax or governmental charge (or porease in same) affecting Solida's costs of Services or cross of production, sale, definery or shipment of Plans, or which Solitar is otherwise required to pay or credent in connection with the provision of Services and Plans, shall be for Eusper's account with shall be added to the proce or billest to Buyor separately, at Celler's decision.
- 3. TERMS OF PAYMENT. Unless otherwise specified by Selfer, terms of payment are not 30 days from date of sufferal invoice. Safer shall have the right, among other rentedles, either to terminate this Agreement or to suspend unline performance under this Agreement and/or other agreements with Buyer in the avoid Buyer last to make any payment with or disk which other agreements Buyer and Soller hereby amond accordingly. Buyer shall be libate for all expenses, including attorneys feets, relating to the collection of past due amounts. If any payment owned to Ester is not paid when due, it shall not exceed the maximum are permitted by Jaw. From the date or which it is goal. Safer may preserve its interests in payment by enforcing any applicable mechanics, construction or smiler feet hights. Should Buyer's ficancial responsibility become unsatisfactory to Soller, cash payment or society is seller and by Soller for future performance of Services in provided, in addition to Seller's other rights and remodes. Switer may disconline performance of Services and provided, in addition to Seller's other rights and remodes. Switer may disconline performance of Services and provided, in addition to
- 4. <u>BHIPMENT AND DELIVERY.</u> While Seller will use all reasonable commercial efforts to maintain the performance dates are approximate and not guaranteed. Seler, at its option, shall not be bound to 'ender delivery of any Parts for which Bayer has not provided shipping instructions and other required information. If the provision of Selectors or shipment of the Parts is applicated administration and other required information. If the provision of Selectors or shipment of the Parts is applicated and delayed by Buyer for any and all storage costs and other additional expanses resulting therefore. Unless otherwise specified by Seller, for as as of Parts in which the each destination of the Parts is obtained that the each destination of the Parts is a state of its called distance to the Called States, take of loss and legal title to the Parts and their shipments, risk of loss and legal title to the Parts shall transfer to Buyer shipping point. Notwithstanting the above, risk of loss and legal title to Parts shall transfer to Buyer (i) when delivered by the delivered by the delivered by the delivered of the States of the States of the States of States of
- S. LIMITED WARRANTY: Subject to the limitators of Section 6. Sefer warrants that if with perform the Services as described in this Agreement and will exercise all reasonable skill, care and due diligence in the performance of the Services and shall perform the Services in accontance with professional practice. Sellor warrants that all Services performed in the services in accontance with professional practice. Sellor warrants that all Services performed in the sellor sellor

This warrally coes not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence jotner than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions. Impreper estaterion, repair, handling, maintenance or application or any other dates not that saulle of safety. To the extent that Buyer or its against have supplied appendings, internation, representation of negrating conditions or other date to Seller that is used in (i) the selection of the Services analog Parts and (ii) the proparation of Seller's quotation analog scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained feeled that are affected by such conditions shall be auth and void.

Buyer assumes all other responsibility for any less, damags, or injury to persons or property ansing out of connected with, or resulting from the use of Services or Parts, other along or in combination with other parts.

6. <u>LIMITATION OF REMEDY AND LIABILITY</u>. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER. SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SELLER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR SERVICES.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CALM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFIDEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TONT OR OTHERWISE, SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCRED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTAL OR PUNITIVE DAMAGES. THE term "consequential damages" analishchida, tuli at the Intello i, loss of advictorable pricits, tunishess interruption, os so for use, revenue, regulation and data, custo bounded, including without limitation for clipital, fuel, mower and loss or damage to properly or

It is expressly understand that any technical advice lumished by Seller with respect to the use of the Paris and/or Senares is given without charge, and Seller assumes no abligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7 INSURANCE: Select shall maintain the following distrance of self-integrance coverage. Worker's Companisation in accordance with the statisticy requirements of the state in which the work is performed. Employer's Liability with a final of flability of \$2,000,000 per occurrence for body, rightly by it-ordered or body injury by disease. Commercial Contract Liability (CCL) for body legby and properly durings with a final of \$2,000,000 or occurrence and aggregate CCL includes Contractual Liability. CCL does not include Products and Complete Operations coverage, which is soft-insured. Automobile Liability insurance hat covers usage of all covered, non-owned and lessed vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability but no special endorsements. Additional information related to the insurance coverage provided by Seller can be found at www.marsh.com/moi?client=0900.

Buyer expressly arknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other teams and conditions specified herein, which allocate the risk between deller and Buyer and form a basis of this bargain between the parties.

8. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for non-performance due to acts of Gad; war, opidemic; irin. flood; weather, salociage, strikes or labor disputes; civil disturbances or rots; positionand at entress, rectingtions, since control of salocial original strikes or control or actions, unavailability of or delays in transportation, default of a upplicate or underessed incrematances acts or ontalsours of Buyer, including, without flimington, these operation of action 19, or any events an causes beyond Seller's reasonable control. Performance of Services and default or action 19, or any events or causes beyond Seller's reasonable control. Performance of Services and default or action 19, or any events or causes beyond the foreign of the performance of the perfo

unaffected as a result of the foregoing. If Selfer determines that its ability to supply the total demand for the Services or Perts or to obtain material used directly or indirectly in the manufacture of the Parts is bindered, limited or made impracticable due to causes set forth in the preceding paragraph, Salter may delay parformance of Services or allocate its availables in play of the Parts among its purchasers on such pasts as Selfer determines to be equitable without lisbifity for any failure of porformance which may result therefrom.

- CANCELLATION: Buyer may cancel orders only upon reasonable advance written notice and upon payment to Selfer of Selfor's cancellation charges which include, among other things, all costs and expenses incurred and to cover commitments made by the Selfer, and a reasonable profit thereon. Selfer's determination of such cancellation charges shall be conclusive.
- 10 CHANGES: Buyer may recuest changes or additions to the Services, in the event such changes or additions are accepted by Serior. Selfer may revise the pace and performance dates. Selfer reterved the light to change iterigies and specificalists for the Parts without prior notice to Buyer, except with respect to Parts being model-to-crist for Buyer. Selfer shall have no obligation to install or make such change in any Parts manufactured prior to the date of such change.
- 11 NUCLEAR/MEDICAL: SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICA., LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Sorvices and Parts with the foregoing understanding, agrees to continuintease the same in writing to any subsequent purchasers or users and to defend, indemnity and hold harmless Selfor from any claims, losses, suits, judgments and damages, including incidental and consecuential admages, ansing from such use, whether the cause of action be based in lant, contract or otherwise, including alregations that the Selfer's flathilly is based on negligence or strict tables.
- 12. ASSIGNMENT: Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seiler, and any such assignment or delegation, without such consent, shall be void.
- 13. INSPECTION: Buyer shall have ten (10) days from the date of competion of each portion of the Services to inspect the Services, and in the event of any non-conformity. Buyer must give written notice to Sellor within said settled stating why the Services are not conforming. Failure by Buyer to give such notice constitutes unqualified anceptance of the Services.
- 14. BILLABLE SERVICES: Additional changes will be brilled to Buyer at Selters then prevailing labor rates for any of the following: 3) any Services not specified in Selter's quotation. Selter's other advocwledgement, Selter's cope of work, or other documents reforemed herein and therein; b) any Services performed at times other than Selter's mornal service hours; of if finely and reasonable site and/or equipment access is denied the Selter's service representative; d) if it is necessary, due to local circumstances, to use unlost lister or hier an outside contractur, Selter Service passonated will provide supervision only and the cost of such unless or contract labor will be changed to Buyer; (e) if Service or repair is necessary to return ectophent to proper operating condition as a result of other than Selter (i) maintenance repairs, or modifications who did not intended to a service of the s
- 15. <u>DRAWINGS</u>: Selfer's documentation, prints, and crawings ("Documents") (including without limitation, the underlying technology) furnished by Selfer to Buyer in connection with this Agreement are the property of Selfer and Selfer retains all rights, including without limitation, exclusive rights of use. There's go and sale. Notwithstending the foregoing, Buyer may use the Documents in connection with the Services and Parts.
- 16. EXPORTIMPORT: Buyer εgrees that all applicable import and export control laws, regulations, orders and requirements, including willicuit limitation those of the United States, and the jurisdictions in which the Seter and Buyer are established or from which Services and Parts may be supplied, will apply to their receipt alway, in no event shall Buyer use transfer, release, import, or export Parts in violation of such applicable laws, regulations, orders or requirements.
- 17. NON-SOLIGITATION: Buyer shall not selfcit directly or Indirectly, or employ any employee of Selfer during the period any Services are being provided to Buyer and for a period of one (1) year after the last provision of Services.
- 18. GENERAL PROVISIONS: These Services Terms and Conditions supersed all inflor communications, negotiations and prior total or written statements regarding the subject matter of those Services Terms and Conditions. No change, mortification, recession, discharge, abandonment, or waiver of these Services Terms and Conditions. No change, mortification, recession, discharge, abandonment, or waiver of these Services Terms and Conditions shall be bridling upon the Selfer unloss made in writing and signed on its behalf by a dudy authorized representations of Selfer. No conditions, usager of Waide, course of dealing or performance, understanding or agreement purporting to mortify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be becord, and no modification or additional terms shall be produced to the product of the party to the bound, and no modification or additional terms shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly unditional upon Buyer's assent to any additional or different terms set forth herein. Selfer reserves the right to schoolinated Services to others. No waiver by either party with respect to any breach or default or of any find or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or remedy, unless such waiver be expressed in writing and signed by the party to be become all this decreased.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Chip without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for an actions ensuing in connection herewith shall be only in the courty of Frankin, state of Chip, and the parties agree to submit to such justisations. No action, regardless of form, asking out of twasefulns relating to this contract, may be brought by either purty more than two (2) years after the cause of action has accurate. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this Agreement.

- O.N. Convention on Contracts for the International Sales of Goods shall not apply to this Agreement.

 19. ADDITIONAL SERVICE CONDITIONS. The Buyer shall furnish to Saler, at no cost, stored apace, accounted heat, telephone, light ventitation, regulated electric power and ordites for testing purposes. The fracilities shall be within a reasonable distance from where the Services are to be provided. Service and its representatives shall have full and free access to the equipment in order to provide the encessing Services. Mayer authorizes Seller to sand a service technican or an authorized sept to access any use requested by Buyer to perform Services, including services technican or an authorized sept to access any use requested by Buyer to perform Services, including services to electric power to the equipment as required by Buyer Buyer, shall provide Seller shall provide Seller, in writing, at the time of order placement and the rest of any insafe or hazandous substance or condition at the sell-including, but not limited to the presence of asbestos or asteroisming malerials, and shall provide Seller with any applicable Maleria. Data Service Seller, shall be berne by Buyer. Seller, in all stole decretion and without cost or peakly, reserves the right to cancer its performance ander this Agreement of any order immediately upon written notice to Buyer's failure to so advise Seller and the seller and the seller and any order immediately upon written notice to Buyer to twolysic Seller access to performance ander this Agreement of any order immediately upon written notice to Buyer to whole seller advised to the seller shall not be seller accessed to the seller of the accessible at all times that Seller personnel are at the sile. Seller shall not be fable for any expensive incurred by Buyer to two and the seller personnel shall cooperate with and provide all reconstance to Seller shall not be fable for any expensive incurred.

 20. INDERMITY: As lo Seller consists of the seller access to any work parformed by Buyer.
- 20. INDEMNITY: As to Seller provided Services, Seller agrees to protect, defend (using counsel selected and compensated by Seller), note harmoss, and littler nity Buyer from and against third party claims for bodily injury including death, or properly diamage to the extent caused by the negligibility across or omissions of Saller employees, agains, or subconfinations in performing Services.

Such indemnification shall extend to claims in tisted within two (2) years from the date services write performed causing such diding to enter, abell be reduced to the extent any injury or property demage is caused by others, and conditioned upon. (a) Buyer provision of the object in the conditioned upon. (a) Buyer provision of the object provision of an object provision of an administration of the claim defense to include the right to oppose or settle same at its reasonable describion.

Jackies County EXIII II OES 803014 ess 440

AH 9/22/15



Proposal for Service

Emerson Network Power | Liebert Services

Aug 14, 2015

Q02218767

JACKSON COUNTY 1305 LOCUST STREET KANSAS CITY, MO US, 64106 SID 150543

2015 SERVICE CONTRACT - PREFERRED AND ESSENTIAL OPTIONS

\$2,108



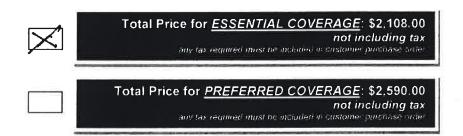
Thank you for your interest in Emerson Network Power, Liebert Services. We are pleased to submit the following proposal for your review and consideration.

Liebert UPS / Power / Battery Services:

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer
 engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable
 engineers and technicians available, will cover you.

Site #: 150543 JACKSON COUNTY 1305 LOCUST STREET KANSAS CITY, MO US, 64106

Tag #	Description	Model #	Annual PM Qty.	Coverage Type	Coverage Dates
1656079	NFINITY 4-16	NB20S0712600	1	PREFERRED or ESSENTIAL	8/24/2015 - 8/23/2016
1656080	NFIN MBC	NMB519900000000		PREFERRED or ESSENTIAL	8/24/2015 - 8/23/2016



NOTE: The main difference between Essential and Preferred service types is when the PM is performed.

Essential is performed Monday-Friday 8am to 5pm

Preferred is performed at customer's convenience

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (913) 492-0770. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely, JENNIE MCQUOWN 9776 Legler Lenexa, KS 66219 PHONE (913) 492-0770 FAX (913) 492-6776 EMAIL jennie.mcquown@ITSSolutions.net Order Q02218767



Order Number: Q02218767 Payment Terms: Net 30 Days Purchase Order must be assigned to: Payment remittance address: Emerson Network Power, Liebert Services, Inc. Emerson Network Power, Liebert Services, Inc. 610 Executive Campus Dr PO Box 70474 Westerville OH 43082 Chicago, IL 60673 FID# 43-1798453 PO should be e-mailed or faxed with signed proposal to: Emerson Network Power, Liebert Services, c/o JENNIE MCQUOWN Attn: JENNIE MCQUOWN Email: jennie.mcquown@ITSSolutions.net Fax: (913) 492-6776 Please complete the following information (All fields are required): Purchase Order Number: _____ Purchase Order attached: ☐ Yes ☐ No If PO NOT attached, please specify reason: Invoice Delivery Method: ☐ Web Billing (Attach Instructions) ☐ Mail ☐ Other Billing Contact Person: _____ Phone: ____ _____ Fax #: _____ Bill-To Company Name: ______ Bill-To Address: _____ Federal Tax ID # ______ Bill-To City, ST Zip: _____ Tax Exempt: ☐ Yes (Attach tax exempt certificate) □ No Site Services/IT Contact Person: Phone: * * COVERAGE DETAILS * * For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty(30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 45 days from the date of this Proposal unless otherwise noted. By acceptance of this Proposal, Buyer expressly manifests its assent to the Terms and Conditions of this Proposal, and agrees that if any provision of Buyer's Order or other document or communication from Buyer is inconsistent with any provision of these Terms and Conditions, regardless of the order or timing of the exchange of such document or communication, these Terms and Conditions shall prevail. Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below. Thank you for your business. Proposed By: Accepted By: Jennie McQuown 8-14-15 JENNIE MCQUOWN Date Buyer Signature Required Jackson County MO Troy Thomas, Director of Finance 816-881-3176 Printed Name



UNINTERRUPTIBLE POWER SYSTEMS NFINITY SCOPE OF WORK

ESSENTIAL SERVICE (1)

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service city.
- Includes 1-800-LIEBERT Customer Response Center.
- Includes 100% parts coverage (including internal batteries, excluding air filters and proactive full bank capacitor replacement.)
- Includes access to Liebert Customer Services Network On-Line Internet portal.
- Includes one Annual Preventive Maintenance Service scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).

- Parts for KVA/Battery upgrades not included. Labor is included if performed during a scheduled PM.
- Performed by Liebert factory trained Customer Engineers.
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Subject to all Terms & Conditions as noted in the Liebert Services Terms & Conditions.

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

Record the phase to phase input voltages.

Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.

Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.

Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.

Inspect for broken, brittle, damaged, or heat stressed components and cables.

Clean any foreign material and dust from internal compartments.

Perform a status check of alarm circuits.

Perform an operational test of the system including unit transfer to and from bypass.

Perform an operational test of the system including unit transfer to and from battery.

Install or perform Engineering Field Modifications including firmware revisions as necessary.

Return the system to normal load and verify the output voltage.

Review system performance with customer to address any system questions.



UNINTERRUPTIBLE POWER SYSTEMS NFINITY SCOPE OF WORK

PREFERRED SERVICE (1)

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service city.
- Includes 1-800-LIEBERT Customer Response Center.
- Includes 100% parts coverage (including internal batteries, excluding air filters and proactive full bank capacitor replacement.)
- Includes access to Liebert Customer Services Network On-Line Internet portal.
- Includes one Annual Preventive
 Maintenance visit scheduled by the
 customer at the customer's convenience
 (excluding national holidays).

- Parts for KVA/Battery upgrades not included. Labor is included if performed during a scheduled PM.
- Performed by Liebert factory trained Customer Engineers.
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Subject to all Terms & Conditions as noted in the Liebert Services Terms & Conditions

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

Record the phase to phase input voltages.

Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.

Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.

Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.

Inspect for broken, brittle, damaged, or heat stressed components and cables.

Clean any foreign material and dust from internal compartments.

Perform a status check of alarm circuits.

Perform an operational test of the system including unit transfer to and from bypass.

Perform an operational test of the system including unit transfer to and from battery.

Install or perform Engineering Field Modifications including firmware revisions as necessary.

Return the system to normal load and verify the output voltage.

Review system performance with customer to address any system questions.



UNINTERRUPTIBLE POWER SYSTEMS PERIPHERALS MAINTENANCE BYPASS CABINET LOAD BUS SYNC POWER TIE SLIM LINE DISTRIBUTION CABINET SCOPE OF WORK

PREFERRED SERVICE (1)

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service city.
- Includes 100% parts coverage (excluding circuit breakers).
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Performed by Liebert factory trained Customer Engineers.

- Includes one Preventive Maintenance visit scheduled by the customer at the customer's convenience (excluding national holidays).
- Includes 1-800-LIEBERT Customer Response Center.
- Includes access to Liebert Customer
 Services Network On-Line Internet portal.
- Subject to all Terms & Conditions as noted in the Liebert Services Terms & Conditions.

SERVICE PERFORMED

Full Preventive Maintenance Service

- 1. Complete visual inspection of the equipment including internal sub-assemblies, wiring harnesses, contactors, cables, and major components.
- 2. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
- 3. Clean any foreign material and dust from internal compartments.
- 4. Perform a status check of all alarm circuits (if applicable).
- 5. Calibration of the equipment to meet manufacturer's specifications (if applicable).
- 6. Operational checkout of the system to include transfers and proper status indications.
- 7. Install or perform Engineering Field Change Notices (FCN) as necessary.
- 8. Return unit to operational service with normal load then measure and verify display indications.

SERVICES TERMS AND CONDITIONS

Emerical Network Power Liebert Services, Inc. (Mrs. Liebert Global Services, Inc.) is herein referred to as the "Sellier" and the instance or person of entity purchasing services ("Services") and parts required for Services ("Parts") from Sollier's services to as the "Buyer." These Services Trains and Contillions, any price list of schooling, quotation, acknowledgment, Seller's source of work, of invented from Sellier relevant to the provision of Services and air documents incurricated by seculos reference network to therein, constitute the complete and sexclusive statement of the appreciated only services and Parts in Sellier's source of the Jerus of this appreciate and services and Parts by Sellier favor and incorporated by Sellier. Sellier's acceptance of the International documents shall be resolved by Sellier. Sellier's acceptance of the Services and Parts will subject to all of the terms of this Agreement, including terms and conditions that am different from or accidental to the terms and conditions that am different from or accidental to the terms and conditions at Buyer's purchase order. Buyer's acceptance of the Services and Parts will numinfest Buyer's assent to the terms of this Agreement. Sellier reserves the right I into solo discretion to refuse orders.

- 1. PRICES: Unless otherwise specified in writing by Selfer, the grice quotied or specified by Selfer for the Services shall remain in effect for thirty (30) days after the date of Selfer's question. Selfer's scope of work or acknowledgment of Buyer's inter for the Services, whichever occurs first, provided an unconstitional authorization from Buyer's for the performance of the Services is received and accepted by Selfer within such period. If authorization is not received by Selfer within such think you period, Selfer shall have the agnit to change the price for the Services. All prices are executived et alexe, which are to be borne by Buyer. Unless otherwise specified by Selfer, Plans will be furnished at Selfer's their prevailing prices.
- 2. TAXES: Any current or future (ax or governmental charge (or increase in same) affecting Soller's costs of Services or costs of production, sale, delivery or shipment of Parts, or which Soller is otherwise required to pay or collect in connection with the provision of Services and Parts, shall be for Buyer's account and shall be added to the once or billed to Buyer separately, at Seller's electron.
- 3. IERMS OF PAYMENT: Unless otherwise specified by Seller, terms of payment are net 10 days from fath of Seller's tilyotoc. Selver shall have the right, among other remedies, either to remande this Agreement or to suspend further performance under this Agreement author other agreements with Buyer in the avent Buyer falls to make any payment when due, which other agreements Buyer and Selfer heroby amond accordingly. Buyer shall be dated for all expenses, including attorneys' fees, relating to the collection of past due amounts, if any payment was well to seller it not paid when due, it shall bear interest, if a let to be determined by Selfer, which shall not exceed the maximum rate permitted by law, from the date on watch it is due until it is paid. Selfer may preserve its interests in payment by enforcing any applicable mechanics, construction or smilar feel rights. Should Buyer's financial responsibility become unsatisfactory to Selfer, cash payments or security is Selfer may be required by Selfer for future performance of Services or provision of Parts. If such cash payment or security is not provided, in addition to Selfer's other rights and remedies, Selfer may discontinue performance of Services and provision of Parts.
- 4. SHIPMENT AND DELIVERY. While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not guaranteed. Seller, at its option, shall not be bound to ender delivery of any Parts for which Buyer has not provided shipping instructions and other required information. If the provision of Servines or shipment of the Parts is postponed or delayed by Buyer for any makinn, Buyer agrees to reinhouse Seller for any and all storage costs and other reddelined expenses resulting fleeteform. Indices otherwise specified by Seller, for sales of Parts in which the end destination of the Parts is outside of the Limited Blates, tax of less and legal filler but the Parts shall transfer to Buyer immediately inflor the Parts have gassed beyond the territorial times of the United States. For at other shipments, risk of loss and legal filler outside the parts are placed in storage of the continuous shipments and the parts are placed in storage due to Buyer's delay ar postponence. Any claims (or shortages or damages suffered in transit are the responsibility of Buyer about delivery.)
- 5. LIMITED WARRANTY: Subject to the limitations of Section 6, Salet warrants that it will perform the Services as iteach bed in this Agreement and will exercise all reasonable will, care and due diligence in the performance of the Services and shall perform the Services in accordance with professional practice. Sellor warrants that all Services performed shall be free from faulty workmapship for a good of thirty (30) days from completion of Services. To the extent assignable, Sellor accipate to Buyer any warrantes that are made by manufactures and suppliers of Paris, EXCEPT AS SPECIFICA SERVICES, FURNISHED HEREUNDER ARE FURNISHED AS IS, WHERE IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTIES SET FORTH IN THIS SECTION 5 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE SERVICES AND PARTS AND ARE IN LIEU OF AND EXCLUSIVE WARRANTIES, EXPRESS OR IMPLIED, ARISING BY PERFATION OF LAW OR OTHERWASE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

This warrantly does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Beller's), unauthorized modification or alternation, use beyond rated capacity, unsuitable power sources or environmental conditions, improper notatiation, impair, handler, maintenance or application or any other cause not the fault of Select To the satest that Buyer or its agains have supplied specifications, information, representation of operating conditions or other date to Select that is used in $\mathfrak Q$ the selection of the Services ander Parts and $(\mathfrak S)$ the proporation of Selects quotation and/or scope of work, and in the event that actual operating conditions or other conditions differ from mose represented by Buyer any warrantes or other provisions contained herein that are affected by such conditions shall be quit and void.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of connected with, or resulting from the use of Services or Parts, either stone or in combination with other parts.

6. LIMITATION OF REMEDY AND LIABILITY. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER. SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SELLER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR SERVICES.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS GUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequent at damages" shall include, but not be limited to, loss of indicusted profes, business interruption, loss of use, revenue, regulation and data, costs (incurred, including without imitation, for capital, feet, power and loss or damage to property or

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Paris and/or Servicos is given without thorge, and Seller assumes no obligation or liability for the advice given, or results obtained, all auch advice being given and accepted at Buyer's risk.

7. INSURANCE: Seller shall maintain the following insurance of self-insurance coverage. Worker's Compensation in accordance with the statictory requirements of the state in which the work is participated. Employer's Liability with a first of faability of \$2,000,000 per accurrence show participated in the state of specific property durings with a first of \$2,000,000 per accurrence and aggregate. CRL includes Contractual Liability. CRL dates not include Procusts and Competed Operations coverage, which is self-insured. Automobile Liability Insurance that covers assign of till Gwined, innovable and leased vehicles and which is self-out to a combined single lifett per occurrence of \$2,000,000. Automobile Liability insurance includes. Contractual Liability, but no special andorsements. Additional information related to the insurance coverage provided by Seller can be found at www.marsh.com/mai?client=0900.

Buyer expressly acknowledges and agrees that Sellor has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which effects the risk between Seller and Buyer and form a basis of this bargain between the

d. EXCUSE OF PERFORMANCE. Seller shall not be liable for delays in performance or for non-performance dual to acts of God: war, epidemic, time flood, weather, saborage, stakes or taken disputes; and disturbances or nots, powermental requests, restrictions, sibications flows, regulations, contains at actions, interest contains an action of the disputes of the property of the delays of the performance acts of contains of delay of the property of the delays of the performance of the per notice to duyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain

unalitation as a result of the feregolog, it Seller determines that its ability to supply the lofal demand for the Services or Pents or to obtain material used directly or indirectly in the manufacture of the Parts is hindrered, limited or made imprecisable due to causes set forth in the preceding paragraph, Seller may delay parformance of Services or allocate its svalible's upply of the Parts among its purchasers on such basis as Seller determines to be equitable without disbrify for any failure of performance which may result therefrom.

- 9 CANCELLATION Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other hings, all costs and expenses incurred and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such carcellation charges shall be conclusive
- 10 CHANGES. Buyer may request changes or additions to the Services. In the event such changes or additions are accepted by Soiler Seller may revise the pice and performance dates. Siller reserves the right to change useigns and specifications for the Parts whithout poor nance in Buyer, except with respect to Parts being intect order for Buyer. Seller shall have no obligation to install or make such change in any Parts manufactured prior to the date of such change.
- 11. NUCLEAR/MEDICAL: SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Services and Parts with the foregoing understanding, agrees to communicate the same in whing to any subsequent purchasers or users and to detern, Indemnity and hold trambles Seler from any claims, losses, suits, integrents and damages, including inortantal and consequential damages, ansing from such use, whether the cause of action be based in fort, contract or otherwise, including alregations that the Seller's flatfilly is based on negligence or strict libraries.
- 12. ASSIGNMENT: Buyer shall not assign its rights or delegate its dulies hereunder or any interest herein without the prior witten consent of Seller, and any such assignment or delegation, without such consent, shall be void
- 11. INSPECTION: Buyer shall have len (10) days from the date of completion of each portion of the Services to inspect the Services, and in the event of any non-conformity. Buyer must give written notice to Seller within said period stating why the Services are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Services.
- 14. BILLABLE SERVICES: Additional changes will be billed to Buyer at Seller's then prevailing labor rates for any of the following: a) any Services not specified in Seller's quotation. Setler's order acknowledgement, Seller's scope of work, or other documents referenced hardin and therein; b) any Services performed at times other than Seller's cornal service hours; o) if Imaly and resenable size and/or explainment access is denied the Seller service representation; (i) if I is necessary, due to local circumstances, to use when tabor or hire an outside contractor, Seller Service personal will provide supervision only and the cost of such union or contract about will be changed to Buyer; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller. (i) maintenance repair, or modification (adduding, without invitation, changes in specifications or incorporation distactments or other features), (iii) failure to expert in accordance with applicable specifications, and (iv) catastoppia, accident, or other causes systematic operations of incorporation continuous properties of the sellent services of requirements and continuous or requirements; including but not limited to those related to insurence requirements, service delivery, building only or technical training. building entry or technical training.
- 15 <u>ORAWINGS</u> Seller's documentation, prints, and grawings ("Documents") fincluding without limitation, the underlying schnology) (unished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller relains all rights, including without limitation, exclusive rights of use, fisensing and sale. Notwithstanding the foregoing, Buyer may use the Documents in connection with the Sovices and Paris.
- 16. EXPORTIMPORT: Buyer agrees that all applicable import and expon control laws, regulations, orders and requirements, including without limitation those of the United States, and the jurisdictions in which the Selfer and Buyer are established or from which Services and Parts may be supplied, will apply to their receipt and use. In no expect shall Buyer use, transfer, release, Import, or export Parts in violation of such applicable laws, regulations orders an requirements.
- 17. NON-SOLICITATION: Buyer shall not policit, directly or indirectly, or employ any employee of Seller during the period any Services are being provided to Buyer and for a period of one (1) year after the fast provision of Services.
- pended any Services are being provided to Buyer and for a pended of one (1) year after the last provision of Services.

 16. GENERAL PROVISIONS: These Services Terms and Conditions superseds all other communications, negotiations and prior oral or written statements regarding the subject matter of these Services Terms and Conditions shall be inclining upon the Selter unions made in writing and signed on its betailt by a duty authorized department this Agreement shall be binding upon the Selter unions made in writing and signed on its betailt by a duty authorized representative of Selter. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Selfer's receipt, acknowledgment, or acceptance of numerase indementation continging terms at variance with or in additional terms shall be determed an acceptance of a prior offer by Buyer, usuel acceptance is expressly conditional upon Buyer's assent to any additional or different terms and soft prior offer by Buyer, usuel acceptance is expressly conditional upon Buyer's assent to any additional or different terms. Self only bureful. Seler reserves the right to subcontract Services to others. No waiver by either party with respect to any breach or default or of any infort or remency, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clearing standard and provided in a provided or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or remedy, unless such waiver be expressed in writing and signed by the party to be correction.

The validity, performance, and all other maiters relating to the interpretation and affect of this Agreement shall be governed by the law of the scale of Obio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venus for all authors anstrog in connection herewith shall be only in the country of Franklin, state of Obio, and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accurate. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this Agreement.

- U.N. Convention on Contracts for the International Sales of Goods shall not apply to this Agreement.

 19. ADDITIONAL SERVICE CONDITIONS: The Buyer shall furnish to Selter, at no cost, suitable working space, storage space, attequate heat, leepiglons, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where his Services are to be provided. Selter and his representatives shall have this and free access to the equipment in order to provide the necessary Services. Buyer authorizes Selter to send a service technicina or an antinorized agant to access any site requestor by Buyer to particular Services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide some nearts to shall stall and securic electric power to the equipment as requested by Buyer by Buyer. Buyer shall provide some nearts to shall stall and securic electric power to the equipment and provide safe working positions. Selter is under no obligation to remove or dispose of Plats or equipment unless apacifically agreed upon in Selter's accept site work. Buyer shall immediately influent Selter, in writing, at the first of order placement and threather of any unsafe or hazardous substance or condition at the site, including, but not initied to the presence of selection or substance. In a substance or condition at the site, including the site of the provided selection and without cost or peakly, reserves the light to cancel is performance under this Agreement or any order immediately upon written notice to Buyer following Selter decovery of unsafe or hazardous that substance or condition or any other occurring selection and selections of the services to the performance of Services. Buyer shall appear to the services to the performance of Services. Buyer shall appear to the services to the entire of the performance of Services. Buyer shall
- 20. INDEMNITY: As to Seller provided Services, Seller agrees to protect, derend (using counse) selected and componsated by Seller), hoto harmess, and indemnity buyer from and against third party claims for bodily injury including death, or property damage to the extent caused by the regiligent acts or omissions of Seller amployees. agents, or subcontractors in performing Services.

Such indemnification shall extend to delims initiated within two (2) years from the date services were performed causing such delimit to arise, shall be reduced to the excent any injury or properly damage is caused by offerers, and is conditioned upon. (a) Buryler provision of three shall all executed decumentation and essistance and (b) Smiler assumption of the claim defense to include the right to appose or cettle same at its reasonants.

PH 9/22/15



Emerson Network Power | Liebert Services

Aug 14, 2015

Q02221595 rev1

JACKSON COUNTY COURTHOUSE 415 EAST 12TH STREET KANSAS CITY, MO US, 64106 SID: 67427

2015 Renewal & 2016 Warranty Service Contract

\$12,025



Thank you for your interest in Emerson Network Power, Liebert Services. We are pleased to submit the following proposal for your review and consideration.

Liebert UPS / Power / Battery Services:

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.

Site #: 67427 JACKSON COUNTY COURTHOUSE 415 EAST 12TH STREET KANSAS CITY, MO US, 64106

Renewal 2015 Contract:

Tag #	Description	Model #	Annual PM Qty.	Coverage Type	Coverage Dates
1173416	UPST S 08-12	VUB08CBLA	1	PREFERRED – NO PARTS GUARANTEED	TBD
1312130	NFINITY 4-16	N208S0612600	1	PREFERRED	TBD
1451109	NFINITY 4-16	N216S0812600	1	PREFERRED	TBD

Total Renewal 2015 Price not including tax: \$6.845.00

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Warranty 2016 Contract:

Tag #	Description	Model #	Annual PM Qty.	Coverage Type	Coverage Dates
1658433	NFINITY 4-16	NB20S0712600	1	PREFERRED	10/8/2015 - 10/7/2016
1658573	NFINITY 4-16	NB20S0712600	1	PREFERRED	10/8/2015 - 10/7/2016
1658574	NFIN MBC	NMB519900000000	1	PREFERRED	10/8/2015 - 10/7/2016

Total Warranty 2015 Price not including tax: \$5,180.00

Sincerely, JENNIE MCQUOWN

9776 Legler Lenexa, KS 66219 PHONE (913) 492-0770 FAX (913) 492-6776 EMAIL jennie.mcquown@ITSSolutions.net Order Q02221595



Order Number: Q02221595

Purchase Order must be assigned to: Emerson Network Power, Liebert Services, Inc. 610 Executive Campus Dr Westerville OH 43082 FID# 43-1798453

Payment remittance address: Emerson Network Power, Liebert Services, Inc. PO Box 70474 Chicago, IL 60673

PO should be e-mailed or faxed with signed proposal to:

Emerson Network Power, Liebert Services, c/o JENNIE MCQUOWN

Attn: JENNIE MCQUQWN

Email: jennie.mcquown@ITSSolutions.net Fax: (913) 492-6776	ij
Please complete the following information (All fields are re	equired):
Purchase Order Number:	Purchase Order attached: ☐ Yes ☐ No
If PO NOT attached, please specify reason:	
Invoice Delivery Method: Web Billing (Attach Instructions)	□ Mail □ Other
☐ Accounts Payable Email	@
Billing Contact Person:	Phone:
Email:	Fax #:
Bill-To Company Name:	Bill-To Address:
Federal Tax ID #	Bill-To City, ST Zip:
Tax Exempt: ☐ Yes (Attach tax exempt certificate)	□ No
Site Services/IT Contact Person:	Phone:
* * COVERACE For equipment not currently under a Service Agreement or for equipment for the Buye equipment back to manufacturers specifications are the responsibility of the Buye pricing is valid only for Service coverage stated and is subject to change if this Pr this Proposal unless otherwise noted. By acceptance of this Proposal, Buyer ex agrees that if any provision of Buyer's Order or other document or communication regardless of the order or timing of the exchange of such document or communic	er and billable at the time of the first preventive maintenance visit or Service cal roposal is modified in any way. This Proposal is valid for 45 days from the date pressly manifests its assent to the Terms and Conditions of this Proposal, and in from Buyer is inconsistent with any provision of these Terms and Conditions.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your busi	ness.	
Proposed By:		Accepted By:
Jennie Moduown	8-14-15	
JENNIE MCQUOWN	Date	Buyer Signature Required Date Jackson County, Mo
		Troy Thomas Director of Firance 816-881-3171
		Printed Name Title Phone



UNINTERRUPTIBLE POWER SYSTEMS NFINITY SCOPE OF WORK

PREFERRED SERVICE (1)

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service city.
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- Includes 100% parts coverage (including internal batteries, excluding air filters and proactive full bank capacitor replacement.)
- Includes access to Liebert Customer Services Network On-Line Internet portal.
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 Maintenance visit scheduled by the
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- Performed by Liebert factory trained Customer Engineers.
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Subject to all Terms & Conditions as noted in the Liebert Services Terms & Conditions.

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

- 1. Record the phase to phase input voltages.
- 2. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
- 3. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
- 4. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
- 5. Inspect for broken, brittle, damaged, or heat stressed components and cables.
- 6. Clean any foreign material and dust from internal compartments.
- 7. Perform a status check of alarm circuits.
- 8. Perform an operational test of the system including unit transfer to and from bypass.
- 9. Perform an operational test of the system including unit transfer to and from battery.
- 10. Install or perform Engineering Field Modifications including firmware revisions as necessary.
- 11. Return the system to normal load and verify the output voltage.
- 12. Review system performance with customer to address any system questions.



UNINTERRUPTIBLE POWER SYSTEMS ALL SINGLE PHASE MODELS (EXCLUDES NFINITY) SCOPE OF WORK

PREFERRED SERVICE (1)

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service city.
- Includes 1-800-LIEBERT Customer Response Center.
- NO PARTS GUARANTEED (including internal batteries, excluding air filters and proactive full bank capacitor replacement, and fan replacement.)
- Includes access to Liebert Customer
 Services Network On-Line Internet portal.
- Performed by Liebert factory trained Customer Engineers.

- Includes 100% labor and travel coverage
 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Includes one Annual Preventive
 Maintenance Service scheduled by the
 customer at the customer's
 convenience (excluding national
 holidays).
- Subject to all Terms & Conditions as noted in the Liebert Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

- 1. Using a multimeter, record the phase to phase and phase to neutral input voltages.
- 2. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
- 3. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
- 4. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
- 5. Inspect for broken, brittle, damaged, or heat stressed components and cables.
- 6. Clean any foreign material and dust from internal compartments.
- 7. Perform a status check of alarm circuits.
- 8. Perform an operational test of the system including unit transfer and battery discharge.
- 9. Check or perform Engineering Field Change Notices (FCN) as necessary.
- 10. Return the system to normal load and verify the output voltage. Calibrate as necessary.
- 11. Review system performance with customer to address any system questions.



Battery Full Preventive Maintenance Service

- 1. Check integrity of battery cabinet.
- 2. Visually inspect battery system for: Swelling, leaks, loose foreign objects, overheated or corroded cables and connectors, loose connections on batteries, and appropriate product labels related to safety and warning hazards.
- 3. Clean and neutralize cell tops as required.
- 4. Tighten all battery terminal connections to their proper specifications.
- 5. Measure and record DC bus ripple voltage.
- 6. Measure and record total battery float voltage.
- 7. Record room ambient temperature.



UNINTERRUPTIBLE POWER SYSTEMS PERIPHERALS MAINTENANCE BYPASS CABINET LOAD BUS SYNC POWER TIE SLIM LINE DISTRIBUTION CABINET SCOPE OF WORK

PREFERRED SERVICE (1)

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service city.
- Includes 100% parts coverage (excluding circuit breakers).
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Performed by Liebert factory trained Customer Engineers.

- Includes one Preventive Maintenance visit scheduled by the customer at the customer's convenience (excluding national holidays).
- Includes 1-800-LIEBERT Customer Response Center.
- Includes access to Liebert Customer
 Services Network On-Line Internet portal.
- Subject to all Terms & Conditions as noted in the Liebert Services Terms & Conditions.

SERVICE PERFORMED

Full Preventive Maintenance Service

- 1. Complete visual inspection of the equipment including internal sub-assemblies, wiring harnesses, contactors, cables, and major components.
- 2. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
- 3. Clean any foreign material and dust from internal compartments.
- 4. Perform a status check of all alarm circuits (if applicable).
- 5. Calibration of the equipment to meet manufacturer's specifications (if applicable).
- 6. Operational checkout of the system to include transfers and proper status indications.
- 7. Install or perform Engineering Field Change Notices (FCN) as necessary.
- 8. Return unit to operational service with normal load then measure and verify display indications.

SERVICES TERMS AND CONDITIONS

Emerson Network Power Liebert Services, Inc. (If(s) Liebert Global Services, Inc.) is herein referred to as the Setter and the customer or person or entity purchasing services (Services) and parts required for Services questions, asknowledgeron, Selfer's source of work, or thouse from Setter relevant to the ornwisen of services questions, asknowledgeron, Selfer's source of work, or thouse from Setter relevant to the ornwisen of services and adocuments incorporated by special reference trees or therein, constitute the complete and exclusive statement of the terms of this agreement (Agreement) governing the safe of Services and Pasts by Selfer to Buyer Any discrepancies between the terms of the above referenced documents shall be resolved by Selfer. Selfer acceptance of Buyer's parts of the Services and Pasts will instance of the Service and Pasts will instance of the Service and Pasts of the Service and Pasts will instance of the Service and Pasts will instance of the Service and Pasts will instance. Buyer's assent to the terms of his Agreement, including terms and conditions that are different from or adolfored to the terms and conditions of Buyer's purchase over. Buyer's accoptance of the Services and Pasts will instance. Buyer's assent to the terms of his Agreement. Selfer reserves the right to as solve discretion to refuse orders.

- 1 PRICES. Umass otherwise specified in writing by Seller, the price quoted or specified by Seller for the Services shall remain in offect for thirty (30) days after the date of Seller's quotation. Seller's cope of work or acknowledgment of Bryan's inter for the Services, whichever occurs first provided an unconditional authorization from Bryan's for the performance of the Services is received and accepted by Seller within such time period. If authorization is not received by Seller within such timely (30) day period, Seller shall have the right to change the price for the Services. All pulses are excusted of taxes, which are to be borne by Buyer. Unless otherwise specified by Seller, Parts will be furnished at Seller's then prevailing prices.
- TAXES: Any current or future tax or governmental charge (or increase in earne) affecting Sollor's codes of nyices or codes of production, sale, delivery or shipment of Paris, or which Seller is otherwise required to pay or fleet in connection with the provision of Services and Paris, shall be for Buyer's account and shall be added to the price or billed to Buyur separately, at Seller's election.
- 5. IERMS OF PAYMENT: Unless otherwise specified by Setter, terms of payment are 1st 30 days from title of Seller's livorco. Selver shall have the right, among other remedies, either in reministe this Agreement or to suspend further performance under this Agreement ander other agreements with Buyer in the event Buyer falls to make any adaptive many of the performance under this Agreements Buyer and Setter hereby amone scontlingly. Buyer shall to make any all expenses, including atterneys fees, retailing to the collection of past due amounts, if any payment owed to Setter so not paid when due, it shall bear interest, if a male to be determined by Setter, which shall not exceed the maximum rate permitted by law, from the date on which it is the united its paid. Setter may presone its interests in payment by enforming any applicable mechanics, construction or smillar fee hights. Should Buyers financial responsibility become unsatisfactory to Setter may be required by the from the decimance of Services or provision of Parts. I such cash payment or security is not provided, in addition to Setter's other rights and remarked.
- Satisfy original and comedias, satisfy may descontinue performance in services and provision or curs.

 SHIPMENT AND DELIVERY. While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not quarranteed. Seller, all its option, shall not be bound to render delivery of any Parts for which Blyer has not provided shipping instructions and offer required information. If the provision of Services or visionment of the Parts is postponed or delayed by Buyer for any reason. Buyer agrees to embervice Seller for any and all storage costs and other additional of the Parts is outside of the United States for any and all storage costs and other additional of the Parts is outside of the United States. For at other shipments, risk of loss and legal title to the Parts stat transfer to Buyer immediately into the Parts have passed beyond the territorial limits of the United States. For at other shipments, risk of loss and legal title to Parts is for at other shipments, risk of loss and legal title to Parts are placed in storage as Seller's displaying point Noximistanding the above, risk of loss and legal title to Parts shull transfer to Buyer (i) when delivered by the individual providing the Services, or (if) at the limit Parts are placed in storage due to Buyer's delay or postponement. Any claims for shortinges or damages suffored in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the darrier. Shortegos or damages must be identified and signed for at the time of delivery.
- 5. LIMITED WARRANTY: Subject to the limitations of Section 6, Seter warrants that it will perform the Services as described in this Agreement and will exaction all reasonable skill, care and dea diligence in the performance of the Services and shall perform the Services in accontance with professional practice. Setior warrants that all Services performed shall be free from faulty warrantship for a period of shirty (20) days from completion of Services. To the stem assignable, Solder assigns to Buyer any warrantses that are made by manufactures and suppliers of Parts. SCEPT AS SPECIF EX ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED ASIS, WITH AND WARRANTY WHATSOEVER. THE WARRANTIES SET FORTH IN THIS SECTION 5 ARE THE SOLE AND EXCLUSIVE WARRANTY SELLER WITH RESPECT TO THE SERVICES AND PARTS AND ASIE IN LIEU OF AND EXCLUSIVE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

This warrantly diversitor extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), useauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, imprious most stellor, cepair, handling, maintenance or application or any other causes not the feater of Select. The parted that go application of separating conditions or other data to Select than it used in (i) the scloculations of Selects and quotation and/or stoops of work, and in the event that actual operating conditions or other cause doctors and/or stoops of work, and in the event that actual operating conditions or other conditions date from those represented by duyer any warranties or other provisions contained fereign that are affected by such conditions shall be fault and void.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of connected with, or resulting from the use of Services or Parts, either alone or in combination with other parts.

5. LIMITATION OF REMEDY AND LIABILITY. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SELLER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR SERVICES.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY OTHER TOAT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION

BUYER AGRESS THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The form "consequent at damages" shall include, but not be limited to, loss of anticipated profits, business interruption, oss of use, revenue, regulation and data, custs (accurate, including without limitation, for capital, fuel, cower and loss or damage to property or

- It is expressly understood that any technical advice familitied by Seiller with respect to the use of the Parts and/or Survices is given without change, and Seiller assumes no stilligation or flability for the advice given, or results obtained, all suon advice being given and accepted at Buyer's risk.
- 7 INSURANCE: Seler shall maintain the following insurance or self-insurance coverage. Worker's Compensation in accordance with the staticity requirements of the state in which the work is performed. Employer's Liability with a Smit of Sacility of Insurance and suggregate. CGL includes Contractivat Liability CGL does not include Products and Compreher Operations converage, which is self-incured. Automobile Liability insurance that covers usage of all owned, non-owned and leased vanicous and which is self-out to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes. Contractual Liability, but no special endorsements. Additional information related to the insurance coverage provided by Seller can be found at www.marsh.com/moi?client=0900.

Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in retiance upon the limitations of Rability, insurance coverage, and other teams and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the

6 EXCUSE OF PERFORMANCE. Seller shall not be liable for delays in performance or for non-performance maio acts of God was upidemic file. Took whather sabolage drives or labor disoutes; avoid disturbances or nots: properties and properties of upidemic file. Took upidemic file of delays in transportation, default of suppliers or unforeseen circumsances acts or unablastics of Buyer, intuiting, without immation, those specified in Section 19, or any events or causes beyond seller's reasonable control. Performance or Services and deliveres or Pears may be suppended or an appropriate period of time or canceled by Seeler upon induce to driver in the event of tax buyer in the event of the performance.

unaffected as a result of the foregoing. If Seller determines that its earlity to sepply the lotal demand for the Services or Peats or to other material used directly or indirectly to the manufacture of the Parta is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may detay parformance of Services or allocate its available is only of the Parts among its purchasars on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

- CARCELLATION: Buyer may cancel outers only upon reasonable advance written notice and upon payment to Seiler of Selfer's cancellation charges which include, among other things, at costs and expanses incurred and to cover commitments made by the Seter, and a reasonable profit thereon. Saller's determination of such cancellation through shall be concluded.
- ID CHANGES: Buyer may request changes or additions to the Services. In the event such changes or additions are accorded by Beller Seiler may revise the price and performance dates. Seiler reserves the right to change cestigns and specifications for the Parts without prior rouce to Buyer, except with respect to Parts being made-to-order for Buyer. Seiler shall have no obligation to install or make such change in any Parts manufactured prior to the date of such change.
- 11 NUCLEARIMEDICAL: SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Services and Parts with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to detern, Intelmally and had harmless Set or from any claims, losses, soils, judgments and amages, including incidental and consequential damages, arising from such use, wenther the cause of action be based in tork, contract or otherwise, including allegations that the Setter's facility is based on negligence or strict liability.
- ASSIGNMENT: Buyer shall not assign its nights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment or delegation, without such consent, shall be void.
- 13. INSPECTION: Buyer shall have lon (10) days from the late of completion of each portion of the Services to inspect the Services, and in the event of any non-conformity. Buyer must give written notice to Setter within said period stating why the Services are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Services.
- 14. BLLABLE SERVICES: Additional charges will be billed to Buyer at Selter's then prevailing labor rates for any of the following: a) any Services not specified in Selter's quotation. Selter's order acknowledgement, Selter's cope of work, or other documents referenced thereis and thereis; b) any Services performed at times other than Selter's cope and the selter's processor to the self-control of the se building entry or technical training.
- 15 <u>DRAWINGS</u>: Seller's documentation, prints, and drawings ("Documents") encluding without limitation, the underlying technology furnished by Seller to Buyer in connection with this agreement are the property of Seller and Seller retains all rights, incurring without limitation, exclusive rights of use, licensing and salls. Notwithstanding the foregoing, Buyer may use the Documents in connection with the Services and Parts.
- 16. EXPORTIMPORT: Buyer agrees that all applicable import and export control taws, regulations, orders and requirements, including without limitation these at the United States, and the jurisdictions in which the Selfer and Buyer are estatished of from which Services and Parts may be supplied, with apply to their receipt and orse in the avent shall Buyer use transfer, release, import, or export Parts in violation of such applicable laws, regulations.
- 17. NON-SQUIDITATION: Buyer shall not solicit directly or Indirectly, or einstay any employee of Seller during the period any Services are being provided to Buyer and for a period of one (1) year aller the last provision of Services.
- Services are certifications. These Services Terms and Conditions supersede all niher communications, negotiations and prior order or written statements regarding the subject matter of these Services Terms and Conditions and prior order or written statements regarding the subject matter of these Services Terms and Conditions. No change modification, rescission, discharge, abandonment, or valver of these Services Terms and Conditions shall be binding upon the Selter unless made in writing and signed on its bottail by a dust authorized representative of Selter. No conditions, usage of trade, course of dealing or performance, unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be plicitable to this Agreement by Selter's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing learns at writance with or in additional terms are specifically rejected and deemed a material alternition second. If this document thall be deemed an acceptance of a prior office by Buyer's assent to any additional terms are specifically rejected and deemed a material alternition second. If this document second an acceptance of a prior office by Buyer's assent to any additional terms are specifically rejected and deemed a material alternition second. If this document of the second continuous and additional terms are specifically rejected and deemed a material alternition second. If this document second continuous acceptance of a prior office by additional prior and the prior office by Buyer's assent to any additional or different terms and the prior office by Buyer's assent to any additional or different terms and to constitute a continuing waiver of any other breach or default or of any other cities on any other course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other cities and others. No waiver by eltern party with respect to any breach or default or of ad

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Osia without regard to its conflict of taxe principles. Buyer and Seifer agree that the proper versus for all autions analog in connection herewith shall be only in the courty of Frankin, state of Osia and the parties agree to submit to such (unstableton, to action, regardless of form, asking out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accused. The U.N. Convention on Contracts for the international Sales of Goods shall not apply to this Agreement.

- U.N. Convention on Contracts for the international Sales of Goeds shall not apply to this Agreement.

 19. ADDITIONAL SERVICE CONDITIONS. The Buyer shall funds to Seiler, at my cost, suitable working space, storage space, adequate healt, terephone, fight ventilation, regulated deciding power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the encessary Services. Buyer authorizes Seller to send a service facilities on a numbraries again to access any site requested by Buyer. Buyer shall provide star means to shall staff and seaves elective power to the equipment as requested by Buyer. Buyer shall provide star means to shall staff and seaves elective power to the equipment and provide and eventually services are solding as the firm of order placement and the satisfacts according to the service shall innected styling in solding, at the firm of order placement and the satisfacts according to the service shall innected shall provide steller with any applicable Maleria. Cash Safety Sheets regarding the same. Any losses, costs, damages, claims and excenses incurred by Setler as a result of Buyer's failure to so advice Seller shall be been by Buyer. Seller, in kits lost discretion and without cost or penalty, reserves the right to came shall be been by Buyer solding as the star of the seller shall be been by Buyer as a second of Buyer feetings of selections of unsafe or absolute star selection shall be selected to the selection of the selection of the selection of severes the right to came shall be selected to the selection of the selection
- 70 INDEMNITY: As to Soller provided Services, Seller agrees to protect, detend (using counsel selected and compensated by Seller), hoto harmess, and indemnify Buyer from and against third party claims for bodily injury including death, or property damage to the extent caused by the negligent acts or omissions of Seller employees.

Such informification shall extend to plains inflated within two (2) years from the tate services were performed causing such plain to arise shall be reduced to the extent say largery or property darriage is caused by others, and is conditioned upon: (a) Burger provision of the defination and estimated an extended and reasonable documentation and assistance and (b) Seller assumption of the calm defense to include the right to appear or settle same at a reasonable.

AH 9/22/15