

# VENDOR CONTRACT

Between COMPLETE TABLET SOLUTIONS and  
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)  
For  
NETWORKING EQUIPMENT, SOFTWARE AND SERVICES  
#01071615

## General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectively) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

### Definitions

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

## **Terms and Conditions**

### **Freight**

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### **Warranty Conditions**

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

### **Customer Support**

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

### **Contracts**

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

### **Tax exempt status**

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit



## Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

## Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

## Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

## Indemnity

1. Indemnity for Personality Contracts. Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees arising out of or resulting from Vendor's performance of this contract including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
2. Indemnity for Performance Contracts. The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees arising out of or resulting from Vendor's work under this contract including all such causes of action based upon

common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fee - Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

#### Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

#### State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

#### Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

#### Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

#### Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in an 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

#### TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 01071615". Purchase Order is emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

- ☐ Awarded vendor delivers goods/services directly to the participating member.
- ☐ Awarded vendor invoices the participating TIPS member directly.
- ☐ Awarded vendor receives payment directly from the participating member.
- ☐ Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

#### Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract documents shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

## Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

## Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

## Site Requirements (when applicable to service or job)

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPSMember. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded vendor shall not begin a project for which TIPSMember has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPSMember's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

## Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

### Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

### Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

### Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

### Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

### Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

### Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after



occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

### Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

### Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

### Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the deliverable order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

### Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

## Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- ☐ Contracts: All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order directly to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- ☐ Promotion of Contract: It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- ☐ Daily Order Confirmation: All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
- ☐ Vendor custom website for TIPS: If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
- ☐ Back Ordered Products: If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

Check one of the following responses to the General Terms and Special Terms and Conditions:

- ☒ We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☐ We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

[illegible]

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com			Contact
Phone	+1 (903) 243-4759			Department
Fax	+1 (866) 749-6674	Contact	Kim Thompson, Coordinator of Office Operations	Building
Bid Number	01071615			Floor/Room
Title	Networking Equipment, Software and Services			Telephone
Bid Type	RFP	Department		Fax
Issue Date	05/01/2015	Building		Email
Close Date	6/12/2015 3:00:00 PM CT			
Need by Date		Floor/Room		
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

Company Complete Tablet Solutions  
 Address 11525 Stonehollow Dr  
 Suite A170  
 Austin, TX 78758  
 Contact  
 Department  
 Building  
 Floor/Room  
 Telephone (512) 3086271  
 Fax 1 (512) 5016358  
 Email  
 Submitted 6/10/2015 8:26:08 AM CT  
 Total \$0.00

Signature Leslie Fisher

Email lfisher@completetablet.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

Date	Subject	Message
05/07/15	Pre-Bid Webinar	<p>1. Click to start and join at the specified time and date:  <a href="https://global.gotowebinar.com/ojoin/6725893313349788930/724887489667689990">https://global.gotowebinar.com/ojoin/6725893313349788930/724887489667689990</a>  Note: This link should not be shared with others; it is unique to you.</p> <p>2. Choose one of the following audio options:</p> <p>TO USE YOUR COMPUTER'S AUDIO:  When the Webinar begins, you will be connected to audio using your computer's microphone and speakers (VoIP). A headset is recommended.</p> <p>-- OR --</p> <p>TO USE YOUR TELEPHONE:  If you prefer to use your phone, you must select "Use Telephone" after joining the webinar and call in using the numbers below.</p> <p>United States  Long Distance: +1 (415) 655-0051  Access Code: 749-762-945  Audio PIN: Shown after joining the webinar</p>
05/07/15	Pre-Bid Webinar	<p>Time and date of the webinar:  Friday, May 8, 2015  2:00 PM CST</p>
05/13/15	Pre-Bid Webinar (Recorded)	<p>If you missed the Pre-Bid Meeting or Webinar last week here is a link to the recorded webinar:  <a href="https://www.tips-usa.com/prebidmeeting.html">https://www.tips-usa.com/prebidmeeting.html</a>  (You must have a video player plugin for your browser to view the recording.)</p>

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	Yes
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Austin
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 8)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No

9	Pricing Information:	Pricing information section. (Questions 10 - 13)	(No Response Required)
10	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
11	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
12	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
13	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
14	Start Time	Average start time after receipt of customer order is ____ working days?	0
15	Years Experience	Company years experience in this category?	8
16	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
17	States Served:	If answer is NO to question #16, please list which states can be served. (Example: AR, OK, TX)	
18	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	CTS provides comprehensive managed mobility services to our customers, driving productivity and delivering value while managing cost and mitigating risk. We are a Value-Added Reseller of mobility solutions, including mobile devices, network connectivity and storage, security software, mobile applications, accessories, peripherals and more. CTS supports the entire life cycle of mobile deployments, from project scope and definition to implementation, through to recycling and product refresh.
19	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
20	Primary Contact Name	Primary Contact Name	Dan Hurd
21	Primary Contact Title	Primary Contact Title	Principal
22	Primary Contact Email	Primary Contact Email	dhurd@completetablet.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5126371670
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
26	Secondary Contact Name	Secondary Contact Name	Leslie Fisher
27	Secondary Contact Title	Secondary Contact Title	Director of Marketing

28	Secondary Contact Email	Secondary Contact Email	lfisher@completetablet.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5125016358
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
32	2% Contact Name	2% Contact Name	Merret Mullins
33	2% Contact Email	2% Contact Email	mmullins@completetablet.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5126371654
35	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 36 - 38)	(No Response Required)
36	Purchase Order Contact Name	Purchase Order Contact Name	Leslie Fisher
37	Purchase Order Contact Email	Purchase Order Contact Email	lfisher@completetablet.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5125016358
39	Company Website	Company Website (Format - www.company.com)	www.CTSgovt.com/2069
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	20-1752741
41	Primary Address	Primary Address	11525 Stonehollow Dr, Suite A170
42	Primary Address City	Primary Address City	Austin
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
44	Primary Address Zip	Primary Address Zip	78758
45	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Nimboxx, PROMISE Technology, Server, storage, surveillance, Vess, VTrak, FileCruiser, Pegasus, VSky, Novatel, Cisco, Meraki, Cradlepoint, M2M, MiFi, WiFi Failover, Router, Access Point, router
46	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
47	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Discounts will be valid for the term of the contract



Line Items	
	Response Total: \$0.00

# SOUTHWEST MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT  
Complete Tablet Solutions LLP



Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc.® (NMSDC®) and as adopted by the Southwest Minority Supplier Development Council

**\*\*NAICS Code(s):** 423430 ; 423690 ; 423610 ; 423620 ; 541512

**\*\*Description of their product/services as defined by the North American Industry Classification System (NAICS)**

October 22, 2014

AU06337

*Issued Date*

*Certificate Number*

October 22, 2015

*Expiration Date*

*President, SMSDC*

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



*An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)*

**Provisions for purchase with federal funds for contracts exceeding \$100,000**  
**These forms are for non-construction contracts**

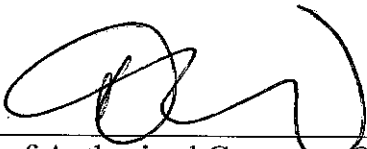
Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES ☒ NO ☐

  
\_\_\_\_\_  
Signature of Authorized Company Official

6/8/15  
\_\_\_\_\_  
Date

DAN HURD  
\_\_\_\_\_  
Printed Name of Authorized Company Official


COMPLETE TABLET SOLUTIONS  
\_\_\_\_\_  
Company Name

***Attach to this page a current W-9 form***

***Please complete the forms below***

**Legal Compliance**

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES  Initial of Authorized Company Official

**Non-Collusive Bidding Certificate**

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

The vendor complied with #1 through 4 above? YES  Initial of Authorized Company Official

---

**SUSPENSION OR DEBARMENT CERTIFICATE**

---

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES  Initial of Authorized Company Official

***Certification Regarding Lobbying***

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding  
\$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

COMPLETE TABLET SOLUTIONS

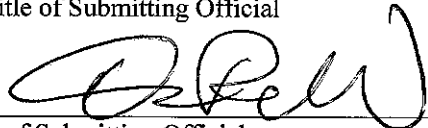
Name of Organization

11525 STONEHOLLOW DRIVE, SUITE A170 / AUSTIN, TX 78758

Address of Organization

DAN HURD / PRINCIPAL

Name / Title of Submitting Official



Signature of Submitting Official

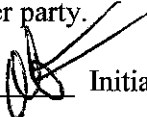
6/8/15

Signature Date

**Provisions for purchase with federal funds for contracts exceeding \$100,000**


**Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)**

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.**


Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state of federal agency.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.**

**Provisions for purchase with federal funds for contracts exceeding \$100,000**

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES  Initial of Authorized Company Official

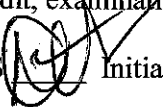
**Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES  Initial of Authorized Company Official



**Provisions for purchase with federal funds for contracts exceeding \$100,000**


**Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.**

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES  Initial of Authorized Company Official

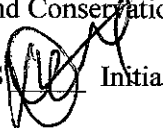
**Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)**

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES  Initial of Authorized Company Official



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### SUSPENSION OR DEBARMENT CERTIFICATE

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Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred from participation in Federal funds contracts?

NO ☒ Initial of Authorized Company Official

YES ☐ Initial of Authorized Company Official

Company Official: DAN HORD

Company: COMPLETE TABLET SOLUTIONS

## CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Complete Tablet Solutions

Mailing Address: 11525 Stonehollow Drive, Suite A170

City: Austin

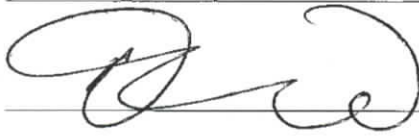
State: Texas

Zip: 78758

Telephone Number: 512-308-6271

Fax Number: 512-501-6358

Email Address: marketing@completetablet.com

Authorized Signature: 

Printed Name: Dan Hurd

Position: Principal

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blende Mc Natt 7-16-15  
TIPS Authorized Signature Date

David Wayne Fitts 7-16-15  
Approved by Region VIII ESC Date

References
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**Complete Tablet Solutions**  
**Bid No 01071615**

**\*\* Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
Applied Research Laboratories	Austin	Texas	Chad Sippel	(512) 835-3002
Texas Parks and Wildlife Department	Austin	Texas	Michael Mitchell	(512) 389-4839
Texas Medical Board	Austin	Texas	Melissa DeTarr	(512) 463-1155 x1153
Texas Comptroller of Public Accounts	Austin	Texas	Greta Waller	(512) 463-4782
Spurger ISD	Spurger	Texas	Jerry Wilson	(409) 429-3464
Texas Department of Public Safety	Austin	Texas	Darren Roberson	(512) 424-5239

## Products &amp; Services

## Product Warranties

## HOME

## PRODUCTS &amp; SERVICES

[End-of-Life Policy](#)[End-of-Sale and End-of-Life Products](#)[Product Approvals](#)[Product Identification Standard](#)[Product Warranties](#)[Tool Index](#)[Visio Stencils](#)

## Quality and Reliability Backed By Cisco

All Cisco hardware and software products are covered by warranty for a minimum of 90 days. Some products have longer warranty coverage periods. Please review the information on this page for warranty details across the Cisco product line.

In addition, proactive and traditional technical service contracts may be purchased to extend the life of your IT investment. Put Cisco expertise in the hands of your staff through online interactive tools and resources, direct access to Cisco hardware and software TAC engineers, software and content updates, onsite engineering support, and premium advance hardware replacement options as well as personalized diagnostic reports and alerts.

Visit our Service Finder to find the appropriate support service for your Cisco products. To find the specific warranty for your product, visit the Cisco Warranty Finder.

## Let Us Help

[Email | Request a Price](#)[Find a Local Reseller](#)

**Call 1-866-428-9596**  
US/CAN | 5am - 5pm Pacific  
Other Countries

## Related Tools

[Warranty Finder](#)[Service Finder](#)[Partner Locator](#)

## Related Links

[Cisco Technical Services](#)[Third Party Components - Cisco Policy](#)[Third Party Repair Sources: Cisco Warranty And Service Support Implications \(PDF - 183 KB\)](#)[Cisco Used/Secondary Product Inspection and Licensing Compliance Program](#)

## Basic Warranty Terms

All Cisco warranties apply to the Customer or Original Owner (the individual who purchased the product for their own use) also referred to as the End User; and are not transferable. Cisco warranties are subject to and provided only on the terms and conditions set out in the Cisco Limited Warranty, Disclaimer of Warranty, End User License Agreement, and US FCC Notice.

## Standard Warranty Terms

- Cisco 90-Day Limited Hardware Warranty Terms

## Software

- Cisco Software Transfer and Relicensing Policy
- End User License Agreement

## Non-Entitlement Policies

- Non-entitlement: Destroyed Equipment (PDF - 170 KB)
- Non-entitlement: Non-genuine Equipment (PDF - 180 KB)
- Non-entitlement: Scrapped Equipment (PDF - 180 KB)
- Non-entitlement: Secondary Market Products (PDF - 190 KB)
- Non-entitlement: Stolen Equipment (PDF - 170 KB)

## Solution and Segment Warranties

All Cisco warranties apply to the Customer or Original Owner (the individual who purchased the product for their own use) also referred to as the End User; and are not transferable. Warranties are subject to and provided only on the terms and conditions set out in the Cisco Limited Warranty, Disclaimer of Warranty, End User License Agreement, and US FCC Notice.

## Applicable to Subset of Products

- Cisco 1-Year Limited Hardware Warranty Terms

- Cisco 1-Year Limited Hardware Warranty Terms w/20 day RTF
- Cisco 3-Year Limited Hardware Warranty Terms
- Cisco Limited 1-Year Hardware and 1-Year Software Warranty Terms
- Cisco Limited 5-Year Hardware and 1-Year Software Warranty Terms
- Cisco Limited Lifetime Hardware Warranty Terms
- Cisco Enhanced Limited Lifetime Hardware Warranty Terms

**Cisco Small Business**

- Cisco 300 Series Switches Warranty (PDF - 301 KB)
- Cisco ESW 500 Switches Warranty (PDF - 291 KB)
- Cisco Small Business Pro Limited 5-Year Hardware Warranty Terms
- Cisco Small Business Product 1-Year Limited Hardware Warranty Terms
- Cisco Small Business Product 3-Year Limited Hardware Warranty Terms
- Cisco Small Business Product 5-Year Limited Hardware Warranty Terms
- Cisco Small Business Product Limited Lifetime Hardware Warranty Terms
- Cisco Small Business Product Enhanced Limited Lifetime Warranty
- Cisco Small Business Warranty (formerly Linksys) (PDF - 159 KB)

**Cisco Unified Computing**

- Cisco Unified Computing 3-Year Limited Hardware Warranty Terms (PDF - 115 KB)

**Cisco SP Video, Access, and Transport (formerly Scientific Atlanta)**

- Cisco SP Video, Access, and Transport Product Warranty Information (PDF - 185 KB)
- Cisco Limited 1 Year RFR (Return for Repair) Hardware Warranty
- Cisco Limited 3 Years RFR (Return for Repair) Hardware Warranty
- Cisco Limited 5 Years RFR (Return for Repair) Hardware Warranty

**Cisco Connected Grid**

- Cisco 5-Year Limited Hardware Warranty (PDF - 24 KB)

**Qualified Service Providers**

- Cisco Limited 5-Year Hardware and 5-Year Software Warranty Terms

**Frequently Asked Questions****Warranty Q&A**

Hardware and Software Warranty

Cisco Small Business Product Warranty Information

Information For  
Small Business  
Midsize Business  
Service Provider  
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Marketplace  
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Downloads  
Documentation  
Communities  
DevNet  
Learning Network  
Support Community  
Video Portal

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Investor Relations  
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Environmental Sustainability  
Tomorrow Starts Here  
Our People  
Careers  
Search Jobs  
Life at Cisco  
Programs  
Cisco Designated VIP Program  
Cisco Powered  
Financing Options



[Home \(/\)](#) / [Products & Services \(/products-and-services\)](#) / [CradleCare Support & Extended Warranty](#)

The success of the Cradlepoint brand is measured by the success of our customers and partners. Their stories are our stories. Every story counts.

## CradleCare Support & Extended Warranty

### CradleCare Support +1-855-813-3385

Our enterprise networking experts will expedite issue resolution and provide flexible device-by-device solutions to help maximize operational efficiency. This allows you to dedicate more time to what's important: your business.

When your applications are mission critical, you need the assurance that only CradleCare Support can provide. With CradleCare Support, you will receive the following benefits:

- Unlimited Technical Support Center assistance

- Our unprecedented access to major wireless carrier support organizations
- Advanced replacement, next-day parts replacement
- Dedicated assigned account engineer (for networks with more than 50 sites)
- Service level targets
- Online video based training sessions
- Software bug fixes and feature upgrades

CradleCare support is nearly 50% less costly than the industry average for comparable support offerings.

ACCORDING TO CRADLEPOINT INTERNAL RESEARCH

CradleCare Support	CradleCare Basic	CradleCare
12x5 phone support	✓	✓
Router firmware upgrades & bug fixes	✓	✓
Modem firmware upgrades	✓	✓
Qualified 24x7 technical phone support		✓
Service Level Targets		✓

*Extended hardware warranty with next business day replacement  
(max 5-yrs from purchase of hardware)*



*Assigned Enterprise Support Engineer (for deployments of 50 routers  
or greater)*



*Enterprise engineering resources for network design and best  
practices implementation — as your needs evolve*



*Priority consideration of future feature requests and beta trials*



CradleCare Support Data Sheet (</sites/default/files/Content/cp-support-agreement-updated-102014.pdf>)

CradleCare Support Specifications ([/sites/default/files/Content/cradlepoint\\_cradlecare\\_support\\_specs\\_11.14.14.pdf](/sites/default/files/Content/cradlepoint_cradlecare_support_specs_11.14.14.pdf))

CradleCare Support Service Level Targets ([/sites/default/files/Content/cradlecare\\_service\\_level\\_targets\\_11.14.14.pdf](/sites/default/files/Content/cradlecare_service_level_targets_11.14.14.pdf))

Instead of spending extra money warehouseing  
spare parts, save up to 90% of hardware costs by  
purchasing CradleCare Support with advanced  
replacement.

ACCORDING TO CRADLEPOINT INTERNAL RESEARCH

Contact Sales to get a quote:

GET A QUOTE

([/contact\\_us](/contact_us))



## CradleCare Extended Warranty

These plans represent an extension of the Standard 1-year Cradlepoint Warranty, up to 2, 3, or 5-years. The CradleCare Extended Warranty can be purchased for subsequent years at the time of the sale but no longer than the conclusion of the standard warranty period.

The 1-year standard warranty, included with the product, consists of:

- Hardware repair/replacement with three-to five-day shipping
- Software bug fixes only
- Access to Cradlepoint online enterprise services knowledge base and documentation
- One year with extended options for two, three, and five years

CradleCare Extended Warranty Data Sheet ([/sites/default/files/Content/cradlepoint\\_cradlecare\\_extended\\_warranty\\_datasheet\\_3.14.14.pdf](/sites/default/files/Content/cradlepoint_cradlecare_extended_warranty_datasheet_3.14.14.pdf))

Contact Sales to get a quote:

GET A QUOTE

([/contact\\_us](/contact_us))

**PRODUCTS & SERVICES (</PRODUCTS-AND-SERVICES>)**

**SUCCESS STORIES ([/SUCCESS\\_STORIES](/SUCCESS_STORIES))**

**PARTNERS (</PARTNERS/PARTNER-PROGRAM>)**

**SUPPORT & RESOURCES ([/SUPPORT\\_AND\\_RESOURCES](/SUPPORT_AND_RESOURCES))**

**COMPANY (</COMPANY>)**



(<http://www.youtube.com/user/CradlePointTech?ob=5>)



(<http://twitter.com/#!/cradlepoint>)



(<http://www.linkedin.com>)

[!\[\]\(3dfb8d66e81160ad61421a3452093d1b\_img.jpg\) \(<http://www.facebook.com/pages>](/company/cradlepoint-inc.)

</Cradlepoint/292869307387>)

Sales: 1-855-813-3385

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[Store Policies \(/company/store-policies\)](/company/store-policies) [Contact \(/company/contact\\_us\)](/company/contact_us)

[Careers \(/company/careers\)](/company/careers)

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## NIMBOXX, INC.

### TERMS AND CONDITIONS OF SALE:

#### 1. DEFINITIONS

**"Documentation"** means NIMBOXX provided user documentation, in all forms, incorporated into or provided with the Product (e.g., user manuals, on-line help files).

**"Hardware"** means the hardware devices running the NIMBOXX Software.

**"Software"** means the software embedded in, distributed with, or otherwise made available in connection with the Hardware.

**"Product"** means the Hardware and Software.

**"Unauthorized Use"** means any use, reproduction, distribution, disclosure, possession, examination, or other activity involving any part of the Product or Documentation that is not expressly authorized under this Sales Acknowledgement.

#### 2. SCOPE

The terms and conditions of sale contained herein in this sales acknowledgement ("Sales Acknowledgement") shall constitute the entire purchase agreement between NIMBOXX, Inc. ("Seller") and Buyer and supersede all purchase orders and related prior communications and agreements. Seller's acceptance of Buyer's order is expressly conditioned upon Buyer's acceptance of these terms and conditions. No waiver, alteration, or modification, no matter how slight, of any of the provisions hereof shall be binding unless in writing, signed by a duly authorized representative of Seller and any purported waiver, alteration or modification without Seller's written consent is hereby rejected. In the event of a conflict between the provisions of the face of this Sales Acknowledgment or quotation which is annexed and made a part hereof, and these terms and conditions, then the terms and conditions on the face of this Sales Acknowledgment or quotation shall govern.

#### 3. PRODUCT PROVISION AND USE

**3.1 Product Shipment Terms.** All Product delivered pursuant to this Sales Acknowledgement will be suitably packed for shipment in Seller's standard shipping cartons, marked for shipment to Buyer's address above or to such other address as agreed in writing by the parties, and delivered EX Works (Incoterms 2010) from Seller's facility in Texas. The method of shipment and carrier shall be selected by Seller unless Buyer shall have specified in writing a method of shipment and carrier ten (10) days prior to the scheduled shipment and the same shall be an additional cost to the Buyer. Buyer will pay all freight, insurance, and other shipping expenses, as well as any special packing expense.

#### 4. BUYER OBLIGATIONS

**4.1 Acceptance of Orders.** Buyer shall inspect the Product delivered hereunder immediately upon their arrival and shall within five (5) days of their arrival give written notice to Seller of any claim that the Product does not conform with the terms of this Sales Acknowledgement. If Buyer shall fail to give such notice, the Product shall be deemed to conform, and Buyer shall be bound to accept, and pay for the Product in accordance with the terms hereof. Buyer expressly waives any rights it may have to revoke acceptance after such five (5) day period. Upon issuance by Seller of a Return Materials Authorization for a proper rejection of Product, Buyer shall promptly return such Product to Seller at Seller's risk and expense. Upon receipt of the rejected Product, Seller will promptly ship replacement Product to Buyer.

**4.2 Deployment.** Buyer is solely responsible for deploying the Product for operation (i.e., installation, configuration, testing, etc.) unless Buyer has contracted to have Seller perform specific deployment services in accordance with the terms of Seller's standard service agreement.

**4.3 General Restrictions.** Except as otherwise explicitly provided in this Sales Acknowledgement or as may be expressly permitted by applicable law, Buyer will not, and will not permit or authorize third parties to: (i) reproduce, alter, update, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Product or Documentation without the prior written approval of Seller; (ii) remove

or erase any Software from the Hardware or otherwise try to disable or alter the Software functionality; (iii) load any other software onto the Hardware except in accordance with the Documentation; (iv) rent, lease, or sublicense the Software or Documentation; (v) provide, divulge, disclose, make available to, or permit the use of the Software or Documentation by any third party; or (vi) circumvent or disable any technological or security features or measures in the Product, including, without limitation, to attempt to discern the source code for the Software. Any alterations, updates, enhancements, additions, or improvements to the Product or any part thereof so approved will be the sole property of Seller. If any alterations, updates, enhancements, additions or improvements interfere with the normal operation, maintenance, or support of the Product (including by increasing the cost of maintenance or support or creating a safety hazard), Buyer will promptly remove the same and restore the Product to its normal condition.

**4.4 Proprietary Rights Notices.** Buyer will neither alter nor remove any copyright notice, logo, trademark or service mark of Seller or other proprietary rights notices that may appear on the Product or Documentation.

**4.5 Compliance with Laws.** Buyer will use the Product and Documentation in compliance with all applicable laws and regulations, and refrain from any unethical conduct or any other conduct that would damage the reputation of Seller.

**4.6 Export.** The Product may be subject to United States export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Buyer must comply strictly with all such regulations that are now or later in effect and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import the Product or Documentation.

**4.7 Protection against Unauthorized Use.** Buyer acknowledges that the Product, Documentation, and any other materials furnished to Buyer by Seller involve valuable proprietary rights of Seller. Buyer will take appropriate steps and precautions to protect the Product and Documentation. Without limiting the generality of the foregoing, Buyer will use all commercially reasonable efforts to prevent any Unauthorized Use and immediately notify Seller in writing of any Unauthorized Use that comes to Buyer's attention. In the event of any Unauthorized Use by anyone who obtained access to the Product or Documentation directly or indirectly through Buyer or any of its employees, agents, representatives, or contractors, Buyer will take all steps reasonably necessary to terminate such Unauthorized Use and to retrieve any copy of the applicable Software in the possession or control of the person or entity engaging in such Unauthorized Use. Buyer will provide to Seller such cooperation and assistance related to any such Unauthorized Use as Seller may reasonably request.

#### 5. FEES AND PAYMENT

**5.1 Price.** The prices are exclusive of taxes, and Buyer will be responsible for payment of all taxes and duties assessed in connection with Buyer's purchase, shipment, and importation of the Product or receipt of any services, including but not limited to sales, value added and use taxes, customs duties and other governmental assessments, but excluding those taxes which are solely assessed based on Seller's net income. Buyer will pay any additional taxes as are necessary to ensure that the net amounts received by Seller after all such taxes are paid are equal to the amounts that Seller would have been entitled to in accordance with this Sales Acknowledgement as if the taxes did not exist.

**5.2 Terms of Payment.** Invoices are due and payable in U.S. Dollars net thirty (30) days from the date of invoice. Failure to make any payment due under the terms of this Sales Acknowledgement shall constitute a material breach and such past due balance will be subject to interest at the monthly rate of one and one-half percent, or if less, the maximum rate permitted by law. Seller reserves the right to modify terms prior to shipment, require payment in advance, or delay or cancel any shipment by reason of Buyer's creditworthiness or should Buyer fail to fulfill any obligation when due.

## 6. Software License and Warranty

6.1 Software License. Buyer's use of the Software shall be governed by and subject to the terms and restrictions set forth in Seller's End User Software License Agreement ("EULA"), which shall be accepted by Buyer prior to installation or use of such Software. The terms of the EULA are hereby incorporated herein by this reference. In no event shall Buyer remove, modify, or supplement the EULA. Buyer shall indemnify and hold Seller harmless from all claims, damages and related expenses incurred by Seller that result from such modification or supplementation.

6.2 Hardware Warranty. Seller represents and warrants to Buyer that for a period of one year from the date the Hardware is first shipped to Buyer (the "**Hardware Warranty Period**") the Hardware will be free from material defects in materials and workmanship. Seller will, at its own expense, (i) repair the Hardware, (ii) replace the Hardware, or (iii) require return of the Hardware to Seller, in which case Seller will refund to Buyer the depreciated amount of the price Buyer paid for the defective Hardware, calculated on a straight-line, five-year basis and this Sales Acknowledgement and Buyer's right to use the Product will be terminated. All Hardware repaired or replaced under warranty will be warranted for the remainder of the Hardware Warranty Period. The remedies described above are Seller's sole liability and Buyer's sole remedy for any breach of the warranties contained in this section. Seller is not responsible for any non-Seller data or information stored on any Hardware returned to Seller for repair, whether under warranty or not.

6.3 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION, SELLER MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. SELLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. SELLER DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCT OR AGAINST INFRINGEMENT. SELLER DOES NOT WARRANT THAT THE PRODUCT IS ERROR-FREE OR THAT OPERATION OF THE PRODUCT WILL BE SECURE OR UNINTERRUPTED. SELLER EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON BUYER'S USE OF THE PRODUCT. BUYER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER TO ANY THIRD PARTY.

## 7. BUYER INDEMNIFICATION

7.1 Defense. Buyer will defend Seller and its employees, directors, agents, and representatives ("**NIMBOXX Indemnified Parties**") from any actual or threatened third party claim arising out of or based upon Buyer's use of the Product, a third party's use of the Product, or Buyer's breach of any of the provisions of this Sales Acknowledgement if: (i) the applicable NIMBOXX Indemnified Party gives Buyer prompt written notice of the claim; (ii) Buyer has full and complete control over the defense and settlement of the claim; (iii) the applicable NIMBOXX Indemnified Party provides assistance in connection with the defense and settlement of the claim as Buyer may reasonably request; and (iv) the applicable NIMBOXX Indemnified Party complies with any settlement or court order made in connection with the claim.

7.2 Indemnification. Buyer will indemnify each of the NIMBOXX Indemnified Parties against: (i) all damages, costs, and attorneys' fees finally awarded against any of them in any proceeding under Section 7.1; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of such proceeding (other than attorneys' fees and costs incurred without Buyer's consent after Buyer has accepted defense of such claim); and (iii) if any proceeding arising under Section 7.1 is settled, Buyer will pay any amounts to any third party agreed to by Buyer in settlement of any such claims.

## 8. LIMITATIONS OF LIABILITY

8.1 Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SALES ACKNOWLEDGEMENT, © 2014 NIMBOXX INC. (08-12-14)

SELLER WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO BUYER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED UNDER THIS SALES ACKNOWLEDGEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF SELLER IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

8.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL SELLER'S TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THIS SALES ACKNOWLEDGEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY BUYER TO SELLER UNDER THIS SALES ACKNOWLEDGEMENT DURING THE PRECEDING 12 MONTHS PRIOR TO THE DATE UPON WHICH A CLAIM IS ASSERTED BY BUYER AGAINST SELLER. [DOES THIS INCLUDE AMOUNTS RECEIVED UNDER MAINTENANCE AGREEMENT?]

8.3 Independent Allocations of Risk. EACH PROVISION OF THIS SALES ACKNOWLEDGEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS SALES ACKNOWLEDGEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY SELLER TO BUYER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS SALES ACKNOWLEDGEMENT. THE LIMITATIONS IN THIS SECTION 8 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS SALES ACKNOWLEDGEMENT.

## 9. GENERAL

9.1 Assignment. Neither party may assign, delegate nor otherwise transfer the rights or obligations associated with this Sales Acknowledgement, in whole or in part, without the prior written consent of the other party; provided however, no written consent shall be required to assign this Sales Acknowledgement to any parent or the wholly owned subsidiary of the party. Furthermore, no written consent shall be required for Seller to assign this Sales Acknowledgement to its successor as a result of a merger, acquisition, sale, transfer or other disposition of all or substantially all of its assets. Subject to the foregoing, this Sales Acknowledgement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

9.2 Termination and Default. If Buyer breaches any provision of this Sales Acknowledgement, Seller shall have the right, in addition to any other rights or remedies it may have under this Sales Acknowledgement or by law, to terminate this Sales Acknowledgement for default by giving Buyer written notice. Upon termination of the Sales Acknowledgement, all outstanding fees are immediately due and payable [does this include amounts under Maintenance Agreement?], and all rights to use the licensed Software that operates with the Product shall be immediately revoked. TERMINATION SHALL NOT RELIEVE BUYER AND AUTHORIZED USERS OF THEIR OBLIGATIONS REGARDING THE CONFIDENTIALITY OF ANY LICENSED SOFTWARE. In the event of termination as a result of Buyer's failure to comply with any of its obligations under the Sales Acknowledgement, Buyer shall continue to be obligated for any payments due as of the date of termination. Termination of the license shall be in addition to and not in lieu of any equitable remedies available to Seller. Additionally, if Buyer terminates this Sales Acknowledgement other than for cause, then Buyers shall pay to Seller, as a cancellation fee and not as a penalty, an amount equal to the sum of any unpaid charges hereunder. [Does this include maintenance and support payments?]

9.3 Governing Law. This Sales Acknowledgement shall be governed by the laws of the State of Texas and by the laws of the United States, excluding their conflicts of laws principles.

9.4 Excusable Delay. Seller shall not be liable for delays in delivery or failure to manufacture or deliver due to acts of God, acts of Buyer, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation, car shortages, power

outages or other causes beyond Seller's reasonable control including, but not limited to, obtaining necessary labor, material, components, or manufacturing facilities

9.5 Severability. If any provision or provisions of this Sales Acknowledgement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9.6 Patents. If the Products which are the subject hereof are to be produced according to Buyer's specifications, Buyer guarantees that the manufacture, sale and/or use of such items will not infringe on United States or foreign patents, trade secrets or other intellectual property rights and agrees to indemnify and save Seller harmless from any expense, loss, cost, damage or liability which may be incurred on account of infringement or alleged infringement of such rights with respect to such items, and to defend, at Buyer's own expense, any action or claim in which such infringement is alleged. If this order calls for delivery of Seller's standard products, without modification, Seller, at its expense, will defend Buyer against any claim based on an allegation that the Product furnished hereunder infringes a patent or copyright of a United States patent provided that (i) Buyer notifies Seller promptly in writing of the claim; (ii) Seller is permitted to control the defense or settlement of the claim; and (3) Buyer cooperates reasonably in such defense at Seller's expense. In its defense or settlement of any claim, Seller may, in its sole discretion, (i) procure for the Buyer the right to continue using the Product; (ii) modify the Product so that its use become non-infringing; (iii) replace the Product with a comparable product not subject to the claim; or (iv) provide Buyer an opportunity to return the Product for a refund of the purchase price paid less a reasonable allowance for use. Seller shall have no liability to Buyer for claims of infringement based upon use of any Product in a manner other than that for which it is intended or in

combination with any product not supplied by Seller. The foregoing states the entire obligation and liability of Seller with respect to infringement and claims thereof.

9.7 Changes to Specifications. Seller reserves the right to change the specifications of any Product without notice to Buyer. If changes to specifications are made, Seller assumes no obligation to provide the change on Product previously purchased or to continue to supply discontinued Product.

9.8 Designs, Specification, Material Furnished by Buyer. Seller assumes no responsibility for the performance of Products manufactured to Buyer's design or specifications or for defects in raw material parts or subassemblies furnished by Buyer.

9.9 U.S. Government Restricted Rights. This Section applies to all acquisitions of Product by or for the federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative Sales Acknowledgement, or other activity with the federal government. By accepting delivery of any Product or Documentation, the government hereby agrees that Software included therein qualifies as "commercial" computer software within the meaning of the acquisition regulation(s) applicable to this procurement. The terms and conditions of this Sales Acknowledgement shall pertain to the government's use and disclosure of the Product and Documentation, and shall supersede any conflicting contractual terms and conditions. If this Sales Acknowledgement fails to meet the government's needs or is inconsistent in any way with Federal law, the government agrees to return the Product and Documentation, unused, to NIMBOXX. The following additional statement applies only to acquisitions governed by DFARS Subpart 227.4 (October 1988): "Restricted Rights – Use, duplication, and disclosure by the government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT. 1988)."

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## M2M Warranty

### Product Warranty

This warranty applies to (a) products sold directly by Novatel Wireless, unless a different warranty is specified in a written agreement between Novatel Wireless and the purchaser; and (b) products sold to end users through a distributor authorized by Novatel Wireless, but only where the authorized distributor does not provide a separate warranty on such products and Novatel Wireless has agreed to provide this warranty to such end users. No warranty is provided to any other purchaser of Novatel Wireless products. If you purchased the product from an authorized distributor, please check whether this warranty from Novatel Wireless, or a separate warranty from the distributor, applies to your purchase. This warranty does not apply to any (i) accessories or batteries for the products; or (ii) demonstration samples or prototypes of the products. Unless otherwise provided in a written agreement between Novatel Wireless and the purchaser, all such accessories, batteries, samples or prototypes are provided by Novatel Wireless AS IS without any warranty of any kind.

Novatel Wireless warrants to the original purchaser of the product from Novatel Wireless or its authorized distributor (as applicable) that, for a period of one (1) year from the date of shipment of the product from Novatel Wireless, the product hardware will be substantially free from defects in material or workmanship that results in such Product's failure to function under normal operation, and the product firmware will perform substantially in accordance with the product documentation provided by Novatel Wireless. Novatel Wireless does not warrant that (a) the product hardware or firmware will meet the purchaser's requirements; (b) the operation of the product hardware or firmware will be uninterrupted or error-free; or (c) the product, when integrated in, or combined with, other products or software not supplied by Novatel Wireless, will continue to perform substantially in accordance with the product documentation. This limited warranty is for the benefit of the original purchaser, and is not transferable.

During the warranty period, Novatel Wireless, at its expense and in its sole discretion, will repair the product, or replace the product with a corresponding or equivalent product, if it is determined to have a covered defect, provided that the purchaser first notifies Novatel Wireless (directly or through its authorized distributor from which the product was purchased) of any such defect, furnishes Novatel Wireless with a proof of purchase (if required), requests and obtains a return merchandise authorization (RMA) number from Novatel Wireless, and returns the product under that RMA to Novatel Wireless (or, at Novatel Wireless's option, to its authorized distributor), with the shipping charges being prepaid by purchaser. If, upon reasonable examination of the returned product, Novatel Wireless does not substantiate the defect claimed by purchaser, or determines that the defect is not covered under this limited warranty, Novatel Wireless will not be required to repair or replace the product, but may instead reship the product to the purchaser (or, at Novatel Wireless's option, to its authorized distributor where the product can be made available to purchaser), in which case the purchaser shall be responsible for paying Novatel Wireless's cost for reshipping the product to purchaser (or to Novatel Wireless's authorized distributor), and Novatel Wireless's usual charges for unpacking, testing, and repacking the product for reshipment to purchaser (or to Novatel Wireless's authorized distributor). Purchaser shall bear the risk of loss or damage in transit to any product returned by purchaser to Novatel Wireless, or any returned product not found to be defective or covered under this warranty, and reshipped by Novatel Wireless to purchaser (or to Novatel Wireless's authorized distributor). In the event Novatel Wireless repairs or replaces a defective product covered by this limited warranty, the repaired or replacement product will be covered under this limited warranty for the remainder of the original warranty period on the defective product, or a period of ninety (90) days, whichever is longer. If Novatel Wireless is unable to repair or replace a defective product covered by this limited warranty, Novatel Wireless will provide to purchaser a credit or a refund (at Novatel Wireless's option) of the original purchase price (excluding taxes and shipping charges). Any returned and replaced product, or any product for which Novatel Wireless has furnished a credit or a refund, becomes the property

of Novatel Wireless.

Novatel Wireless shall not have any obligation to provide any firmware bug fixes, upgrades or new releases except as may be necessary to correct any covered defect of which purchaser notifies Novatel Wireless in writing during the warranty period. Novatel Wireless, from time to time and in its sole discretion, may make available for download on its website ([www.novatelwireless.com](http://www.novatelwireless.com)), or may provide via email, certain firmware bug fixes, upgrades or new releases for the product. Download and use of any such bug fixes, upgrades or new releases is subject to all of the applicable terms and conditions of Novatel Wireless's technical support policy as posted and updated on its website.

Novatel Wireless shall have no obligation under this limited warranty for (a) normal wear and tear; (b) the cost of procurement of substitute products; or (c) any defect that is (i) discovered by purchaser during the warranty period but for which purchaser does not request an RMA number from Novatel Wireless, as required above, until after the end of the warranty period, (ii) caused by any accident, misuse, abuse, improper installation, handling or testing, or unauthorized repair or modification of the product, (iii) caused by use of any materials not supplied by Novatel Wireless, or by use of the product other than in accordance with its documentation, or (iv) the result of electrostatic discharge, electrical surge, fire, flood or similar causes, (v) due to outdated product software (if updated software has previously been made available to the purchaser), or (vi) resulting from the purchaser's design, specifications or instructions for such products; or (d) for the integration, testing, verification, installation, suitability determinations or upgrades of products for deployment in the field by the purchaser or its customers.

The purchaser (or its customers, as applicable) shall be solely responsible for the proper configuration, testing and verification of the Novatel Wireless product prior to deployment in the field, and for ensuring that any end user product or system into which the Novatel Wireless product is integrated or incorporated operates as intended and meets the requirements of purchaser (or its customers). Novatel Wireless shall have no responsibility whatsoever for the integration, configuration, testing, verification, installation, upgrade, support or maintenance of any such end user product or system, or for any liabilities, damages, costs or expenses associated therewith.

NOVATEL WIRELESS'S SOLE RESPONSIBILITY AND PURCHASER'S SOLE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE FOR NOVATEL WIRELESS TO REPAIR OR REPLACE THE PRODUCT AS PROVIDED ABOVE. NOVATEL WIRELESS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY PERFORMANCE AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL NOVATEL WIRELESS BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OR INTERRUPTION OF USE, DATA, REVENUES OR PROFITS) RESULTING FROM A BREACH OF THIS WARRANTY OR BASED ON ANY OTHER LEGAL THEORY, EVEN IF NOVATEL WIRELESS HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

Some jurisdictions may require a longer warranty period than specified above and, accordingly, for products sold in those jurisdictions the applicable warranty period shall be extended as required under the laws of those jurisdictions. Furthermore, some jurisdictions may not allow the disclaimer of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above disclaimer, limitation or exclusion may not apply to products sold in those jurisdictions. This limited warranty gives the purchaser specific legal rights and the purchaser may have other legal rights that vary from jurisdiction to jurisdiction.

This limited warranty shall be governed by the laws of the State of California, United States of America, without regard to conflict of laws principles. This limited warranty shall not be governed in any respect by the United Nations Convention on Contracts for the International Sale of Goods.

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## Services & Warranties

We're dedicated to keeping your data available!

PROMISE understands that the investment in storage hardware represents a small fraction of the total investment when considering the growing value of your data assets. This is why PROMISE makes every effort to provide the best, cost-effective warranty and service coverage available - to keep your data safe.

PROMISE services include free phone and email support with advance replacement parts and service uplifts like 4-hour\* onsite parts replacement that assures your data is always online and available.

For more details about any of PROMISE service offerings feel free to contact us at [sales@promise.com](mailto:sales@promise.com) (<mailto:sales@promise.com>)

### PROMISE Standard Warranty Service

PROMISE is proud to offer the best free technical support in the industry backing our outstanding 3-year advance replacement service included with our business and mission critical products\*\*. The full, actual warranty, including limitations, is stated in the "Warranty" Section of the manual included with each product. Please review that section for a complete understanding of the available warranty and service levels in your region.

- PROMISE VTrak for Mac Warranty Policy: x10 (</us/support/warranty/32>) or x30 (</us/support/warranty/33>)
- PROMISE VTrak and Vess Series Standard Warranty Registration (</us/support/warranty/27>)
- Pegasus Series Warranty (</us/support/warranty/35>)
- SmartStor Series Warranty ([/FileCruiser/MediaBank/Download Bank/Warranty/801000009-AD%20\(English\).pdf](/FileCruiser/MediaBank/Download%20Bank/Warranty/801000009-AD%20(English).pdf))
- SANLink Warranty Policy (</us/support/warranty/51>)

### PROMISE Extended Warranty Program

The PROMISE Extended Warranty program offers you the same high quality of service and support as the Standard Limited Warranty but for an Extended Contract period. The PROMISE Technical Support Team is available 24 hours a day, 7 days a week, to help troubleshoot any issues that you may encounter.

- PROMISE 2-Year Extended Warranty (</us/support/warranty/29>)
- Supported Models (</us/support/warranty/30>)

### PROMISE ServicePlus Onsite Hardware Replacement

The PROMISE ServicePlus Plan is an upgrade to VTrak's 3-Year limited advance replacement warranty, adding a rapid response onsite hardware parts replacement service. This service is available 24-hours a day, seven days a week for the standard warranty period.

- PROMISE ServicePlus (</us/support/serviceplus>)
- Supported Models (</us/support/serviceplus/44>)

### PROMISE Professional Services Installation

PROMISE has a wide array of products and solutions to meet today's enterprise data storage demands. To ensure the success of your PROMISE storage deployment we have a certified Professional Services Team available with the skills and experience to implement your solution and expedite your ROI (Return On Investment).

- Supported Models (</us/support/warranty/34>)

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\*\* Business critical and mission critical products include VTrak and SuperTrak product lines, advance replacement ([/us/SignUp](#))  
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Complete Tablet Solutions provides comprehensive managed mobility services to our customers, driving productivity and delivering value while managing cost and mitigating risk. We are a Value-Added Reseller of mobility solutions, including mobile devices, network connectivity and storage, security software, mobile applications, accessories, peripherals and more. CTS supports the entire life cycle of mobile deployments, from project scope and definition to implementation, through to recycling and product refresh.

The CTS proposal for TIPS Bid Number 01071615 includes products from the following network vendors:

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