

# VENDOR CONTRACT

Between \_\_\_\_\_ 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" respectfully) 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

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

### **Assignments of contracts**

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

### **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

### **Renewal of Contracts**

The NETWORKING EQUIPMENT, SOFTWARE AND SERVICES contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

### **Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

## 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 Fees--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 any 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 document 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 TIPS Member. 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 TIPS Member 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 TIPS Member'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 delivery 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 direct 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.
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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:



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

## Supplier Information

Company JTS  
 Address 5310 S. Cockrell Hill Road  
 Dallas, TX 75236

Contact  
 Department  
 Building  
 Floor/Room

Telephone 1 (972) 6201435 125  
 Fax 1 (972) 2475023  
 Email

Submitted 6/12/2015 1:43:33 PM CT  
 Total \$0.00

Signature Kyle Evan Fuller

Email kyle@jts.net

## 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.	No
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?	Dallas
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?	21
15	Years Experience	Company years experience in this category?	27
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.)	JTS is an experienced systems integrator/value-added reseller of connectivity solutions. We are a one stop shop for broadband wireless technology and complete end-to-end wireless backhaul solutions. We provide a full range of point-to-point wireless backhaul, point-to-multipoint networks, microwave, E-band, millimeter-wave, WiMAX , WLAN, WiFi, 3.65, LTE, tower construction services, and CCTV/video surveillance solutions. We are an authorized reseller of such vendors as: Cambium Networks (Motorola Broadband), Ceragon, Exalt Networks, Huawei, Telrad, AXIS, RADWIN, Alvarion, Meru Networks, Siklu, Samsung, Aviat Networks, BridgeWave, DragonWave, Radio Waves, Commscope/Andrew, Cielo Networks, Xirrus, CalAmp, Eupen, Valmont/Site Pro 1, Asentria, Inscape Data, GE MDS, Axell Wireless, Mercury Networks, RuggedCom/Siemens, Sub10 Systems, E-Band, Rohn, Sabre, Panasonic, Fortinet, Sierra Wireless, Genetec, OnSSI, Mobotix, FatPipe, Moxa, DDB Unimited, Sony, Signal Inside, Samsung and Trylon.
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	Kyle Fuller
21	Primary Contact Title	Primary Contact Title	Business Development Manager
22	Primary Contact Email	Primary Contact Email	kyle@jts.net
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9726201435
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9722475023
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2143346136
26	Secondary Contact Name	Secondary Contact Name	Kimberly Riebkes
27	Secondary Contact Title	Secondary Contact Title	Project Director
28	Secondary Contact Email	Secondary Contact Email	kimberly.riebkes@jts.net
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9726201435
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9722475023
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	5152106877
32	2% Contact Name	2% Contact Name	Kim Sheffler
33	2% Contact Email	2% Contact Email	kim.sheffler@jts.net
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9726201435
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	Kyle Fuller
37	Purchase Order Contact Email	Purchase Order Contact Email	kyle@jts.net
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9726201435
39	Company Website	Company Website (Format - www.company.com)	www.jts.net
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	75-2621300
41	Primary Address	Primary Address	5310 S. Cockrell Hill Road
42	Primary Address City	Primary Address City	Dallas
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
44	Primary Address Zip	Primary Address Zip	75236
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.)	JTS, Johnston Technical Services, installation, maintenance, microwave, cameras, CCTV, PTP, PTMP, Xirrus, Meru Networks, Telrad, Huawei, Panasonic, Radwin, Ceragon, Exalt, Cielo Networks, Cambium Networks, backhaul, Wi-Fi, WiFi, WLAN, WiMAX, LTE, 3.65, RFIP, Alpha Omega, Scientel, PEXX, fiber, leased-lines, Moxa, Mobotix, OnSSI, Genetec, Samsung, Sony, DDB Unlimited, Fortinet, FatPipe, Sierra Wireless, CalAmp, Signal Inside, Hutton, Winncom, Talley, Tessco,



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.)

47 Prices are guaranteed for?

(\_\_Month(s), \_\_ Year(s), or Term of Contract) (Standard Term of Contract term is "Term of Contract")

---

Line Items

---

Response Total: \$0.00

---

## **D/M/WBE Certification Statement**

JTS does not possess any D/M/WBE certifications. JTS is a Veteran-Owned Small Business, and is self-certifying as such under the federal [SAM.gov](https://sam.gov) (System for Award Management).

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

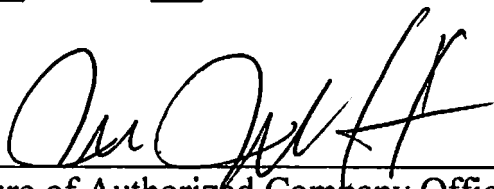
Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education 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



6/8/2015

Signature of Authorized Company Official

Date

Jim C. Johnston

Printed Name of Authorized Company Official

JTS

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   *JS*   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   *JS*   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   *JS*   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.

JTS

\_\_\_\_\_  
Name of Organization

5310 S. Cockrell Hill Road, Dallas, TX 75236

\_\_\_\_\_  
Address of Organization

Jim C. Johnston / President/Owner

\_\_\_\_\_  
Name / Title of Submitting Official

\_\_\_\_\_  
Signature of Submitting Official

6/8/2015

\_\_\_\_\_  
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 JS 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 JS 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 JS 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 JS 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 JS 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 JS 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 JS 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 JS 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 JS Initial of Authorized Company Official

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**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

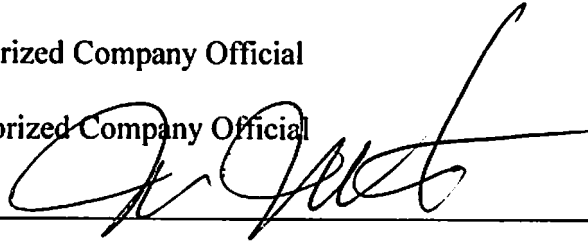
Information may be found at <https://www.sam.gov/index.html>

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: \_\_\_\_\_




JTS

Company: \_\_\_\_\_

# 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.

JTS  
Company Name: \_\_\_\_\_  
5310 S. Cockrell Hill Road  
Mailing Address: \_\_\_\_\_  
Dallas  
City: \_\_\_\_\_  
TX  
State: \_\_\_\_\_  
75236  
Zip: \_\_\_\_\_  
972-620-1435  
Telephone Number: \_\_\_\_\_  
972-247-5023  
Fax Number: \_\_\_\_\_  
kyle@jts.net  
Email Address: \_\_\_\_\_  
  
Authorized Signature: \_\_\_\_\_  
Jim C. Johnston  
Printed Name: \_\_\_\_\_  
President/Owner  
Position: \_\_\_\_\_

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.

Blenda Mc Natt \_\_\_\_\_ 7-16-15 \_\_\_\_\_  
TIPS Authorized Signature Date  
David Wayne Fitts \_\_\_\_\_ 7-16-15 \_\_\_\_\_  
Approved by Region VIII ESC Date

**References**

**\*\* 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
City of Houston	Houston	TX	Rodney Johnston	936-674-8111
Ector County	Odessa	TX	Casey Scott	432-335-3599
Tulsa Technology Center	Tulsa	OK	Eric Guthrie	918-809-0658
City of Denton	Denton	TX	Kathy Gault	940-349-7525
Region 6 ESC	Huntsville	TX	Robert Wyatt	936-435-8276

# Texas Department of Public Safety

## Certificate of License

The Texas Private Security Bureau certifies that:

**JOHNSTON TECHNICAL SERVICES, INC**

**B14961**

*Is Duly Licensed as*

**Security Contractor**

Alarm Systems Company

Under the provisions of Chapter 1702 Texas Occupations Code, as amended  
This License

**EXPIRES: 3/31/2015**

The professional designation of

**RCSID**<sup>®</sup>

Registered Communications Distribution Designer

is awarded to

**Jim C Johnston**

by BICSI<sup>®</sup> in recognition of having successfully completed  
BICSI's registration and examination requirements.



Designator # 151246R

Issued 1/1/2013

Expires 12/31/2015

A handwritten signature in black ink, appearing to read "Tony Wherry".

Chair, RCS Committee

A handwritten signature in black ink, appearing to read "Debra Mendoya".

Director of Credentialing



**ADRIAN BARBOZA**

Is Certified as an In-House Instructor  
of ComTrain's  
"Basic Tower Climbing  
Safety and Rescue"  
Course for

**JOHNSTON TECHNICAL  
SERVICES INC**

Certified  
**12/13/2012**  
in  
**DALLAS, TX**

*W. Windham*  
ComTrain Authorized Representative

[www.comtrainusa.com](http://www.comtrainusa.com)  
512-275-6600

Certificate #: 7221-44007-59

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**Tower Climbing Safety & Rescue Training**

**PHILIP HILTON**

**Has Successfully Completed  
ComTrain's Requirements for  
Basic Certification as an**

**AUTHORIZED  
CLIMBER/RESCUER**

at

**DALLAS, TX  
7/11/2011**

ComTrain Certified Instructor

[www.comtrainusa.com](http://www.comtrainusa.com)  
512-275-6600



**COMTRAIN LLC**



**Jim C. Johnston**

**Has Successfully Completed  
ComTrain LLC's Requirements  
for Certification in  
"Tower Climbing"  
Safety & Rescue"  
Training**

**at  
Dallas, TX**

**1/6/2011**

*Adrian Barboza*

ComTrain Instructor

*Don Zyl*

ComTrain Instructor

4<sup>th</sup> Edition



**Tower Climbing Safety & Rescue Training**

**DANIEL AYERS**

**Has Successfully Completed  
ComTrain's Requirements for  
Basic Certification as an**

**AUTHORIZED  
CLIMBER/RESCUER**

at

**DALLAS, TX  
5/11/2012**

ComTrain Certified Instructor

[www.comtrainusa.com](http://www.comtrainusa.com)  
512-275-6600





**COMTRAIN LLC**

**Jose Quiroz**

**Has Successfully Completed  
ComTrain LLC's Requirements  
for Certification in  
"Tower Climbing"  
Safety & Rescue"  
Training**

**at  
Dallas, TX**

**1/6/2011**

*Adrian Barbera*

ComTrain Instructor

*Quiroz*

ComTrain Instructor

4<sup>th</sup> Edition



**COMTRAIN LLC**

# Mickey Croft

Has Successfully Completed  
ComTrain LLC's Requirements

for Certification in  
"Tower Climbing  
Safety & Rescue"  
Training

at  
Dallas, TX

1/6/2011

*Adrian Barboza*

ComTrain Instructor

*Mickey Croft*

ComTrain Instructor

4<sup>th</sup> Edition



**Tower Climbing Safety & Rescue Training**

**THOMAS EMERICK**

**Has Successfully Completed  
ComTrain's Requirements for  
Basic Certification as an**

**AUTHORIZED  
CLIMBER/RESCUER**

**at**

**DALLAS, TX  
7/6/2013**

ComTrain Certified Instructor

[www.comtrainusa.com](http://www.comtrainusa.com)  
512-275-6600

Certificate #: 8614-51345-57

Copyright © 2012 ComTrain Texas LLC

4<sup>th</sup> Edition III





## FatPipe Product Warranty

©2000 – 2012 FatPipe Networks™, Inc. All rights reserved. Patents existing and patents pending in the U.S.A. and elsewhere. FatPipe, the FatPipe logo, Fat Pipe™, IPVPN®, and SmartDNS™ are trademarks or registered trademarks of Ragula Systems Development Company d.b.a. FatPipe Networks. Windows® is a registered trademark of Microsoft Corporation. All other companies and products names are trademarks of their respective companies. All specifications are subject to change without notice.

FatPipe Networks makes no warranty, either expressed or implied, for the hardware enclosed herein UNLESS the Warranty Registration Card, which accompanies this product, has been filled out and returned to FatPipe Networks. With the return of the Warranty Registration Card, FatPipe Networks warrants its hardware products to the original purchaser against defects in materials and workmanship for one year from shipment, as long as the product is used in its original installation.

If you discover a defect, FatPipe Networks will at its option repair or replace the purchase price of the product at no charge to you, provided it is returned during the warranty period. Transportation charges will be prepaid to FatPipe Networks.

### Returns

To return a unit to FatPipe Networks for repairs, please contact the Customer Service Department at FatPipe Networks to get a Return Merchandise Authorization Number (RMA#). You must write this number on the outside of the package where it can easily be seen. No unit will be accepted without an RMA number. Also, please enclose your name, address, telephone number and a description of the problem.

### Warranty Limitations

The warranty applies only to the hardware products and is not transferable. The warranty does not apply if: (1) the product has been damaged by accident, abuse, misuse or misapplication, or has not been operated in accordance with the procedures described in this and/or accompanying manuals; (2) the product has been altered or repaired by someone other than FatPipe Networks Customer Service personnel; or (3) any serial number has been removed, defaced or in any way altered. FatPipe Networks may use remanufactured, refurbished or used parts and modules in making warranty repairs.



### **WARRANTIES EXCLUSIVE**

IF A FATPIPE PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, CUSTOMER'S SOLE REMEDY FOR BREACH OF THAT WARRANTY SHALL BE REPAIR OR REPLACEMENT, AT FATPIPE'S OPTION. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SATISFACTORY QUALITY. FATPIPE NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS. FATPIPE SHALL NOT BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND EXAMINATION DISCLOSE THAT THE ALLEGED DEFECT IN THE PRODUCT DOES NOT EXIST OR WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPT TO REPAIR OR MODIFY, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING, OR OTHER HAZARD.

### **LIMITATION OF LIABILITY**

TO THE FULL EXTENT ALLOWED BY LAW, FATPIPE ALSO EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS, EVEN IF FATPIPE OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPAIR, REPLACEMENT, OR REFUND OF THE PRICE PAID, AT FATPIPE'S OPTION. THIS LIMITATION OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

### **DISCLAIMER**

Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers or the limitation of liability for personal injury, therefore the above limitations and exclusions may be limited in their application to you. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the remainder of the applicable written warranty. This warranty gives you specific legal rights, which may vary depending on local law.

### **GOVERNING LAW**

This Limited Warranty shall be governed by the laws of the State of Utah, U.S.A. excluding its conflicts of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods.



## **MERU NETWORKS – WARRANTY POLICY**

**Warranty Start Date.** Effective as of January 1, 2013, the “Start Date” as used in this warranty policy (“Warranty Policy”) means sixty (60) days from the date the product is shipped from Meru Networks, Inc.’s (“Meru”) facility or place of manufacture.

**Limited Hardware Warranty.** Meru warrants that (a) certain indoor access point hardware products shipped from Meru starting on July 1, 2009, as such products are specifically identified at support.merunetworks.com under the tab entitled “Limited Lifetime Hardware Warranty - Qualifying Products”, Meru will extend its standard one-year hardware warranty coverage for as long as the product continues to be sold by Meru, and for up to an additional five years from the announcement that the product will no longer be available for sale (“Lifetime Hardware Warranty Period”), and (b) any other hardware products, for one-year following the Start Date, (each of the foregoing shall be collectively referred to as the “**Hardware Warranty Period**”), Meru will, subject to Customer’s compliance with the return procedures set forth below, at Meru’s sole option, repair, replace or refund the purchase price of the hardware found not to operate in accordance with Meru’s published specifications for the hardware, so long as Customer has correctly installed the hardware and operated it in conformance with such specifications. Hardware replaced under this warranty may be new or remanufactured. Hardware replaced or repaired pursuant to this warranty will be covered as set out in this paragraph for the remainder of the original Hardware Warranty Period, or for 30 days from shipment of such repaired or replacement hardware, whichever is longer.

**90-day Limited Software Warranty.** Meru warrants that for 90 days following the Start Date (the “**Software Warranty Period**”), it will, at Meru’s sole option, repair, replace or refund the purchase price of any software that fails to perform in substantial conformance with Meru’s published specifications for the software, so long as the software has been properly installed and used. If during the Software Warranty Period the failure of any embedded software causes the hardware materially to fail to perform in accordance with the hardware specifications, and if Meru does not resolve the failure, Meru shall refund the purchase price of the affected hardware.

**Exclusions.** The warranties with respect to product hardware and software shall not apply to any failure arising from any alteration or modification of the product in any way by anyone other than Meru, abuse, negligence or misapplication, use of the product other than as specified in the applicable product documentation, improper site preparation or maintenance, interruptions in electric power or the telecommunications network, use of the product with software, interfacing, parts or supplies not supplied by Meru, or failure of the product to interoperate with any other software or equipment, except to the extent that such interoperability is expressly set out in the applicable documentation.

**Dead on Arrival (“DOA”).** If during the first thirty (30) days from the Start Date (the “DOA Period”), the hardware fails to operate, and provided Customer gives notice of such failure to its seller, Meru will provide advanced replacement of such inoperative hardware with a new unit. The new unit will be shipped from Meru within two (2) business days after Meru’s receipt of notification of an inoperative unit, in accordance with the return procedures set forth below. An “inoperative unit” shall mean a material failure to perform in accordance with the hardware’s published specifications and shall not include cosmetic or other problems that do not materially affect the hardware’s performance. The inoperative unit must be returned to Meru within thirty (30) days of Meru’s notification of the failure, or customer will be obligated to pay Meru the purchase price of the replacement unit. The DOA Period does not extend the applicable warranty period(s) set forth in this Warranty Policy.



Return procedures. To obtain warranty service, Customer must notify its product seller of the alleged defect, obtain a return materials authorization (“RMA”) from the seller and return the Product in accordance with the instructions provided by the seller. Customer is fully responsible for delivering the product to its seller or Meru, and Meru is responsible for returning the product if it is found to be defective. Returned products which are found by Meru to be not defective, out-of-warranty or otherwise ineligible for warranty service will be shipped back to Customer at Customer’s expense. All replaced products and parts, whether under warranty or not, become the property of Meru. International customers may experience delays and should allow for additional shipping time due to international customs clearance.

Warranty Limitations. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY POLICY, THE HARDWARE IS SOLD AND THE SOFTWARE IS LICENSED “AS IS” AND “WITHOUT WARRANTY”, AND WITH RESPECT TO ALL PRODUCTS, MERU HEREBY SPECIFICALLY EXCLUDES AND DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, STATUTE OR COURSE OF DEALING. THE PARTIES SPECIFICALLY EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, WHETHER STATUTORY OR OTHERWISE, WITH RESPECT TO NON-INFRINGEMENT OF ANY NATURE OF THE RIGHTS OF ANY THIRD PARTY. MERU’S REPAIR, REPLACEMENT OR REFUND SHALL BE CUSTOMER’S EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY WITH RESPECT TO ANY PRODUCT. CUSTOMER ACKNOWLEDGES THAT MERU MAKES NO WARRANTY WITH RESPECT TO INTERFERENCES CAUSED TO OR BY TELECOMMUNICATIONS, RADIO COMMUNICATIONS OR OTHER COMMUNICATIONS OR TRANSMISSIONS WHEN ANY MERU PRODUCT IS BEING OPERATED. Meru does not authorize anyone to alter any of the warranty provisions or exclusions set out in this policy. Customer understands that Meru does not guarantee that any error or other nonconformance can or will be corrected or that the product will operate in all environments and with all systems and equipment or that the product will operate error free or without interruption.

Hazardous Activities Disclaimer. MERU DOES NOT WARRANT THAT ANY HARDWARE OR SOFTWARE OR SYSTEM OR NETWORK ON WHICH THE HARDWARE OR SOFTWARE IS USED WILL BE FREE OF VULNERABILITY TO INTRUSION, VIRUS ATTACK OR HACKER ATTACKS. NO PRODUCT IS FAULT-TOLERANT OR DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING WITHOUT LIMITATION, IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, WEAPONS SYSTEMS, DIRECT LIFE-SUPPORT MACHINES, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE PRODUCT COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY, “HIGH RISK ACTIVITIES”). MERU EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

MAINTENANCE SUPPORT SERVICE – MERUASSURE. Meru’s standard technical support service, “MeruAssure”, is sold separately, and is not included in Meru’s Limited Hardware Warranty, Limited Lifetime Hardware Warranty, or Limited Software Warranty. The then-current terms and conditions for MeruAssure are available online at <http://www.merunetworks.com/support> (“MeruAssure Terms of Service”). If Customer purchases MeruAssure from Meru or its authorized partner who is reselling MeruAssure support, Customer will be required to agree to the MeruAssure Terms of Service. If Customer is purchasing support through certain, Resellers and/or Distributors who may be delivering MeruAssure support with respect to products on their own behalf and under their own brand, Customer may be required to enter into an agreement directly with such Resellers or Distributors for support.

Changes to this Warranty Policy. Meru may change this Warranty Policy at any time, and all changes to such Warranty Policy shall become effective upon Meru first publishing a new Warranty Policy on its website or by providing a copy of such new Warranty Policy to Customer.



## Hardware Product Warranty Agreement

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS PRODUCT

BY USING THIS PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, RETURN THE UNUSED PRODUCT TO THE PLACE OF PURCHASE FOR A FULL REFUND.

**LIMITED WARRANTY.** Xirrus warrants that for a period of five years (Xirrus Arrays) or one year (all other Xirrus hardware products) from the date of purchase by the original purchaser ("Customer"): (i) the Xirrus Equipment ("Equipment") will be free of defects in materials and workmanship under normal use; and (ii) the Equipment substantially conforms to its published specifications. Except for the foregoing, the Equipment is provided AS IS. This limited warranty extends only to Customer as the original purchaser. Customer's exclusive remedy and the entire liability of Xirrus and its suppliers under this limited warranty will be, at Xirrus' option, repair, replacement, or refund of the Equipment if reported (or, upon request, returned) to the party supplying the Equipment to Customer. In no event does Xirrus warrant that the Equipment is error free or that Customer will be able to operate the Equipment without problems or interruptions.

This warranty does not apply if the Equipment (a) has been altered, except by Xirrus, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Xirrus, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident, or (d) is used in ultra-hazardous activities. **DISCLAIMER.** EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

IN NO EVENT WILL XIRRUS OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE EQUIPMENT EVEN IF XIRRUS OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Xirrus' or its suppliers' liability to Customer, whether in contract, tort (including negligence), or otherwise, exceed the price paid by Customer.

The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose. SOME STATES DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

The above warranty DOES NOT apply to any evaluation Equipment made available for testing or demonstration purposes. All such Equipment is provided AS IS without any warranty whatsoever.

Customer agrees the Equipment and related documentation shall not be used in life support systems, human implantation, nuclear facilities or systems or any other application where failure could lead to a loss of life or catastrophic property damage, or cause or permit any third party to do any of the foregoing.

All information or feedback provided by Customer to Xirrus with respect to the Product shall be Xirrus' property and deemed confidential information of Xirrus.

Equipment including technical data, is subject to U.S. 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. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Equipment.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflict of law. If any portion hereof is found to be void or unenforceable, the remaining provisions of this Warranty shall remain in full force and effect. This Warranty constitutes the entire agreement between the parties with respect to the use of the Equipment. Manufacturer is Xirrus, Inc., 2101 Corporate Center Drive, Thousand Oaks, CA 91320.

## MOBOTIX CORP. GENERAL TERMS AND CONDITIONS OF SALE

Valid as of Jun. 30, 2008

### 1 Controlling Provisions

- 1.1 These terms and conditions ("Agreement") shall apply to all orders submitted to MOBOTIX CORP. ("MOBOTIX") and supersede any and all different or additional terms in any purchase orders submitted by any customer (collectively for the purposes of the Agreement the "Customers" and each, individually, a "Customer"); any such different or additional terms are hereby rejected. In the absence of written acceptance of these terms and conditions by the Customer, any acceptance of any delivery or service covered by an order will constitute acceptance of these terms and conditions. The full understanding of the parties is embraced herein and no waiver, alteration or modification of these terms and conditions or any terms of the order will be valid unless made in writing and signed by an officer or other authorized representative of MOBOTIX. In the event of any discrepancy between any purchase order accepted by MOBOTIX and these provisions, these provisions shall govern.
- 1.2 **No Waiver.** In the event MOBOTIX does not enforce, at any time, any one of provisions contained herein, such event shall not be interpreted as a change of these terms and conditions, or as a waiver to exercise any of its rights under these terms and conditions.

### 2 General Conditions

MOBOTIX reserves the right to discontinue products (the "Product" or "Products") at any time and to revoke or change prices or terms of service, except when otherwise indicated in these terms and conditions. If, at any time, it becomes necessary to discontinue service to a Customer, to revoke or modify any provisions contained herein or in any order, or to allocate distribution of any Products, MOBOTIX will allocate shipments of available Products in a manner, which, in its sole and absolute judgment, it considers fair and appropriate. Customer may not customize, modify or have customized or modified any leased or purchased Products and may resell or sublease such Products only in their original condition.

### 3 Acceptance

- 3.1 All orders for Products are subject to acceptance in writing by MOBOTIX and shall not be binding until the earlier of (i) acceptance of the Products by the Customer or (ii) shipment of the Products and, in the case of acceptance by shipment, only as to the portion of the order actually shipped. MOBOTIX shall use reasonable commercial efforts to fill orders promptly, but shall not be liable for any damage to Customer or any third party for failure to fill any orders, or for any delay in delivery or error in filling any orders. Notwithstanding any prior acceptance by MOBOTIX of a purchase order for a Product, MOBOTIX shall not be obligated to ship any Product if Customer is in breach of any of these provisions or other contractual obligations towards MOBOTIX at the time of scheduled shipment.
- 3.2 The ultimate shipment of orders to Customer shall be subject to the right and ability of MOBOTIX to make such sales, and obtain required licenses and permits, pursuant to applicable law, regulation or international treaty.
- 3.3 Customer hereby agrees: (i) to assist MOBOTIX in obtaining any such required licenses or permits by supplying such documentation or information as may be requested by MOBOTIX; (ii) to comply with all applicable laws or regulations; (iii) to maintain the necessary records to comply with such applicable laws or regulations; (iv) not to export any Products except in compliance with

such laws, regulations; (v) to obtain all governmental approvals and licenses necessary to import the Products into any country; (vi) not to sell, transfer or otherwise dispose of Products in violation of the export laws of the United States of America, and (vii) to indemnify and hold harmless MOBOTIX from any and all fines, damages, losses, costs and expenses (including reasonable attorneys' fees) incurred by MOBOTIX as a result of any breach of this subsection 3.3 by Customer or any of Customer's customers.

### 4 Payment Terms, Interest

- 4.1 MOBOTIX requires pre-payment of orders prior to shipment. Net-30 days payment terms are available to credit-qualified customers of MOBOTIX. In these cases, invoices are due and payable within 30 days from the date of the invoice except as otherwise provided in the order confirmation or any other agreement. MOBOTIX reserves the right to grant different credit terms to selected customers.
- 4.2 Payments due to MOBOTIX under the agreement with the Customer shall, if not paid when due under the terms of such agreement, bear simple interest at the lower of 2% per month or the highest rate permitted by law, calculated on the basis of a 360-day year for the number of days actually elapsed, beginning on the due date and ending on the day prior to the day on which payment is made in full. Interest accruing under this subsection 4.2 shall be due to MOBOTIX on demand. The accrual or receipt by MOBOTIX of interest under this subsection shall not constitute a waiver by MOBOTIX of any right it may otherwise have to declare a default under such agreement or to terminate such agreement.
- 4.3 If the Customer fails to pay any amount due, MOBOTIX may, without notice to the Customer, suspend all service provided in such agreement and Customer shall deliver to MOBOTIX all Products in its possession.

### 5 Shipping Charges, Taxes

- 5.1 In cases where MOBOTIX organizes the shipment on behalf of Customer, all shipping and handling charges shall be charged separately and shall be itemized on MOBOTIX' invoice(s). Any discount must be agreed upon in writing signed by both parties.
- 5.2 MOBOTIX will add to all prices and other charges any taxes, however designated or levied or based on the prices or other charges made for the Products or any services rendered or parts supplied pursuant to such agreement and all such taxes shall be paid by the Customer. This section will not apply to organizations that are tax-exempt and provide MOBOTIX with supporting documentation in form and substance satisfactory to MOBOTIX.

### 6 No Right of Setoff

Customer shall have no right of setoff against any payments due pursuant to these provisions agreement, whether on account of any claims or alleged claims against MOBOTIX under these provisions or otherwise.

### 7 Delivery

- 7.1 All shipping dates are tentative. If Customer fails to accept the order, Customer shall nonetheless make payment to MOBOTIX. Where Customer wrongfully rejects or revokes acceptance of the Products or fails to make payments as set forth herein or repudiates with respect to all or part of the contract for the Products shipped, MOBOTIX may withhold delivery, or stop delivery of the Products or cancel the contract and/or sue for damages at

MOBOTIX' exclusive option. If Customer causes a delay in the delivery of the Products, or any part thereof, MOBOTIX, at its exclusive option, may extend the period of delivery by a period reasonable in consideration of the circumstances, and, if the delay causes MOBOTIX substantial inconvenience, MOBOTIX has the right to cancel with respect to the Products whose delivery is delayed. Any expenses or damages resulting from such delays shall be the exclusive responsibility of Customer. Unless otherwise agreed to in writing, MOBOTIX reserves the right to make partial shipments and to submit invoices for partial shipments.

- 7.2 Delivery shall be F.O.B. (per Incoterms 2000) MOBOTIX' shipping facility or such other location where the Products are produced or stored by or on behalf of MOBOTIX. MOBOTIX' responsibility ceases upon delivery to a common carrier at the stated shipping point, and risk of loss, damage, injury or destruction to any of the Products shall pass to Customer upon such delivery to the carrier. In no event shall any loss, damage, injury or destruction operate in any manner to release Customer from the obligation to make payments as set forth herein.
- 7.3 Upon demand of the Customer and at Customer's sole cost and expense, MOBOTIX will insure the product for damages during shipment. Customer shall notify MOBOTIX and the shipping agent of any damages during shipment within three (3) business days of delivery or such shorter time period as may be required by carrier.
- 7.4 MOBOTIX agrees to make a good faith effort to deliver the Product by the date set forth in the order confirmation, provided, however, that MOBOTIX shall have no responsibility or liability whatsoever for loss or damage by causes beyond its control including but not limited to, delays by fire, flood, war embargoes, labor disputes, acts of sabotage, riots, accidents, delay of carriers, voluntary or mandatory compliance with any governmental act, regulations or request, shortage of labor, materials or manufacturing facilities, or any other causes beyond MOBOTIX' control.

## 8 Inspection and Notification

- 8.1 Customer shall inspect the Products within three (3) business days of delivery to verify compliance with the specifications as set forth in Customer's delivery orders accepted by MOBOTIX in writing.
- 8.2 In the event of any non-conformity or defect, Customer shall notify MOBOTIX within three (3) business days thereafter in writing. Customer shall identify and document all issues in a detailed manner.
- 8.3 In the event that Customer does not inspect or notify MOBOTIX of any defect in the manner described above, the Product shall be considered accepted.

## 9 Limited Warranty/Service

- 9.1 MOBOTIX warrants its network hardware products are free of defects in materials or workmanship under normal use for a period of TWO YEARS from the date of receipt by the end user customer.
- 9.2 Notwithstanding the foregoing warranty in section 9.1, flash memory media (e.g. Cf or SD cards, USB memory) embedded in or delivered with cameras are excluded from any liability of MOBOTIX.
- 9.3 MOBOTIX warrants its software products for 90 days from the date of receipt by the end user customer and warrants that the software will execute its programming instructions when properly installed on the hardware for which it is intended, and that the media upon which the software is recorded will be free from defects in materials and workmanship under normal use.
- 9.4 During the warranty period, MOBOTIX will, at its option, either

repair or replace hardware products that prove to be defective at no charge to the Customer. The remedy for the software products shall be to either install an improved software version provided by MOBOTIX or to return the media to MOBOTIX for replacement.

- 9.5 If an item is returned for service or repair that is outside of the warranty period, MOBOTIX will provide an estimate of the repair or replacement cost before proceeding.
- 9.6 Service during the warranty period: In the unlikely event that service is required during the warranty period the following procedure must be followed:
  - (a) Before returning any product to MOBOTIX the Customer must satisfy itself that the product is in need of service or repair by performing some basic diagnostic tests as specified by MOBOTIX to determine the cause of the problem. (Many problems can be diagnosed and corrected without the need for the product to be returned to MOBOTIX for service or repair.)
  - (b) If the Customer determines that the product requires service or repair, MOBOTIX must be contacted to obtain a Return Material Authorization number ("RMA").
  - (c) The product must be shipped pre-paid and insured with adequate packing to protect it from damage with the RMA clearly visible on the outside of the shipping carton.
  - (d) MOBOTIX, upon receipt of the product, will either repair or replace the product at its discretion and ship it pre-paid and insured back to the Customer.
  - (e) If the item is being returned for repair or replacement under warranty, evidence of date of purchase must be included with the item. The repaired or replaced item will be returned by MOBOTIX at no charge to the Customer.
- 9.7 Service after the warranty period: If service is required after the warranty period the following procedure must be followed:
  - (a) Steps 9.6 (a) through 9.6 (c) of the "Service during the warranty period" procedures described above must be followed.
  - (b) MOBOTIX, upon receipt of the product, will provide the Customer with an estimate of the costs for repairing or replacing the product.
  - (c) MOBOTIX will not ship the repaired or replaced product back to the Customer until it receives confirmation in writing (by e-mail or fax) that the costs are acceptable.
  - (d) On receipt of notification from the Customer that the costs are acceptable MOBOTIX will repair or replace the product, at its discretion, and ship the product freight collect and insured back to the Customer.
  - (e) If the Customer notifies MOBOTIX that the estimated cost of repairing or replacing the product is not acceptable, the Customer must advise MOBOTIX whether the product should be returned to the Customer at its cost or otherwise disposed of.

## 10 Limitation of Warranty

ALL WARRANTIES SET FORTH HEREIN ARE MADE IN LIEU OF ALL OTHER WARRANTIES (WHETHER EXPRESS OR IMPLIED), RIGHTS OR CONDITIONS, AND CUSTOMER ACKNOWLEDGES THAT EXCEPT FOR SUCH LIMITED WARRANTY, THE PRODUCTS ARE PROVIDED "AS IS" MOBOTIX SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND TO CUSTOMER, CUSTOMER'S PERSONNEL AND CUSTOMERS AND USERS, AND ANY OTHER THIRD PARTIES, INCLUDING, WITHOUT

LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE. MOBOTIX MAKES NO REPRESENTATION OR WARRANTY THAT THE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS OR BE UNINTERRUPTED, OR FREE FROM ERROR OR DEFECT.

## 11 Limitation of Liability

11.1 IN NO EVENT SHALL MOBOTIX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL OR USE, INCURRED BY CUSTOMER OR ANY THIRD PARTY, OR DAMAGE TO ASSOCIATED EQUIPMENT, COST OF SUBSTITUTE PRODUCTS, FACILITIES, SERVICE OR REPLACEMENTS, DOWNTIME COSTS, OR CLAIMS OF CUSTOMER'S CUSTOMERS, VISITORS, PERSONNEL OR OTHERS, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MOBOTIX' LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR, IF APPLICABLE, THE AGGREGATE FEES PAID TO MOBOTIX UNDER ANY SERVICE CONTRACT. IT IS AGREED AND ACKNOWLEDGED THAT THE PROVISIONS OF THESE TERMS ALLOCATE THE RISKS BETWEEN MOBOTIX AND CUSTOMER, THAT MOBOTIX' PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, MOBOTIX WOULD NOT HAVE ENTERED INTO THESE TERMS.

11.2 SOME JURISDICTIONS LIMIT THE SCOPE OF OR PRECLUDE LIMITATIONS OR EXCLUSION OF REMEDIES OR DAMAGES, OR OF LIABILITY, SUCH AS LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AS OR TO THE EXTENT SET FORTH ABOVE, OR DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED. IN SUCH JURISDICTIONS, THE LIMITATION OR EXCLUSION OF WARRANTIES, REMEDIES, DAMAGES OR LIABILITY SET FORTH ABOVE MAY NOT APPLY TO CUSTOMER IN ALL RESPECTS, BUT THEY ARE INTENDED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT VARY BY STATE, COUNTRY OR OTHER JURISDICTION.

11.3 **Security Interest.** As security for the payment of any and all obligations and liabilities of Customer to MOBOTIX hereunder including, without limitation, the payment of the purchase price or lease, license or maintenance fees, Customer hereby gives, grants and assigns to MOBOTIX a first-order continuing security interest in and against all of the Products delivered to and accepted by Customer and against all of Customer's right, title and interest (whether now existing or hereafter arising in, to and under all of the contracts (the "Customer Contracts") with its customers, distributors and subdistributors, together with all right to receive payment and/or performance thereunder and all other rights and interests now existing or hereafter arising in connection with the Customer Contracts, and all proceeds of any thereof. Notwithstanding the grant of security interest hereunder, Customer shall at all times remain liable under any Customer Contracts to perform all of its duties and obligations thereunder to the same extent as if this security interest had not been granted. MOBOTIX shall not have any obligation or liability under the Customer Contracts by reason of, or arising out of the agreement between the parties or be obligated to perform any of the obligations or duties of Customer thereunder or to make any payment or to make any inquiry of the sufficiency of any payment received by MOBOTIX or to present or file any claim or to take any other action to collect or enforce any

payment assigned hereunder. Until such time as MOBOTIX shall notify Customer of the revocation of such power and authority, Distributor will, at its own expense, endeavor to collect, as and when due, all amounts due under the Customer Contracts, and otherwise enforce its rights and remedies under the Customer Contracts, including the taking of such action with respect to such collection or enforcement as MOBOTIX may reasonably request or, in the absence of such request, as Customer may deem advisable. However, upon a failure by Customer to fulfill all of its obligations under the agreement between the parties including, without limitation, a failure to pay any monies due to MOBOTIX, MOBOTIX may, in addition to its other rights contained in the agreement between the parties or as a secured party under the Uniform Commercial Code or under any other applicable law, (i) notify the customers, distributors or subdistributors, as applicable, to make direct payment to MOBOTIX of any amounts due, or to become due to Customer under the Customer Contracts, (ii) enforce collection of any of such amounts and otherwise enforce Customer's rights under the Customer Contracts by suit or otherwise, and/or (iii) sell the Customer Contracts at public or private sale, in whole or in part, and have the right to bid and purchase at said sale, applying proceeds therefrom to the Customer's obligations hereunder.

## 12 Indemnification

12.1 **Indemnification by MOBOTIX.** MOBOTIX shall defend any claim, suit or proceeding brought against Customer so far as it is based on a claim that (i) use of any MOBOTIX Product supplied hereunder infringes a United States copyright, an existing United States patent (issued as of the effective date), or other intellectual proprietary right and (ii) MOBOTIX Products do not meet the warranty provided for such Product. As a condition to such defense, Customer will provide MOBOTIX with prompt written notice of the claim and permit MOBOTIX to control the defense, settlement, adjustment or compromise of any such claim. Customer may employ counsel at its own expense to assist it with respect to any such claim. Customer shall have no authority to settle any claim on behalf of MOBOTIX. MOBOTIX shall have no obligation hereunder to the extent any claim of infringement or misappropriation results from: (i) use of a MOBOTIX Product in combination with any other product, end item, or subassembly if the infringement would not have occurred but for such combination; (ii) use or incorporation in the Product of any design, technique or specification furnished by Customer or an end user, if the infringement would not have occurred but for such incorporation or use; (iii) any claim based on the use by the Customer or end user of the MOBOTIX Product as shipped after MOBOTIX has informed the Customer of modifications or changes in the MOBOTIX Product required to avoid such claims and offered to implement those modifications or changes, if such claim would have been avoided by implementation of MOBOTIX suggestions. MOBOTIX shall not be liable hereunder for enhanced or punitive damages that could have been avoided or reduced by actions within the control of Customer or end user. In the event that as a result of any such suit Customer's use of the Product is enjoined, MOBOTIX agrees, at its own expense but at MOBOTIX' option: (i) to modify the Product suitably, which modified Product is not subject to such injunction and which is of equal quality, or (ii) to secure for the Customer the right to continue the use of the Product by procuring a license or other right of use thereof for the Customer. The foregoing states the entire liability of MOBOTIX for patent infringement or infringements of any other proprietary right. MOBOTIX' liability in respect of this section shall not exceed three million dollars (3,000,000).

- 12.2 Indemnification by Customer.** Customer shall defend, indemnify and hold harmless MOBOTIX and its officers, directors, employees, shareholders, customers, agents, successors and assigns from and against any and all loss, damage, settlement, costs or expense (including legal expenses and expenses of other professionals), as incurred, resulting from, or arising out of (i) any breach of this Agreement; (ii) any third party claim which alleges that the Customer product, if any, incorporating a MOBOTIX Product infringes upon, misappropriates or violates any patents, copyrights, or registered trademarks of persons, firms or entities who are not parties to this Agreement where such unlawful activity is completely independent of the MOBOTIX Product; and (iii) any claim relating to negligence, misrepresentation, error or omission by Customer, its representatives, distributors, OEMs, VARs or other Customers, or failure to pay required taxes due under this Agreement; (iv) Customer shall be responsible for any warranties it makes to end users beyond the scope of this Agreement; and (v) for any levy made pursuant to any transaction under this Agreement in the nature of customs duties, value added tax (VAT), national sales tax, or any similar tariffs and fees. As a condition to such defense and indemnification, MOBOTIX will provide Customer with prompt written notice of the claim and permit Customer to control the defense, settlement, adjustment or compromise of any such claim. MOBOTIX may employ counsel at its own expense to assist it with respect to any such claim. MOBOTIX shall have no authority to settle any claim on behalf of Customer.
- 12.3 Proprietary Rights and Trademarks.** Customer hereby recognizes MOBOTIX' absolute right, title and interest in all patents, trademarks, trade names, logos, copyrights and all other proprietary interest incorporated into or associated with the Products or any other material received from MOBOTIX. Customer shall have no right to register any of MOBOTIX' trade names or trademarks in its own name or right, whether as owner, user or otherwise. Customer shall release any rights it may have acquired in the trade names and trademarks of MOBOTIX and shall execute any and all instruments MOBOTIX may deem necessary or advisable from time to time to accomplish such release. Any goodwill resulting from any use Customer may make of MOBOTIX' trade names or trademarks shall inure to the sole benefit of MOBOTIX and Customer shall not be entitled to any compensation for such goodwill or otherwise. Customer shall promptly advise MOBOTIX of any known or threatened infringement of any MOBOTIX patents, trademarks, copyrights or other intellectual property with respect to the Products. At MOBOTIX' request and expense, Customer shall assist MOBOTIX in any enforcement action MOBOTIX in its sole discretion determines to take in respect of any such infringement. MOBOTIX shall have the right to use the trade names, logos and trademarks of Customer in advertising and promotional literature and MOBOTIX' Web site upon Customer's prior consent.
- B Miscellaneous**
- 13.1 Export Regulations.** Customer acknowledges that the Products may be subject to United States export laws, statutes and regulations, and that Customer will at all times comply with the provisions of such laws, statutes and regulations including obtaining any necessary or required licenses. Customer shall not export or re-export or otherwise transmit, directly or indirectly, the licensed products or any direct products thereof into, or use the licensed products or any direct products thereof in, any country prohibited or restricted under United States export laws, statutes or regulations or any other applicable laws.
- 13.2 Governing Law.** The agreements between the parties shall be governed and construed in accordance with the laws of the State of New York. Furthermore, the parties agree that the terms of the "United Nations Convention on Contracts for the International Sale of Goods" and the "United Nations Convention on the Assignment of Receivables in International Trade" do not apply to this Agreement.
- 13.3 Arbitration.** In the case of any dispute regarding this Agreement, all parties to this Agreement agree that any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association then pertaining in the New York, New York area and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall be heard before an arbitrator mutually agreeable to the parties; provided, that if the parties cannot agree on the choice of an arbitrator within 10 days after the first party to seek arbitration has given written notice, then the arbitration shall be heard by three arbitrators, one to be chosen by each party and the third to be chosen by the two arbitrators chosen by the parties. A hearing on the merits of all claims for which arbitration is sought by any party shall be commenced not later than 60 days from the date demand for arbitration is made by the first party seeking arbitration. The arbitrator(s) must render a decision within 10 days after the conclusion of such hearing. Any award in such arbitration shall be final and binding upon the parties and non-appealable, and any judgment thereon may be entered in any court of competent jurisdiction. The arbitrator(s) shall be deemed to possess the powers to issue mandatory orders and restraining orders in connection with such arbitration; provided, however, that nothing in this clause shall be construed so as to deny the parties hereto the right and power to seek and obtain injunctive relief in a court of equity for any breach or threatened breach by the other party of any obligation contained in this Agreement. The prevailing party in any such arbitration proceeding shall be entitled to recover from the other party cost, expenses and reasonable attorney's fees incurred by the proceeding. The place of arbitration shall be in New York, New York, USA.
- 13.4 Notice.** All written notices given by either party under the agreements between the parties shall be given to the other party at the address shown on the face hereof (or at such address as may be communicated to the other party from time to time) by mail, overnight mail delivery, or telefax.
- 13.5 Severability.** The invalidity or unenforceability of any term or provision of the agreements between the parties or these provisions shall not affect the validity or enforceability of the remaining terms or provisions of the agreement between the parties or these provisions which shall remain in full force and effect and any such invalid or unenforceable term or provision shall be given full effect to the maximum extent permissible so as to effect the intent of the parties. Failure by either party to enforce any provision of the agreement between the parties or these provisions will not be deemed a waiver of future enforcement of that or any other provision.

MOBOTIX CORP., Jun. 30, 2008

## Warranty Policy

Moxa products are warranted to be free from manufacturing defects in materials and workmanship starting from the shipping date of Moxa. The actual warranty period of the product(s) depends on the product category.

### Warranty Periods

Product Category	Product Line	Warranty Period
Industrial Ethernet Solutions	Industrial 10Gb Core Switches	5 Years
	Rackmount Ethernet Switches	
	DIN-Rail Ethernet Switches	
	Industrial PoE Switches	
	EN 50155 / IEC 61850-3 Ethernet Switches	
	Industrial Secure Routers	
	Ethernet Media Converters	
	Industrial Ethernet Gateways	
	Industrial Wireless LAN	
	Industrial Cellular	
Industrial Computing	Embedded RISC Box Computers	5 Years
	Embedded x86 Box Computers*	3 Years
	Panel Computers	1 Year
Serial Connectivity	Serial Device Servers	5 Years
	Industrial USB	
	Multiport Serial Boards	
	Media Converters	
	Embedded Networking	
IP Surveillance	HD IP Camera	5 Years
	SVGA IP Camera	3 Years
	Video over IP Servers	5 Years
Remote Automation	Micro RTU Controller (excluding models with relay**)	5 Years
	Ethernet Micro RTU Controller (excluding models with relay**)	5 Years
	Ethernet Remote I/O (excluding models with relay**)	5 Years
	Modular Remote I/O	2 Years
	Modular RTU Controller	5 Years
	Serial Remote I/O (excluding models with module expansion)	5 Years

#### Note:

\* The 3-year warranty period for Embedded x86 Box Computers is effective for products shipped after Jan. 1, 2010. A 5-year warranty still applies to products shipped before 2010.

\*\* The warranty for ioLogik W5340 Series, ioLogik E2214, ioLogik E1214 and NA-4000 Series is 2 years.



repair. Moxa is not responsible for any loss of data. Please ensure the use of properly licensed software with our systems. Moxa does not condone the use of pirated software and will not service systems using such software. Moxa will not be held legally responsible for products shipped with unlicensed software installed by the user.

Accessories	Warranty Period
Battery	1 Year
DIN-Rail Power Supplies	3 Years
Fiber Patch Cords, SC to ST Duplex Adaptors	1 Year
Hard Drives	Original manufacturers' warranty period.
Power Adaptors	1.5 Years*
Serial Connection Boxes	5 Years
Serial Connection Cables	5 Years
SFP Ethernet Modules	5 Years
Wireless and Cellular Antennas/Accessories	1 Year

**Note:**

\* The warranty period of power adaptors starts from the manufacturing date marked on the unit label.

Product warranties remain valid provided the product was properly installed and used. Defects, malfunctions, or failures of the warranted product caused by damage resulting from acts of God (such as floods, fire, etc.), environmental and atmospheric disturbances, other external forces such as power line disturbances, host computer malfunction, plugging the board in under power, or incorrect cabling, and damage caused by misuse, abuse, and unauthorized alteration or repair, are not warranted. A product will not be warranted in the following situations:

- The product has been found to be defective after the warranty period has expired.
- The product has been subjected to misuse, abuse, or unauthorized repair, whether by accident or other cause. Such conditions will be determined by Moxa at its sole and unfettered discretion.
- The warranty for customized and ODM products is defined by contract, and is excluded from this policy.
- The product is an accessory not carrying the Moxa brand name. In this case, warranties are limited to the warranty provided by the original manufacturer of the accessory. Examples of such products and accessories are power adaptors and cables.
- The product has been updated, reworked, or improperly tested by the customer, or by a third party at the request of the customer.
- The product is damaged beyond repair due to natural disasters, such as by lightning, flood, earthquake, etc.
- The product in question is either software, or an expendable item, such as a fuse, SD/ CF card, RAM/ DOM module, etc.
- Products with altered and/or damaged serial numbers are not entitled to and will not be serviced by Moxa.

This warranty is limited to the repair and/or replacement, at Moxa's sole discretion, of the defective product during its warranty period. Moxa will replace any product found to be defective within the first three months from the shipping date of Moxa said product was properly installed and used. The customer must obtain a Return Merchandise Authorization (RMA) number prior to returning the defective product to Moxa for service.

The customer agrees to insure the product or assume the risk of loss or damage during transit, to prepay shipping charges, and to use the original shipping container or equivalent. Customers may either seek assistance from the original dealer, or from the closest Moxa Service Office. Repaired or replaced products are warranted for ninety (90) days from the date of repair or replacement, or for the remainder of the original product's warranty period, whichever is longer.

## Warranty & Returns

DDB Unlimited manufactures NEMA rated weatherproof enclosures from high quality materials and warrants all enclosures for a period of (15) years from date of original purchase. This warranty covers workmanship and materials to include, but not limited to, the non-corrosive properties of the material and manufacturing defects. (WARRANTY DOES NOT COVER PRODUCTS NOT MANUFACTURED BY DDB UNLIMITED, THEY WILL HAVE THERE OWN MANUFACTURE WARRANTY.)

DDB Unlimited warrants to Customer that DDB Unlimited manufactured products sold to Customer pursuant to this Contract will be free from defects in material and workmanship, will conform to DDB Unlimited's specifications or to Customer's specifications where agreed to in writing for a period of 15 years from the date of shipment to Customer, provided that:

- A. DDB Unlimited is promptly notified (within the warranty period) of any warranty claim; and
- B. DDB will not issue allow RMA's, Refunds or Returns on orders past 45 days of Invoice date. DDB will not issue credit or warranty any non-stock item; items in which cutouts or non DDB standard products have been placed on enclosure. DDB will not allow RMA, Refund or Return for items that have been altered in any way from stock condition. RMA credit will be given based on a management approved basis with restocking fee.
- C. The goods and merchandise are returned to DDB Unlimited, freight prepaid, after Customer has received a return merchandise authorization number from DDB Unlimited; and
- D. DDB Unlimited's examination of such items shall disclose to its reasonable satisfaction that the claimed defect in the DDB Unlimited manufactured product was not caused by abuse, improper handling, installation, unauthorized repair, alteration or accident. Modification of DDB Unlimited manufactured product by Customer, or at Customer's direction, shall invalidate the above warranty.

DDB Unlimited's liability under this warranty is limited to repairing, replacing or issuing a credit in the amount of the unit contract price, at its election, for any such claim. Any repair or replacement shall not extend the warranty period.

Discoloration of DDB Unlimited manufactured products from metal oxidization and/or severe/normal environmental atmospheric conditions due to exposure over a period of time is normal/anticipated and is not covered by this warranty.

This warranty is extended to Customer only and is not transferable to subsequent purchasers or users of goods and merchandise. This warranty is given in lieu of all other warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose.



**CLIMATE CONTROL • POWER DISTRIBUTION • ENCLOSURE CONSTRUCTION**

DDB Unlimited is an OEM NEMA Outdoor Cabinet Enclosure Manufacturer. We provide a large variety of standard enclosure from 16"-90"H and 25"-42"D. Equipped with adjustable and reversible EIA 19"/23" racking Rails, Front and Rear Doors with 3 Point Pad Locking Handles, NEMA 4, 4X. Air Conditioners ,Heaters, Fans , Batteries and Power options are available. Very Large Inventory and Fast Lead Times.

**CONFIGURATION • CUSTOMIZATION • ACCESSORIES • CUSTOMER SERVICE**



## 1 YEAR LIMITED HARDWARE WARRANTY

### Warranty Coverage

Axis Communications AB's ("Axis") warranty obligations are limited to the terms set forth below:

Axis warrants the original purchaser (the distributor) that the **Axis Network Video Product**, enclosed with this Limited Hardware Warranty will in respect of the hardware be free from defects in design, workmanship and materials under normal use for a period of one (1) year from the date of the original purchase ("Warranty Period").

Notwithstanding the above, the Warranty Period shall be limited to a period of three (3) months from the date of the original purchase for PTZ Network Cameras and PTZ Dome Network Cameras (not including Q-Line PTZ Dome Network Cameras, AXIS 232D+ and AXIS 233D Network Dome Cameras) which are at any time used in continuous motion applications (i.e. sequence mode and guard tour). For clarification, if said products in this section are not at any time used in continuous motion applications, the original hardware warranty of one (1) year will apply.

The original purchaser shall without undue delay notify Axis of any defect which appears in accordance with Axis' RMA handling, and failure to do so shall mean that the original purchaser loses the right to have the defect remedied. A valid form of a bill of sale or receipt must be presented to obtain warranty service. If a valid claim is received by Axis within the Warranty Period, the sole remedy of the original purchaser and Axis' sole and exclusive liability shall be limited to, at Axis sole discretion, either repair of the hardware defect using new or refurbished replacement parts, or replacement of the product. Repaired or replacement hardware will be warranted for the remainder of the original Warranty Period or ninety (90) days, whichever is longer. When a product or part is exchanged all hardware or part thereof that is replaced shall become the property of Axis.

This Limited Hardware Warranty is applicable in all countries and may be enforced by contacting Axis Support, for more information please visit our web site [www.axis.com/support](http://www.axis.com/support)

### Exclusions and Limitations

This Limited Hardware Warranty does not apply (i) if the product has been subject to faulty and improper installation, maintenance, service, operational adjustments, repair, alteration and/or modification in any way that is not (a) covered in the documentation for the product or (b) carried out with Axis' prior consent in writing, (ii) to damages caused by failure to follow the instructions covered in the documentation for the products or other specific instructions from Axis, (iii) to cosmetic damages, (iv) if the product has been tampered with, (v) if the product is damaged by acts of God, misuse, abuse, negligence, accident, normal wear and tear and deterioration, improper environmental conditions (including, but not limited to, electrical surges, water damage and heat exposure) or lack of responsible care, (vi) if the product has had the model or serial number altered, defaced or removed, (vii) to consumables (such as batteries) (viii) to products that have been purchased "as is" and Axis, the seller or the liquidator expressly disclaim their warranty obligation pertaining to the product, (ix) to any non-Axis hardware product or any software (irrespective of whether it has been packaged and/or sold with an Axis hardware product) and/or Axis products purchased from an unauthorized distributor/reseller, (x) to damage that occurs in shipment or from improper storage or transportation, (xi) to damages by any other cause not related to defective design, workmanship and/or materials.

#### NOTE:

- If the product is to be used outdoors or in dusty, humid, or other hostile environments, it must be suitably protected. Further, camera products specifically must be protected, whether in use or not, from exposure to direct sunlight or halogen light which may damage the camera image sensor. This applies to both indoor and outdoor use of the cameras.
- For camera products supplied without a lens, extreme care should be used when mounting a lens on these products. Damage to the product due to incorrectly mounted lenses will invalidate this Limited Hardware Warranty.
- Failure to comply with any of the aforementioned requirements will invalidate this Limited Hardware Warranty.

THE WARRANTY AND REMEDIES PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IF LAWS UNDER SUCH JURISDICTIONS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIOD IDENTIFIED ABOVE. UNLESS PROVIDED HEREIN, ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. EXCEPT AS PROVIDED IN THIS WRITTEN WARRANTY AND TO THE EXTENT PERMITTED BY LAW, NEITHER AXIS NOR ANY AFFILIATES SHALL BE LIABLE FOR ANY LOSS, (INCLUDING LOSS OF DATA AND INFORMATION), INCONVENIENCE, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR INABILITY TO USE THE AXIS PRODUCT, WHETHER RESULTING FROM BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. NOTWITHSTANDING THE FOREGOING, AXIS' TOTAL LIABILITY FOR ALL CLAIMS UNDER THIS WARRANTY SHALL NOT EXCEED THE PRICE PAID FOR THE PRODUCT. THESE LIMITATIONS ON POTENTIAL LIABILITIES HAVE BEEN AN ESSENTIAL CONDITION IN SETTING THE PRODUCT PRICE.

### Applicable Law

- This Limited Hardware Warranty is governed by and construed under the laws of Sweden.
- This Limited Hardware Warranty may be subject to Axis' change at any time without prior notice.



## 3 YEAR LIMITED HARDWARE WARRANTY

### Warranty Coverage

Axis Communications AB's ("Axis") warranty obligations are limited to the terms set forth below:

Axis warrants the original purchaser (the distributor) that the **Axis Network Video Product**, enclosed with this Limited Hardware Warranty will in respect of the hardware be free from defects in design, workmanship and materials under normal use for a period of three (3) years from the date of the original purchase ("Warranty Period"). This Limited Hardware Warranty also applies for power supply, stand, camera housing and Power over Ethernet midspan/splitter, if included with the Axis Network Video Product on the date of the original purchase.

Notwithstanding the above, the Warranty Period shall be limited to a period of (i) one (1) year from the date of the original purchase for moving parts and image sensors in Axis Network Video Products (including, but not limited to, fans, shutters, zoom mechanics, hard disc, camera CCD and CMOS sensors, microbolometers, electrical slip ring contacts, pan/tilt and lens motors, DC-Iris, P-Iris and lens assemblies), (ii) three (3) months from the date of the original purchase for PTZ Network Cameras and PTZ Dome Network Cameras (not including Q-Line PTZ Dome Network Cameras, AXIS 232D+ and AXIS 233D Network Dome Cameras) which are at any time used in continuous motion applications (i.e. sequence mode and guard tour). For clarification, if said products in this section (ii) are not at any time used in continuous motion applications, the original hardware warranty of three (3) years will apply.

The original purchaser shall without undue delay notify Axis of any defect which appears in accordance with Axis' RMA handling, and failure to do so shall mean that the original purchaser loses the right to have the defect remedied. A valid form of a bill of sale or receipt must be presented to obtain warranty service. If a valid claim is received by Axis within the Warranty Period, the sole remedy of the original purchaser and Axis' sole and exclusive liability shall be limited to, at Axis sole discretion, either repair of the hardware defect using new or refurbished replacement parts, or replacement of the product. Repaired or replacement hardware will be warranted for the remainder of the original Warranty Period or ninety (90) days, whichever is longer. When a product or part is exchanged all hardware or part thereof that is replaced shall become the property of Axis.

This Limited Hardware Warranty is applicable in all countries and may be enforced by contacting Axis Support, for more information please visit our web site [www.axis.com/support](http://www.axis.com/support)

### Exclusions and Limitations

This Limited Hardware Warranty does not apply (i) if the product has been subject to faulty and improper installation, maintenance, service, operational adjustments, repair, alteration and/or modification in any way that is not (a) covered in the documentation for the product or (b) carried out with Axis' prior consent in writing, (ii) to damages caused by failure to follow the instructions covered in the documentation for the products or other specific instructions from Axis, (iii) to cosmetic damages, (iv) if the product has been tampered with, (v) if the product is damaged by acts of God, misuse, abuse, negligence, accident, normal wear and tear and deterioration, improper environmental conditions (including, but not limited to, electrical surges, water damage and heat exposure) or lack of responsible care, (vi) if the product has had the model or serial number altered, defaced or removed, (vii) to consumables (such as batteries) (viii) to products that have been purchased "as is" and Axis, the seller or the liquidator expressly disclaim their warranty obligation pertaining to the product, (ix) to any non-Axis hardware product or any software (irrespective of whether it has been packaged and/or sold with an Axis hardware product) and/or Axis products purchased from an unauthorized distributor/reseller, (x) to damage that occurs in shipment or from improper storage or transportation, (xi) to damages by any other cause not related to defective design, workmanship and/or materials.

#### NOTE:

- If the product is to be used outdoors or in dusty, humid, or other hostile environments, it must be suitably protected. Further, camera products specifically must be protected, whether in use or not, from exposure to direct sunlight or halogen light which may damage the camera image sensor. This applies to both indoor and outdoor use of the cameras.
- For camera products supplied without a lens, extreme care should be used when mounting a lens on these products. Damage to the product due to incorrectly mounted lenses will invalidate this Limited Hardware Warranty.
- Failure to comply with any of the aforementioned requirements will invalidate this Limited Hardware Warranty.

THE WARRANTY AND REMEDIES PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IF LAWS UNDER SUCH JURISDICTIONS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIOD IDENTIFIED ABOVE. UNLESS PROVIDED HEREIN, ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. EXCEPT AS PROVIDED IN THIS WRITTEN WARRANTY AND TO THE EXTENT PERMITTED BY LAW, NEITHER AXIS NOR ANY AFFILIATES SHALL BE LIABLE FOR ANY LOSS, (INCLUDING LOSS OF DATA AND INFORMATION), INCONVENIENCE, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR INABILITY TO USE THE AXIS PRODUCT, WHETHER RESULTING FROM BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. NOTWITHSTANDING THE FOREGOING, AXIS' TOTAL LIABILITY FOR ALL CLAIMS UNDER THIS WARRANTY SHALL NOT EXCEED THE PRICE PAID FOR THE PRODUCT. THESE LIMITATIONS ON POTENTIAL LIABILITIES HAVE BEEN AN ESSENTIAL CONDITION IN SETTING THE PRODUCT PRICE.

### Applicable Law

- This Limited Hardware Warranty is governed by and construed under the laws of Sweden.
- This Limited Hardware Warranty may be subject to Axis' change at any time without prior notice.



## 1. SUPPLIER'S WARRANTY

### 1

1.1. **Services Warranty:** Supplier represents and warrants that the Services will be performed in a timely, competent and workmanlike manner by individuals of appropriate training and experience, and that all work will meet or exceed applicable industry standards and practices.

1.2. **Hardware Warranty:** Supplier warrants to Customer that the quality and performance of the Hardware will be free from defects in materials and workmanship for a twelve (12) month period commencing upon:

- a) For Huawei-installed Equipment: the earlier of (i) the receipt of PAC for the Equipment, (ii) when the system is put into use, or (iii) six (6) months after delivery of the Equipment to Customer. For these purposes, the term "use" refers to the date Customer starts using the Equipment or Software in some or all of its network or operations, including labs or test beds, and does not depend on whether revenue is generated from the use.
- b) For Customer-installed Equipment: delivery of the Equipment to Customer.
- c) For Equipment purchased as spares: delivery of the spares, and the remedy shall be limited to hardware replacement. No TAC or software updates will be provided unless purchased separately. Integration of spare Equipment into existing Equipment will not extend any warranty of the existing Equipment beyond its expiration.

(each, as applicable, the "Warranty Period"). The Warranty Period for any repaired part will end ninety (90) calendar days after delivery of the repaired part, or the expiration date of the Warranty Period for the original part, whichever is later.

Notwithstanding the foregoing, the Parties agree to negotiate in good faith to enter into a separate maintenance agreement two (2) months prior to the expiration of the Warranty Period for ongoing support of Hardware.

Notwithstanding the foregoing, if Customer is provided overstock, that overstock is provided in lieu of a warranty and constitutes the sole remedy for any defects in such products.



- 1.3. **Software Warranty:** Supplier represents and warrants that it has all rights to grant the rights and license hereunder, and that the Software does not knowingly violate or infringe any copyright, trademark, or patent of any third party.

In addition to the foregoing, Supplier provides a twelve (12) month warranty for the Software Release delivered with the first implementation of Equipment. Huawei warrants that the Software generally conforms to the specifications, but in no case does Huawei guaranty that that the supplied Software is error free or that the Customer will be able to operate the Equipment without interruption. Software in the form of patches will be delivered to the Customer for updates. The warranty period commences with the installation of the Software in the first node type, and warranty will not be restarted with future node installations. Customer is responsible for the patch installation under warranty.

Supplier can also provide a Service quote to implement the Software Updates or Software Release/Version Upgrades for Customer. Software implementation Service is not included in the Software Upgrade Fee Price; only the actual Software New Version is included.

- 1.4. **Warranty Remedies:** Notwithstanding the installed Equipment having been accepted by Customer, Supplier shall, during the Warranty Period and at its sole option, repair or replace without charge to Customer any parts of the Equipment found to be defective by reason of defective material or workmanship, provided:

- a) The Equipment is used and maintained under normal conditions and in accordance with the documents, information, materials, and training furnished by Supplier under this Agreement;
- b) Customer has given Supplier notice of such defects no later than thirty (30) days after its occurrence; and
- c) Customer has given Supplier every opportunity to inspect and remedy such defect.

The period of warranty applicable to the items repaired or replaced during the Warranty Period shall be ninety (90) days from the date of delivery of same to Customer's Site or up to the end of the original Warranty Period, whichever is longer. Supplier's obligations under the warranty set forth herein shall be limited to repairing or replacing the Equipment or any part thereof. The outward freight for the repaired and/or replaced Equipment or any part thereof shall be borne by Supplier. The inward freight shall be borne by Customer.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN, SUPPLIER DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY



AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE PRODUCTS OR SERVICES.

1.5. **Supplier's Warranty Service:**

Supplier's Standard Warranty Service is as follows:

Huawei Standard Warranty Service		
Service Item		Service Offered
Software Warranty	Access to Call Center	8 Business Working Hours
	Remote SR Handling	Only for defects, all SRs are treated based on commercial reasonable effort, no SLA
	Software Update	Only for software defects, no SLA
Hardware Warranty	Repair & Return	Only for hardware defects, commercial reasonable effort, no SLA

Additional Services are available for purchase.

1.6. **Other Original Equipment Manufacturer's Warranty:** In respect of any Equipment or any part thereof supplied herein not manufactured by Supplier, Supplier gives to Customer no warranty other than the warranty (if any) given by the original manufacturer(s).

1.7. **Warranty Exclusions:** The warranties shall only apply to defects in parts/materials and workmanship of the Equipment. Supplier shall not be liable under this section if the defects are the result of:

- a) improper storage, shipping, handling, mismanagement, or use of the Equipment by Customer;
- b) operation or application of the Equipment in material violation of the operating manual or the appropriate written instructions furnished by Supplier, or any of its suppliers or Subcontractors;
- c) subjection of the Equipment to conditions contrary to those stated in this Agreement or Documentation provided by Supplier, including, but not limited to unusual physical, environmental, or electrical stress;
- d) any event of Force Majeure as defined in this Agreement;
- e) reinstallation or moving of the Equipment by a person other than Supplier;



- f) modification, alteration, repair, and/or improper wiring of the Equipment by anyone not authorized by Supplier;
- g) use of the Equipment by a person other than Customer;
- h) Customer's failure or refusal to install reasonable engineering changes or enhancements required by Supplier to maintain support and compatibility;
- i) serial number being removed or defaced; or
- j) use of the Equipment by Customer or its third party agent in a manner inconsistent with the terms of this Agreement.

Furthermore, the warranty shall not apply to Equipment normally consumed in operation, normal wear and tear, or to parts or Equipment which have an inherently shorter normal life than the initial Warranty Period of twelve (12) months. Customer shall lose its warranty rights hereunder if Customer attempts to rectify defects or malfunctions on its own accord during the Warranty Period. In any case, such attempts do not grant any proprietary rights in the Equipment to Customer.

Structural Parts, such as chassis, frames, doors and handles, are covered by manufacturing defect warranty during the initial Warranty Period, provided that the damage was due to manufacturing defect (see Warranty Exclusions above).

Servers and auxiliary products are covered by original manufacturer warranty pass-through and are not covered by the Customer Support Service unless the Service is purchased separately and clearly defined in the Purchase Order.

Warranty is not transferable.

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## **Telrad Warranty**

Telrad warrants that the Equipment shall be free of any defects in material and workmanship, for a period of 12 months from the date of the installation of the Equipment. Telrad's liability under this warranty shall be to repair or replace (at its option) any defects discovered in the Equipment during the above period, provided that they are handled, stored or used in accordance with Telrad's instructions, have not been subjected to misuse, abuse, accident, modification by any person or entity not trained or certified by Telrad, or damaged by lightning, or damaged intentionally by Buyer and/or by its employees, agents or subcontractors.

## **JTS WARRANTY STATEMENT**

Seller warrants that technical, consulting or installation service(s) furnished pursuant to this contract shall be performed by trained and qualified personnel and shall, where applicable, meet JTS' specifications therefore, and/or generally accepted industry standards of workmanship and quality. This warranty shall be effective for a period of one (1) year after completion of the installation service(s). Any service found, during the warranty period, to be nonconforming to the above stated warranty shall, at JTS' expense, be re-performed to meet the warranty requirements. Any technical service or consultation beyond the scope of this contract will be provided at prevailing time & material rates.



## **LIMITED WARRANTY**

RADWIN warrants to the customer that the hardware in all Products to be delivered hereunder shall be free of defects in material and workmanship under normal use and service for a period of twenty four (24) months following the date of shipment.

If, during the warranty period, any component part of the equipment becomes defective by reason of material or workmanship, and the customer immediately notifies RADWIN of such defect, RADWIN shall have the option to choose the appropriate corrective action:

- a) Supply a replacement part, or
- b) Request return of equipment to its RMA Center for repair, or
- c) Perform necessary repair at the equipment's location.

In the event that RADWIN requests the return of equipment, each party shall pay one-way shipping costs.

RADWIN shall be released from all obligations under its warranty in the event that the equipment has been subjected to misuse, neglect, accident or improper installation, or if repairs or modifications were made by persons other than RADWIN's own authorized service personnel, unless such repairs by other were made with the written consent of RADWIN.

The above warranty is in lieu of all other warranties, expressed or implied. There are no warranties which extend beyond the face hereof, including, but not limited to, warranties of merchantability and fitness for a particular purpose, and in no event shall RADWIN be liable for consequential damages.

RADWIN shall not be liable to any person for any special or indirect damages, including, but not limited to, lost profits from any cause whatsoever arising from or in any way connected with the manufacture, sale, handling, repair, maintenance or use of the Products, and in no event shall RADWIN's liability exceed the purchase price of the Products.

Software Products are provided "as is" and without warranty of any kind. RADWIN disclaims all warranties including the implied warranties of merchantability and fitness for a particular purpose. RADWIN shall not be liable for any loss of use, interruption of business or indirect, special, incidental or consequential damages of any kind. In spite of the above RADWIN shall do its best to provide error-free software products and shall offer free Software updates during the warranty period under this Agreement.

## End-User Warranty for AirLink Products

**By using this product you agree to the following provisions which contain limitations on warranties and liabilities and your remedies.**

**1. DEFINITIONS.**

- 1.1 **Definitions.** In this End-User Warranty:
  - (a) **“Date of Purchase”** means the date indicated on the original bill of sale or received invoice for the Product from the Distributor or, if neither of these is available, the date indicated on the Product activation certificate;
  - (b) **“Distributor”** means a Sierra Wireless authorised distributor;
  - (c) **“Product”** means any of the following Sierra Wireless products: GX Series, LS300, ES440, Raven Series, PinPoint Series, MP Series, Helix RT, FX Series, and GL Series. For greater certainty, “Product” does not include the suite of device management tools that are supplied with the foregoing products, and which are covered under a separate software licence;
  - (d) **“Sierra Wireless”** means Sierra Wireless, Inc. and any legal entity or entities directly or indirectly controlling, controlled by, or under common control with Sierra Wireless, Inc. “Control” means the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the shares, partnership interests, membership shares or similar ownership interest of such controlled entity;
  - (e) **“YOU”** and **“YOUR”** means the individual or entity who originally purchased the Product; and
  - (f) **“Warranty Period”** means the period starting on the Date of Purchase and ending, if you have not purchased an extended warranty, as follows:

Standard Term		
GX400 GX440	LS300 ES440 Raven X PinPoint X MP Series Helix RT	Raven XE/XT PinPoint XT FX Series GL Series
5 Years	3 Years	1 Year

or, for the products listed below, if you have purchased an extended warranty, as follows:

Extended Term	
Raven XE/XT PinPoint XT	3 Years

**1.2 Headings.** Headings have been inserted in these provisions for convenience of reference only and will not affect their construction.

**2. WARRANTY.**

- 2.1 **Warranty.** If YOU are the original end-user purchaser of the Product, Sierra Wireless provides YOU with a personal, non-transferable, warranty that, during the Warranty Period:
  - (a) the Product shall be of good quality and free from defects in design, materials, workmanship and manufacture under normal use and service;
  - (b) all materials, parts, components and other items incorporated in the Product shall be new and
  - (c) the Product shall comply with, and perform in accordance with, the Product specifications current at the Date of Purchase.
- 2.2 **Warranty Returns.** During the Warranty Period, if YOU wish to return a defective Product, YOU must first contact Sierra Wireless via e-mail at [support@sierrawireless.com](mailto:support@sierrawireless.com) to obtain a Return Material Authorisation (“**RMA**”) and a RMA submission form.

You may then return the defective Product, transportation charges prepaid, accompanied by written proof of purchase (a bill of sale or received invoice or activation certificate), and YOUR completed RMA submission form (including the RMA number) to Sierra Wireless at the address set out in the RMA submission form.

2.3 If Sierra Wireless determines that the Product YOU returned meets the warranty set out in Section 2.1 above (Warranty), Sierra Wireless shall, at its expense:

- (a) either:
  - (i) repair the Product; or
  - (ii) replace the Product with a new or a rebuilt unit (which may use refurbished parts of similar quality and functionality);
- (b) ship the repaired or replaced unit back to YOU; and
- (c) warrant the repaired or replaced Product for a period of ninety (90) days or the remainder of the original Warranty Period, whichever is longer.
- 2.4 **Not Covered.** This warranty does not cover:
  - (a) a Product for which YOU are not the original purchaser;
  - (b) a Product that is returned after the Warranty Period has expired;
  - (c) a Product that has been installed other than per the Sierra Wireless Installation Guidelines;
  - (d) a Product that has been maintained, altered or modified, opened (other than per the Sierra Wireless User Guide) or repaired, other than by Sierra Wireless or by a Sierra Wireless authorized service center;
  - (e) a Product that has been used outside of its published maximum ratings or with hardware

- that is electrically or mechanically incompatible;
- (f) a Product on which the serial number has been altered, removed or rendered illegible;
  - (g) a Product that has been physically damaged, other than by Sierra Wireless or a Sierra Wireless authorised service centre;
  - (h) a Product that experiences signal reception problems, unless caused by a defect in material(s) or workmanship in the Product;
  - (i) the cost of installation, removal or reinstallation of the Product, or the cost of shipping the defective Product to Sierra Wireless;
  - (j) accidents, failure to follow instructions, use outside the scope of any other provided documentation (e.g., user guide, installation guide, quick start guide), misuse, abuse, neglect, fire, flood or acts of God;
  - (k) technical assistance to install and operate the Product; or
  - (l) any warranties provided to YOU by the Distributor.
- 2.5 **Out of Warranty.** YOU shall pay Sierra Wireless for all reasonable parts, labour and shipping charges incurred by Sierra Wireless to repair or replace a defective Product that, per Section 2.4 above (Not Covered) is not covered by this End-User Warranty.
3. **EXCLUSIONS & LIMITATIONS.**
- 3.1 **No Other Remedies or Warranties.** YOUR SOLE REMEDY UNDER THIS END-USER WARRANTY IS REPAIR OR REPLACEMENT OF THE AFFECTED PRODUCT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SIERRA WIRELESS EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED OR STATUTORY, WRITTEN OR ORAL, WITH RESPECT TO THE PRODUCT, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF NON-

- INFRINGEMENT, MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 3.2 **CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL SIERRA WIRELESS, ITS DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS AND AGENTS, BE LIABLE FOR INJURY TO PERSONS OR PROPERTY, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUES, LOST OR DAMAGED DATA, FAILURE TO REALIZE EXPECTED SAVINGS, CLAIMS AGAINST THEM BY THIRD PARTIES, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING THEORIES OF NEGLIGENCE, RECKLESSNESS, STRICT LIABILITY, OR DEFECTIVE PRODUCT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE, ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE PRODUCT.
- 3.3 **MAXIMUM LIABILITY.** THE TOTAL LIABILITY OF SIERRA WIRELESS FOR FAILURE TO FULFILL ITS WARRANTY OBLIGATIONS, AND OF SIERRA WIRELESS, ITS DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS AND AGENTS, FOR ANY OTHER LIABILITY UNDER, OR IN CONNECTION WITH THIS PRODUCT, REGARDLESS OF THE NUMBER OF EVENTS, OCCURRENCES OR CLAIMS GIVING RISE TO LIABILITY, SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE PRODUCT.
- 3.4 Some jurisdictions do not allow the exclusion of implied warranties and conditions and do not permit the exclusion or limitation of certain damages. Therefore, the exclusions set out in this End-User Warranty may not apply to YOU.
4. **GENERAL.**
- 4.1 **Governing Law & Disputes.** All claims or disputes arising under or in connection with this End-User Warranty shall be submitted to arbitration before a single arbitrator under the rules of The American Arbitration Association. The laws of the State of California and the laws of the United States applicable therein shall govern all such claims or disputes (without giving effect to principles of conflicts of

- laws). The location of the arbitration shall be San Diego, California.
- 4.2 **Severability.** Any provision of this End-User Warranty which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from this End-User Warranty in that jurisdiction, without in any way invalidating the remaining provisions of this End-User Warranty and any such unenforceability in that jurisdiction shall not make that provision unenforceable in any other jurisdiction.
- 4.3 **Modifications.** This End-User Warranty shall not be modified except by a document signed and made part of this Agreement by an authorized signing officer of Sierra Wireless.
- 4.4 **Waiver.** A waiver of any right, obligation or default will shall only be effective if it is in writing and signed by the party against whom the waiver is sought to be enforced. Any particular waiver of any right, obligation or default will not be construed as a waiver of any subsequent or other right, obligation or default. The remedies of each party shall be cumulative and not exclusive.
- 4.5 **Notices.** All notices shall be in writing, shall be signed by the party giving notice, and shall be effective on receipt. If a notice duly signed by the party giving notice is transmitted to the other party by facsimile or as a pdf attachment to an e-mail, the facsimile transmission or pdf attachment will be deemed an executed original of the notice and of such signature.
- 4.6 **Assignment.** YOU may not assign this Agreement, in whole or in part, without the prior written consent of Sierra Wireless.
- 4.7 **Entire Agreement.** This End-User Warranty constitutes the entire agreement between the YOU and Sierra Wireless on the subject matter and supersedes any prior agreement or understanding, written or oral.

# Signal Inside, Inc. Limited Warranty

## What the warranty covers:

Signal Inside, Inc. ("SI") warrants its products to be free from defects in material and workmanship during the applicable warranty period. If a product proves in SI's reasonable opinion to be defective in material or workmanship during the applicable warranty period, SI will, at its sole option, repair or replace the product with a similar product. Replacement product or parts may include remanufactured or refurbished parts or components. The repaired or replacement product will be warranted until the end of the Customer's original warranty period or, if later, ninety (90) days after shipment of the repaired or replacement product to Customer.

## Who the warranty protects:

The warranty is valid only for the first end-user customer ("Customer").

## Applicable warranty periods:

1. See Exhibit A.

## What the warranty does not cover:

- Any product on which the serial number (if any) has been defaced, modified or removed.
- Damage, deterioration or malfunction resulting from:
  - a. Accident, misuse, neglect, fire, water, lightning, or other acts of nature, unauthorized product modification, or failure to follow instructions supplied with the product.
  - b. Repair or attempted repair by anyone not authorized by SI.
  - c. Software or data loss occurring during repair or replacement.
  - d. Any damage of the product due to shipment.
  - e. Removal or installation of the product.
  - f. Causes external to the product, such as electric power fluctuations or failure.
  - g. Use with supplies, parts or other products not supplied by SI.
  - h. Normal wear and tear.
  - i. Failure of Customer to perform any recommended periodic product maintenance.
  - j. Improper installation.
  - k. Any other cause which does not relate to a product defect.
- Removal, installation, and similar charges.

**How to make a claim:**

- For information on making a warranty claim, please \_\_\_\_\_.
- Your product must have a Returned Material Authorization number (RMA#) assigned by SI.
- Please provide the following information (as applicable) when obtaining an RMA# for service:
  - a. The serial number of the product (if any).
  - b. A copy of the dated sales slip.
  - c. Your name.
  - d. Email address.
  - e. Phone number.
  - f. Your ship to address.
  - g. A description of the problem you are experiencing.
- You may ship the product prepaid in the original container, with any associated accessories, to SI or any SI authorized distributor, referencing your RMA#.
- SI is not responsible for any returned product without an assigned RMA#.
- SI is not responsible for any damages in transit by your shipper.
- Insurance of the returned product is recommended should you have any claim against the carrier you select.

**Exclusion of implied and all other warranties:**

THERE ARE NO WARRANTIES OF ANY NATURE BY SI, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE LIMITED WARRANTY SET OUT HEREIN. WITHOUT LIMITING THE FOREGOING, SI DOES NOT MAKE ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF NON-INFRINGEMENT. The sole remedy of Customer, and sole obligation of SI, is the limited warranty set forth herein.

**Limitation of Liability:**

SI'S LIABILITY IS LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT. SI SHALL NOT IN ANY EVENT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR:

1. DAMAGE TO OTHER PROPERTY CAUSED BY ANY DEFECTS IN THE PRODUCT.
2. DAMAGES BASED UPON INCONVENIENCE, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, INTERFERENCE WITH BUSINESS RELATIONSHIPS, OR OTHER COMMERCIAL LOSS, EVEN IF SI IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
3. ANY OTHER DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.
4. ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PERSON.

## **Exhibit “A”**

- A. Enforcer braided cables – Five (5) years from the date of the original shipment
- B. Enforcer Accessory Products and Consumables – Three (3) years from the original date of shipment.
- C. Enforcer Fiber Cables, fiber cable assemblies, fiber accessories – One (1) year from the original date of shipment
- D. Signal Inside Passive Products, including Directional Couplers, Hybrid Matrices, Tappers, Power Splitters, Termination Loads and Attenuators – Five (5) years from the date of the original shipment
- E. In-Building and Fixed Antennas – The earlier of Three (3) years from the date of installation or thirty-nine (39) months from the date of the original shipment
- F. Standard Crossband Couplers, Triplexers and 5Plexers – Two (2) years from the date of the original shipment.
- G. Enforcer Microwave antennas – Three (3) years from the date of the original shipment.
- H. Enforcer CAT”X” cables – Three (3) years from the original date of shipment.



# Core Competencies

## Wireless Services (Outdoor & Indoor)

- Microwave Path Installation & Maintenance
- Path Profile Design/Studies
- Specializing in Point-to-Point Networks
- Licensed & Unlicensed Frequencies
- Factory Trained & Certified Radio/Antenna Installers
- ComTrain Certified Tower Climbers
- Extended Services Warranty Packages Available
- Indoor Wireless Access Point Networks/WLANs

## Tower Construction

- Every Phase of Installation, from Foundation to Tower Stacking
- Grounds All Tower Sites According to the Motorola R56 Standards
- All JTS Towers are designed to the latest TIA Revisions
- One ComTrain Certified Tower Safety Trainer on staff
- Specifies and Constructs Towers from such companies as Sabre, ROHN, & Trilon Tower
- Project Management Throughout Process
- Geotechnical Report Procurement

## Low Voltage Services

- Structured Network/Data Cabling (Fiber, CAT 5e/6, Coax)
- Security Systems
- Factory Trained & Certified Installers

## Verification/Design Services

- Grounding Test/Inspection
- Spectrum Analysis
- Tower Inspection
- Site Surveys
- Grant Writing Assistance
- Fiber, Coax, and Copper Line Testing & Certification
- FCC License Procurement
- Remote Monitoring with LinkGuard

JTS is a full service company involved in building network infrastructure to support your voice, video, and data needs. We specialize in unlicensed and licensed microwave radio installation services.

With over 26 years of experience in electronic systems integration, we can provide services to help you quickly and economically reach your networking and systems goals. We pride ourselves on our flexibility and rapid deployment.

## Contact Us

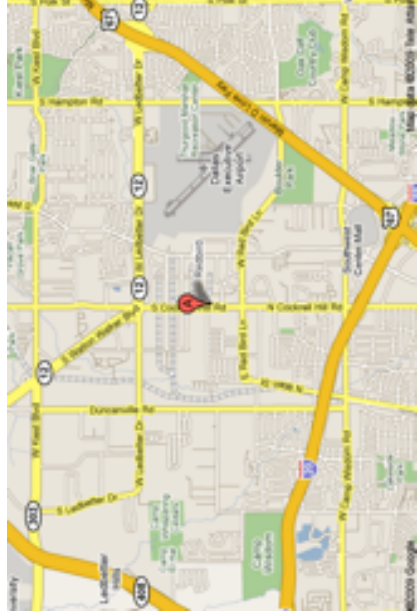
5310 S. Cockrell Hill Road  
Dallas, TX 75236  
Phone: 972-620-1435  
Fax: 972-247-5023  
[WWW.JTS.NET](http://WWW.JTS.NET)

### SALES

Phone: 972-620-1435 x.140  
Email: [sales@jts.net](mailto:sales@jts.net)

### SERVICE

Phone: 972-620-1435 x.130  
Email: [servicecall@jts.net](mailto:servicecall@jts.net)



**“When it Comes to Wireless,  
We Know What to Do”**

Now offering products and services via these cooperative purchasing programs:



## JTS MISSION

JTS has achieved a reputation in the wireless and wireline infrastructure industries by delivering quality turn-key integrated solutions to its customers in a timely manner. Founded by Jim Johnston in 1988, we delight our customers in exceeding their expectations due to the flexibility, industry knowledge, and professionalism we provide.



## JTS HISTORY

JTS was started 26 years ago, specializing in voice, video, and data networking. JTS began installing computer networks over wireless systems for rural banks and medical clinics. Since that time, JTS has been integrating voice, data and video systems over copper, fiber and wireless systems for governments, hospitals, schools as well as private users such as banks and oil & gas companies.

The founder of JTS, Jim Johnston, has a background in microwave networks dating back to 1966 when he was a microwave radio systems instructor in the US Army. After military service, Jim worked for telephone companies installing and supporting traditional microwave systems and associated equipment before founding Intercom, Inc. in 1980, followed by starting JTS in 1988. Jim is a certified RCDD, and is highly regarded within the licensed and unlicensed microwave industry.



JTS has launched a new remote monitoring service for your wireless networks called **LinkGuard**.

With **LinkGuard** by JTS:

- Secure (Site to Site encrypted VPN tunnel up to 256 bit)
- We can see all of your radios at once.
- Long term storage of your radios performance data.
- We Backup your radio's configuration to our server.
- We graph, chart and trend your network data.
- We Create multilevel triggers so that are used to spot immediate, and potential future, issues with network equipment. For example, when the RSL value goes below a certain level or a CPU shows abnormal (not critical) levels of usage.
- We look for issues in your network and engage you and manufacturers if we believe there is a problem.
- Level 3 service, that doesn't wait for alerts. We actively analyze your equipment data looking for problems. If there is an issue, we'll let you know!

Be pro-active, not reactive with **LinkGuard** by JTS.

If you have any questions regarding **LinkGuard**, please email [linkguard@jts.net](mailto:linkguard@jts.net) or call us at 972-620-1435 x.141.

## JTS FACTS

- Year of incorporation was 1995 (under Johnston Technical Services, Inc.)
- Classified as a US Vietnam-era Veteran owned SBE
- Has 26,600 square feet of office space/warehouse
- Certified RCDD on staff
- Certified cabling and wireless technicians on staff
- ComTrain Certified tower trainer and climbers on staff
- Holds a State of Texas Security Contractor License
- Insured to \$6M
- Bondable

## GOVERNMENT

- Three (3) current contracts with the Texas Department of Information Resources (DIR): **DIR-SDD-1762**, **DIR-SDD-2060**, and **DIR-TSO-2678**.
- Registered Supplier with the TASB BuyBoard
- Registered Supplier with TIPS
- E-Rate SPIN Number: 143013981
- SAM Federal Registered Company
- Vietnam Era, Veteran Owned Small Business
- CAGE Code: 3Z0G5
- DUNS #: 191882836
- Primary NAICS codes: 237130, 238120, 238210, 423610, 423690, 517911, 541690

## PARTNERS





**Client: Tulsa Technology Center**  
Tulsa, OK

**Project**

**Project Summary**

(2003 - Present)

JTS has provided installation, support services, and annual maintenance agreements for TulsaTech, which has seven campuses within Tulsa and the surrounding area, as well as its links to eleven area high schools.

The high speed wireless microwave backbone compliments an existing fiber infrastructure.

Equipment installed and supported during this timeframe includes Ceragon Networks, Proxim Wireless, Cielo, and Meru Networks.

**Contact:**

**Eric Guthrie**

**Network Engineer**

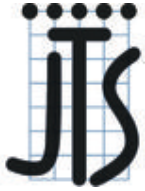
**6111 East Skelly Dr.**

**Tulsa, OK 74147**

**Phone: 918-809-0658**

**Email: [eric.guthrie@tulsatech.org](mailto:eric.guthrie@tulsatech.org)**





**Client: City of Denton**  
Denton, TX

**Project**

**Project Summary**

(2005 - Present): JTS has designed, installed, and provides ongoing maintenance for City of Denton owned municipal water facilities, including licensed and unlicensed microwave links.

JTS has also installed self-supporting towers and cabling infrastructure for the City of Denton.

**Contact:**

**Kathy Gault**

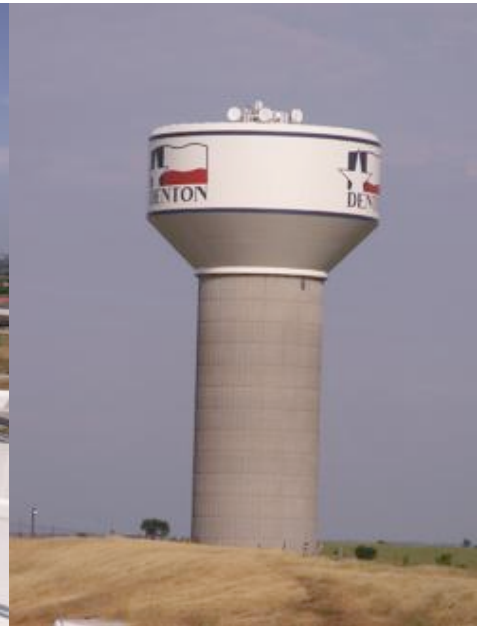
**SCADA/Regulatory Coordinator**

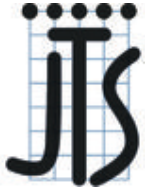
**1701 B Spencer Road**

**Denton, TX 76205**

**Phone: 940-349-7525**

**Email: [kathy.gault@cityofdenton.com](mailto:kathy.gault@cityofdenton.com)**





**Client: City of Houston**  
Houston, TX

**Project**

**Project Summary**

(September 2009 - Present):

JTS has provided installation, maintenance, and support services for the City of Houston. The equipment installed and supported during this timeframe includes both licensed and unlicensed microwave equipment from Ceragon Networks and other vendors.

JTS has been an integral part in the design and build of a licensed microwave ring and spur system to support the City's Public Works infrastructure, as well as tower construction projects.

**Contact:**

**Rodney Johnston**

**Public Works Engineer**

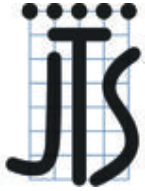
**611 Walker RA 327**

**Houston, TX 77002**

**Phone: 936-674-8111**

**Email: [rodney.johnston@houstontx.gov](mailto:rodney.johnston@houstontx.gov)**





**Client: Ector County**  
Odessa, TX

**Project**

### **Project Summary**

(January 2012 - September 2013):

JTS designed, installed, and provides ongoing maintenance for a turn-key licensed microwave ring consisting of four (4) licensed links and nine (9) unlicensed links for Ector County facilities in and around Odessa, TX.

Included in this project was the construction of two steel self-supporting towers and the recabling of several County buildings.

Ram Comm Inc. was a key subcontractor on this project, and their work exceeded expectations of both JTS and the County.

### **Contact:**

**Casey Scott**

**IT Manager**

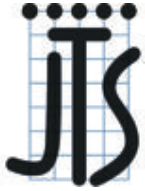
**1010 East 8th Street**

**Odessa, TX 79761**

**Phone: 432-335-3599**

**Email: [scottcl@co.ector.tx.us](mailto:scottcl@co.ector.tx.us)**





**Client: Educational Service Center (ESC) Region VI  
Huntsville, TX**

Project

**Project Summary**

(January 2012 - Present): (Additional phases underway)

JTS designed, installed and provides ongoing maintenance for a turn-key high speed licensed microwave ring across 9 school districts within ESC Region VI, to facilitate BVCNet, an education outreach by Texas A&M

The network spanned across Walker, Grimes, Washington, Burleson, Milam, and Robertson counties.

Included in this project was the construction of self-supporting towers and deployment of WiMAX networks for the various school districts.

**Contact:**

**Robert Wyatt**

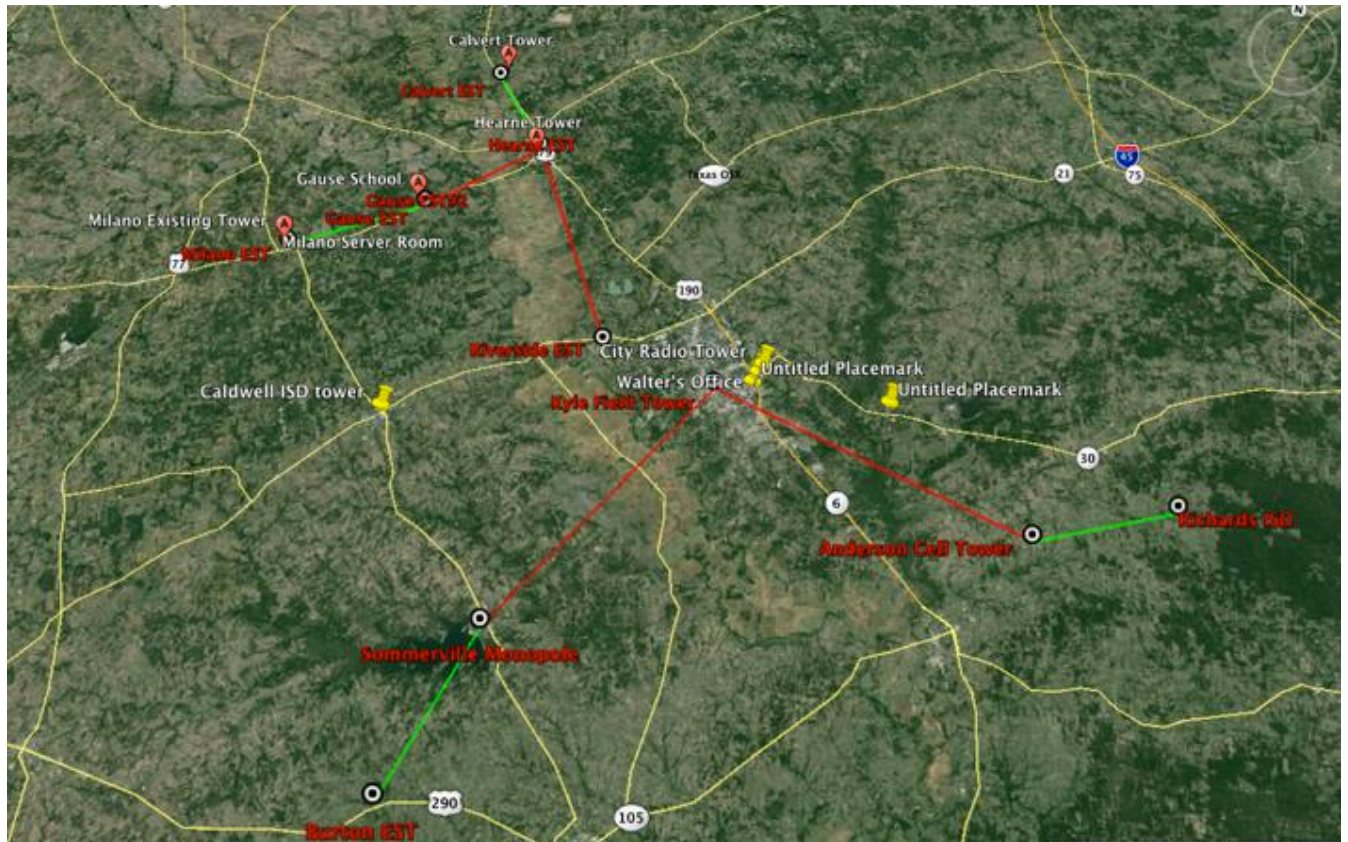
**Network Systems Manager**

**3332 Montgomery Road**

**Huntsville, TX 77340**

**Phone: 936-435-8276**

**Email: [rwyatt@esc6.net](mailto:rwyatt@esc6.net)**





**Client: Lea County Electric  
Cooperative**  
Lovington, NM

**Project**

### **Project Summary**

(Completion Scheduled January 2014) :

JTS has designed and has under construction a new wireless backhaul network for Lea County Electrical Cooperative Inc. in Lea County, New Mexico.

The project includes the construction of nine 195' self-supporting towers, 24 monopoles, 12 licensed microwave links in a fault tolerant ring and 24 licensed spur links to interconnect all substations and switches.

JTS is also handling network engineering and installation of the layer 3 network needed for data transport.

### **Contact:**

**Sean Guthrie**

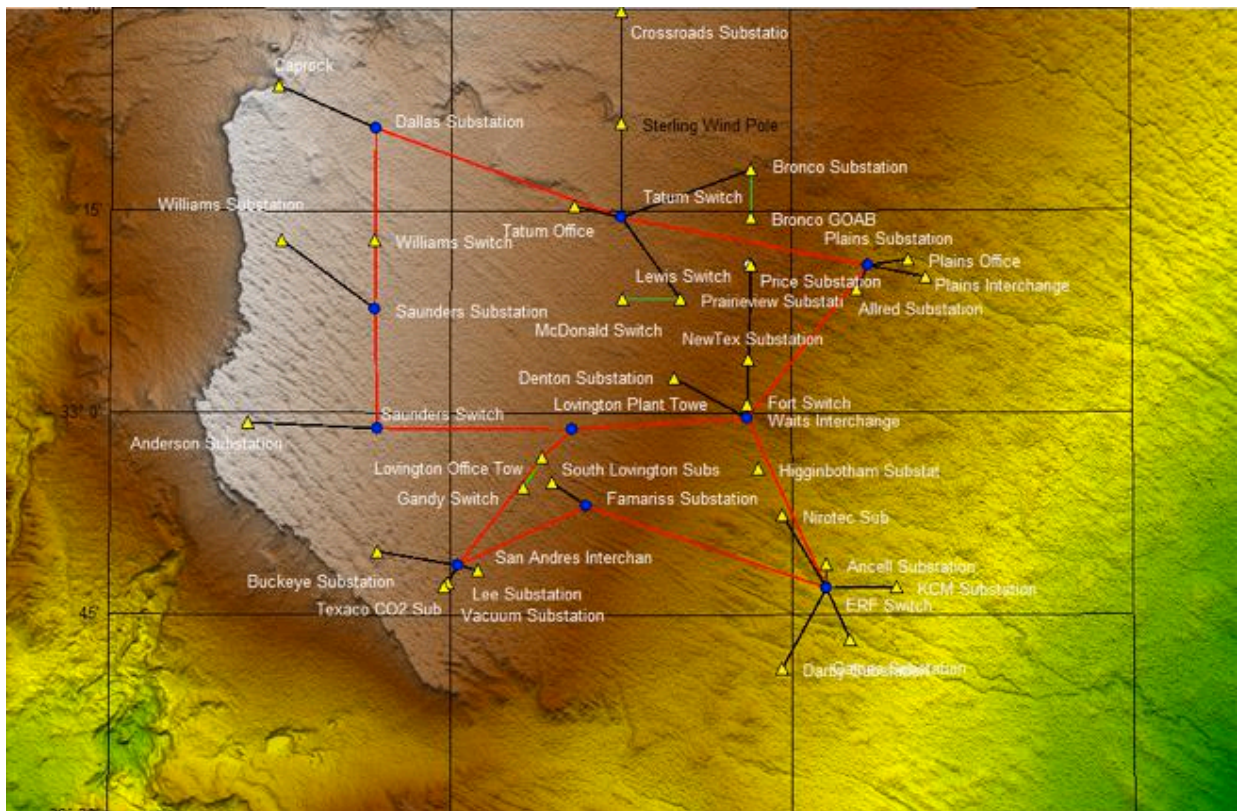
**Network Administrator**

**1300 W. Avenue D**

**Lovington, NM 88260**

**Office: 575-396-9605**

**Email: [sguthrie@lccenet.com](mailto:sguthrie@lccenet.com)**







**Jim Johnston**  
CEO/Owner



#### Education

- BSEET., Devry Institute Electronics Engineering Technology
- NSCA, Project Management For Owners
- Cox School Of Business, SMU

#### Certifications & Specialized Training

- BICSI RCDD, Registered Communications Distribution Designer
- Qualifying Party, State Of Texas Security Contractor License
- Qualifying Party, State of New Mexico GB98 General Contractors License, GF7 Fixed Contractors License, Tanks & Towers, ES3 Low Voltage Contractor's License
- AXIS Video Certified Engineer
- Cisco CCNA, CCDA
- Citrix Certified Administrator
- ASN Apple Solutions Expert
- Comtrain Tower Safety & Rescue
- AG Croup Ethernet Protocol Analysis, TCP/IP Protocol Analysis
- OSHA 10 hour General Industry Safety & Health

#### Vendor Certifications

- Cielo Networks, Ceragon, Cambium Networks, Alvarion, Freewave, GE MDS, Bridgewater, RADWIN, & Alvarion Certifications

#### Affiliations

- BICSI (Building Industry Consultants Systems International)
- NSCA (National Systems Contractors Association)
- ASN (Apple Solutions Network)

#### Experience Summary

A former US Army microwave instructor, Jim has over 42 years of experience in the low voltage, computing and networking fields with extensive design and construction experience developing copper and fiber and wireless systems to provide connectivity to government, enterprise, education and medical entities.

- 42 years experience in low voltage electronic systems contracting
- 27 years experience in computer technology, data networking & connectivity
- 25 years experience in wireless data communications

Jim started JTS in 1984 and incorporated JTS in 1988. JTS is a system integrator which provides services such as customer needs analysis, design, engineering, procurement, construction and maintenance services. Special expertise in IP convergence involving video surveillance, VOIP, ROIP, building automation and remote network management and monitoring.

#### CEO/Owner

Manage low voltage systems contracting and wireless network integration company

#### Key Projects

- Designed licensed microwave system to connect campuses of Tulsa Technology Center
- Designed wireless system for San Angelo Independent School District
- Strategic Plan and Design for Barnett Shale gas field wireless backhaul and SCADA
- Strategic Plan and Design for Eddy and Lea County, New Mexico gas field wireless and SCADA.
- Designed network for City of Houston fresh water production services
- Designed video surveillance networks for auto auction yards covering over 88 acres.
- Designed wireless backhaul systems for dozens of municipal, county, education, water and electric utility and enterprise applications in Texas, Oklahoma, Kansas, New Mexico and Wyoming



## Adrian Barboza Project Manager

### Education

- GED

### Certifications & Specialized Training

- MERU NETWORKS - Meru Certified Engineer
- MERU NETWORKS - Wireless Engineering Professional
- ALVARION - Certified Alvarion System Specialist
- COMTRAIN - Tower Safety & Rescue
- COMTRAIN - Certified In-House Tower Safety and Rescue Instructor
- OSHA 10 hour General Industry Safety & Health

### Vendor Certifications

- Cielo Networks, Ceragon, Cambium Networks, Alvarion, Freewave, GE Mds, & Bridgewave, RadWin, Stratex Networks, Meru Networks, Aruba Networks, Siklu and Berk-Tek.

### Affiliations

- BICSI (Building Industry Consultants Systems International)
- NSCA (National Systems Contractors Association)

### Experience

Adrian Barboza has been with JTS and served in many roles. Progressing from cabling technician, tower & wireless technician, crew leader, job manager to project manager. Adrian has witnessed the emergence of IP networking in all facets of industry and has been an integral in developing JTS quality of workmanship, job planning and employee development.

### Project Manager

11/98-Present

- Managed deployment of wireless system for United Wireless, installing and aligning over 80 microwave links and LTE installs throughout Central and Western Kansas.
- Managed deployment of 400 Mbps licensed microwave ring around the Houston, TX with multipoint links to fresh water production sites.
- Managed crews restoring hurricane damage in Louisiana, Mississippi and Texas after Katrina and Ike. Averaged restoring two microwave links per day for hospitals and carriers.
- Managed deployment of high speed licensed microwave system to connect campuses of Tulsa Technology Center, Tulsa, OK.
- Managed deployment of a high speed wireless backhaul system connecting gas production plants for XTO Energy in the Freestone gas field.
- Successfully managed and completed complex wireless and wired data networks for such customers as:
  - Cox Enterprises-Norman, OK
  - University of Texas Southwest Medical Center
  - City of Denton, TX
  - City of Corinth, TX
  - City of Midlothian, TX
  - City of Conroe, TX
  - City of Tomball, TX
  - Denton Water District
  - XTO Energy
  - Chesapeake Energy
  - Devon Energy
  - Texas Department of Transportation (TxDOT)



## John Durrett IT Solutions Manager



### Education

- Johnson County Community College
- United States Air Force

### Certifications & Specialized Training

- Mainframe Systems - US Air Force
- Nortel Networks - Validation Eng
  - MTX Feature Introduction
  - eBSC Feature Introduction
  - CDMA Feature Introduction
  - ATM Network Feature Introduction
  - EVDO Integration CCNA course completed
- Meru 1500 & 1550 Controller
- Meru AP's
- Microsoft SQL Server
- Unix Systems
- MySQL
- Oracle
- Network +
- Gateway 2000

### Vendor Experience

- Microsoft, Apple, Meru, Sun, Meru

### Experience Summary

John has been employed at JTS for 1+years. He brings an extensive background in networking experience to JTS with 25+years. His networking experience started in the United States Air Force where he served 6 years working on mainframe computer systems. He spent almost half his career with Nortel Networks where he served as a Sr. Network Integration Engineer and later as a Validation Engineer. He also spent 2+years employed by Ericsson where he supported CDMA Core(MSC), CDMA 1xRTT, and EVDO Engineering Teams with new equipment and software load performance data analysis.

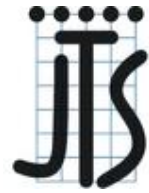
- Nortel Networks Presidents 2007 award for Wireless Priority Service - NSA feature delivery.
- Silver Star award from Sr. Management

### Technical Solutions Manager

As Technical Solutions Manager for JTS, John's role is to work closely with customer teams to provide integration and monitoring support. This includes Site to Site VPN integration and SNMP Network Monitoring. Data analyses and trending identify issues in advance leading to solutions and corrective actions which prevent actual failure.

### IT Solutions Manager

- Active Directory integration into network
- VMware Administrator
- Mac, Windows, Linux Desktop Administration
- Mac, Windows, Linux Server Administration
- Network Administration
- Site to Site (B2B) VPN development and support
- Customer microwave network data monitoring and analysis.
- Wireless network integration, analysis and support.



## John Thompson Project Manager

### Education

- Bachelors degree in Business Management

### Certifications & Specialized Training

- Currently training to receive PMP Cert.
- Qualifying Party, State Of Louisiana General Contractor License
- CPR and First Aid Certified
- Com Trained Certified
- Anritsu Certified
- Andrew/Commscope Cable Installation Certified
- Eupen Cable Installation Certified

### Experience Summary

Operating currently as a project manager for JTS, John has over 16 years of experience in the telecommunications field. John has extensive knowledge of tower construction and microwave installations. Manages projects from conception through to the completion of network turn up.

- 15 years experience in tower construction
- 15 years experience in microwave planning, design, and installation
- 6 years of project management in the telecommunications industry
- 5 years of sales in the telecommunications industry

John started at the age of 16 in the telecommunications industry. Constructed towers, installed lines and antennas for all major carriers. Currently providing turn-key wireless network infrastructure solutions for municipalities and utilities.

### Project Manager

Taking projects from bid response to final system turn up. Responsible for managing budget, scheduling, resource allocation, wireless system design and project milestones.

### Key Projects

- Designed and installed a licensed microwave ring for Ector County consisting of 4 major licensed links and 9 unlicensed links. Construction of 2 self support towers for microwave line of site.
- Design and Installation of new wireless backhaul for Lea County Electrical Cooperative Inc. Construction of nine 195' self support towers. 12 total licensed microwave links and 24 spur links to interconnect all substations and switches. Handling network engineering and installation of the layer 3 network needed for data transport.
- Installation of licensed backhaul for City of Shreveport. Construction of 3 new self support towers. Coordination and Implementation of 5 wireless backhaul links. Construction of 3 SCADA sites for data transport of water treatment facilities.



## Philip Hilton Project Manager



### Education

- Texas Tech University

### Certifications & Specialized Training

- Ceragon - Certified Installer
- Andrew - EZFIT and Positive Stop Connectors and Accessories
- Eupen - Connector Training
- ComTrain - Tower Safety & Rescue Certification
- CSTI - Data Cabling

### Vendor Certifications

- Ceragon, Eupen, and Andrews

### Vendor Experience

- Ceragon, Cielo, ExAlt, Radwin, Alvarion, Cambium, Commscope/ Andrew, Eupen, GE MDS, Freewave

### Experience Summary

Operating currently as a project manager for JTS, Philip has over ten years of construction experience. Philip Hilton has been with JTS for three years and served in many roles. Progressing from tower & wireless technician, crew leader, field coordinator to project manager. He has been involved in the installation of a variety of Point-to-Point (PtP), Point-to-MultiPoint (PtMP) and WiMAX applications.

- 10 Years Construction Foreman Experience
- 3 Years Telecommunications Industry Experience

As the field coordinator, Philip was in charge of the scheduling of projects and crews, invoicing, and customer point of contact.

### Project Manager

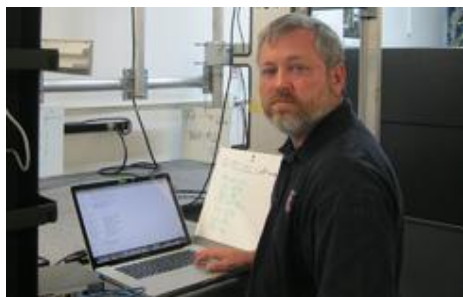
Manage project development from initial to closure, outline scope (goals, deliverables, required resources, budget, and timing), provide project schedule to identify when tasks shall be performed, coordinating project schedule, and report on project milestones and provide status reports.

### Key Projects

- Installation of a Point-to-MultiPoint system for traffic intersections for the City of North Richland Hills. This included installing four base stations, two back hauls, and thirty subscribers all connected back to the traffic department's main office for remote monitoring.
- Installation of several Point-to-Point links and SCADA application deployments for XTO Energy in West Texas.
- Installation of a WiMax deployment for the City of Richardson. Led crews to deploy 130 units at traffic intersections with the use of a bucket truck.



## Thomas Emerick Service Manager



### Certifications & Specialized Training

- Microwave/Satellite Maintenance and Operations - US Air Force
- ComTrain Tower Rigging, Climbing and Rescue – ComTrain LLC
- Anritsu Certified Technician – Tessco
- Fiber Optic Level 3 Technician - ODM
- RFS Hybriflex Trainer – CommScope
- PPC – Master Technician – PPC
- Microwave Pathing and Integration Trainer - Clear
- Sprint LTE Installation Trainer - ALU
- Nortel CDMA Basestation Installation and Commissioning
- BSSM Integration
- Nortel GSM Basestation Installation and Commissioning
- OMC-R Integration
- EVDO Integration

### Vendor Experience

- Ceragon, Dragonwave, Cambium Networks, Alvarion, EBand, CommScope/ Andrew, Eupen, RFS, PPC, RADWIN, Alvarion, Red Line, Motorola, NEC, ALU, Huawei, Samsung, Asentria, Valere, Kathrein, Nortel, Siklu, Cielo Networks

### Experience Summary

Thomas is currently Service Manager at JTS. Before joining JTS, Thomas trained more than 700 installers for ALU's LTE deployment for the Sprint Vision project. This was a three day hands on course covering installation standards, close-out documentation, grounding and cable testing.

After nearly 15 years of military duty in the communications field he joined Northern Telecom/BNR in the wireless division. Thomas started as a GSM Technical Support Engineer and became the Department manager after six months. He was selected to Asia Pacific Wireless Technical Support group and home based out of Bangkok, Thailand. He operated as a UMTS technical liaison for a Nortel/Matsushita joint venture at YRP Nobi just outside Yokohama, Japan. Upon returning to Texas, Thomas transferred to the Wireless R&D Division and started a International Technology Trials group that demonstrated functionality of new technologies to customers in the global market. As an additional duty he was given responsibility for ensuring the CDMA/CSVS software development labs were functional and available for Engineers to test there modules and system testing after each load compile.

### Service Manager

As Service Manager for JTS, Thomas' role is to identify ways to ensure superior customer satisfaction with JTS products and services. This is accomplished through job reviews and ongoing training of our technicians. Thomas is also responsible for the development of test plans and procedures ensuring equipment is properly provisioned and tested in the JTS lab before deployment to the customers site.

### Technology Experience

- Microwave, GSM, Edge, GPRS, UMTS, CDMA, CPDS, CSVS, TDMA, WiMax, LTE-A, AWS, AISG-II, 3GPP, IDEN, VOIP, WiFi, Fiber Optic, IP