Customer: **City of Hyattsville**

Bill to: 4310 Gallatin Street
Hyattsville, MD 20781

Ship to: -- SAME --

Attention: Jim Chandler

Cust. PO: NONE

Date: 9/13/2022

Representative: Anthony Junta	Prices Expire: 10/13/2022	Terms: See attached.

I. Product / Service

Project: DATAPRISE PROFESSIONAL SERVICES - MEMORY AND STORAGE INSTALL

Task 1 - Fixed Project Labor for Memory and Storage Installation.
Task 1 - Add RAM to Three (3) R640 Servers and Storage to One (1) ME4024 Storage Array
A. Add memory modules to each of three (3) Dell R640 server
B. Add six (6) 2.4TB 10K drives to one (1) Dell ME4024 storage array
C. Create new volume in storage array and add to the existing cluster

Special Terms:

STATEMENT ON COVID-19: In response to the COVID-19 pandemic, Dataprise may review Customers' COVID-19 site policies and require Customers to acknowledge the Dataprise Return to Work Policy before performing onsite work or may intentionally limit onsite work at our discretion. In all cases Dataprise employees will adhere to local, state, and federal guidelines related to the pandemic, to include minimizing contact with surfaces, using appropriate PPE, and practicing social distancing. In the event that Dataprise cannot perform onsite work for any reason, we will perform the work remotely to the extent possible or reschedule the work for a later date.
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This Purchase Agreement is for a FIXED price project to install additional memory and storage into the existing environment.

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PROJECT SCHEDULE:

  - Lead time from Purchase Agreement execution to project Initiation may take up to two (2) to four (4) weeks during peak periods.
  - Pricing is based on contiguous completion of project tasks.
  - Dataprise is not responsible for vendor or third-party delays that impact delivery of hardware, software, or other products.
  - Customer delays that significantly impact the project schedule may require a change order for additional project management services.

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Project Assumptions:

1. While multiple stakeholders may participate in the project, Customer shall appoint a primary point of contact ("POC") to participate in key project activities, such as project kickoff, project status calls, change management, and project closeout.
2. Customer shall provide applicable current documentation and credentials related to the network, systems, or environment contemplated in the project scope.
3. Customer shall provide physical and/or unattended remote access to the network, systems, environment, and/or personnel contemplated in the project scope as deemed necessary by the project manager. Dataprise shall perform all project tasks and activities during regular business hours unless stated otherwise in the project scope.
4. Modifications to the project scope or bill of materials are changes that require a change order. The change order must be signed by Dataprise and the Customer before the change will be implemented.
5. The project manager will trigger the project closeout process upon meeting the

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business or technical objective identified in the project overview statement or upon completion of the tasks listed under project scope. During the project closeout process, the Customer POC will be given the opportunity to review and sign a Job Signoff Report ("JSR"). If the POC does not provide feedback within three (3) business days, Dataprise will consider the project closed.

6. Customer will provide the appropriate outage window and downtime to install required components.

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Out of Scope:

1. Any tasks or products not specifically included in this statement of work must be agreed to in a written change order by all parties involved.

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Customer Responsibilities:

1. Customer will ensure that necessary administrative credentials (e.g., usernames, passwords) are available upon arrival, or that an administrative account with appropriate access is created for the duration of this contract.
2. Customer will provide reasonable after-hours, remote, and weekend access as requested by Dataprise.
3. All packing material and other debris will be disposed at the Customer location.

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II. Price Summary

Product / Service

Total Products	**$15,323.47**
Sub Total Products:	**$15,323.47**
Total Non-Recurring Technical Services	**$4,301.00**
0.00% Sales Tax:	**$0.00**
TOTAL:	**$19,624.47**

Note: See price detail for optional items.

50% Down payment of $9,812.24 due upon execution of this order. Please remit to:
Dataprise, LLC
Dataprise Accounts Receivable
P.O. Box 22645
New York, NY 10087-2645

Thank you for this opportunity to serve you.

Questions? Contact your Dataprise Account Executive:
Anthony Junta
1-410-230-9999 Ext.
tony.junta@dataprise.com

III. Customer Authorization

By signing this Purchase Agreement, Customer hereby authorizes Dataprise, LLC to fulfill the requirements specified under Product / Services (including the Special Terms) above according to the Prices specified and the Terms and Conditions of Sale below. Please have an authorized representative of your organization sign below and return.

_____
AUTHORIZED CUSTOMER NAME

_____
AUTHORIZED CUSTOMER SIGNATURE

_____
AUTHORIZED CUSTOMER TITLE

_____
Authorized Date

DATAPRISE, LLC

_____
DATAPRISE REPRESENTATIVE NAME

_____
for Dataprise, LLC

_____
DATAPRISE REPRESENTATIVE TITLE

_____
Acceptance Date

IV. Price Detail

Product Detail

#	Item	Part #	Qty.	Price	Extension
	(Hardware)				
1.	DELL MEMORY UPGRADE - 16GB - 2RX8 DDR4 RDIMM 3200MHZ	Q3000131194 927.4 - A	16	$513.98	$8,223.68
2.	DUAL IN-LINE MEMORY MODULE,128G,2667,8RX4,8G,DDR4,LEAD REDUCED	Q3000131194 927.4 - C	1	$3,374.99	$3,374.99
3.	DELL 2.4TB 10K RPM SAS 12GBPS 512E 2.5IN HOT-PLUG HARD DRIVE	Q3000131194 927.4 - B	6	$620.80	$3,724.80

T=Taxable Item   **Sub Total:**   **$15,323.47**

Non-Recurring Technical Services Detail

Task	Description	Qty.	Per	Price	Extension
1	Fixed Project Labor for Memory and Storage Installation	1	Units	$4,301.00	$4,301.00

T=Taxable Item   **Sub Total:**   **$4,301.00**

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Terms and Conditions of Sale

A.   Term and Termination

1. EFFECTIVE DATE. The provisions of this Agreement for the services herein ("Services") shall come into full force and effect on the date this Agreement is signed by Dataprise and by Customer (each a "Party").

2. INITIAL TERM (for Recurring Services). For monthly recurring Services, the initial term of this Agreement is as specified in the Price Summary and shall begin on the date that the Services in the "Recurring Monthly Costs Detail" as specified in the Price Detail of this Agreement are initially provided to Customer ("Initial Term").

3. RENEWAL (for Recurring Services). Unless notified in writing by Customer at least sixty (60) days prior to the end of the Initial Term or any subsequent term ("Renewal Term"), this Agreement will automatically renew for a twelve (12) month Renewal Term. Dataprise shall be entitled to a 5% annual increase for all Services hereunder after completion of the Initial Term and subsequent Renewal Terms. Upon thirty (30) days' written notice to Customer, Dataprise may change or increase pricing during any Renewal Term.

4. TERMINATION (for Recurring Services). This Agreement may be terminated by either Party if the other Party is in material breach of this Agreement, provided that the breaching Party is given written notice of such breach and the breach is not cured within thirty (30) days of the notice (termination for "Cause"). In the event that Customer terminates this Agreement without Cause prior to the end of the Initial Term, Renewal Term, or defaults in its obligation to pay under this Agreement, Dataprise shall be entitled to the total of the remaining month(s)' recurring service fees. Customer agrees that in the event of termination by Dataprise for Cause, or improper or early termination by Customer without Cause, actual damages will be difficult or impossible to ascertain and that the amounts due as set forth in this Section are intended, therefore, to establish liquidated damages and not intended as a penalty.

5. TERMINATION (for Non-Recurring Project Only). This Agreement may be terminated by either Party if the other Party is in material breach of this Agreement, provided that the breaching Party is given written notice of such breach and the breach is not cured within thirty (30) days of the notice. In the event that either Party terminates this Agreement prior to the completion or final delivery of Products and/or Services hereunder, Customer shall be liable to Dataprise for any products delivered or services rendered prior to the termination, including any hourly non-recurring services that may have accrued.

B.   Payment Terms

1. RECURRING SERVICES. Customer will be billed monthly for recurring services, subject to credit approval. Payments are due within thirty (30) days of the invoice date.

2. PROJECT OR FIXED PRICE. For project or fixed price services, 50% payment is due upon execution of this Agreement and the remaining 50% will be invoiced upon completion and due within thirty (30) days of the invoice date.

3.   All payments shall be made in US dollars payable to "Dataprise".

4. A finance charge of 1.5% will be applied monthly on all unpaid balances after they become due. A service charge of $50 will be assessed for any returned checks.

5. If the amount due Dataprise must be collected by or through an attorney, collections agency, or otherwise adjudicated, Customer will be liable to Dataprise for all reasonable attorney's fees and court costs incurred.

6. If Customer fails to pay within thirty (30) days of the invoice date, Customer will be considered in default. In the event of Customer's default, Dataprise reserves the right to either suspend Services under this Agreement until payment is received, or to terminate this Agreement for Cause, both within thirty (30) days after providing notice to Customer.

C.   Warranties and Liability

1. FORCE MAJEURE. Neither Party shall be liable for delays or failure to perform under this Agreement resulting from a force majeure event including, but not limited to, war, terrorism, strikes, riots, fire, flood, power failure, pandemic, governmental restrictions, acts of God, or any other causes that are beyond the reasonable control of such Party.

2. WARRANTIES. Dataprise warrants that the Services will be performed in a professional and workmanlike manner, consistent with prevailing industry standards. Warranties of any and all third-party hardware equipment, software applications, and Software as a Service (SaaS) applications, if applicable, are provided directly by their respective manufacturers. Dataprise assumes no risk whatsoever for any defective items but will use commercially reasonable efforts in assisting Customer in obtaining repair or replacement items under manufacturers' warranty. It is expressly understood and agreed that Dataprise makes no guarantees or promises to Customer with respect to the exact date of complete delivery, installation, and operational status of the Services but will use commercially reasonable efforts within its control in adhering to any proposed schedules or timelines provided to Customer.

    THE LIMITED WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM, AND AS TO ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DATAPRISE BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS OR LOSS OF DATA ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PERFORMANCE OR BREACH THEREOF, THE SERVICES PROVIDED OR FAILED TO BE PROVIDED, INCLUDING BUT NOT LIMITED TO ANY DELAY, NON-DELIVERY, WRONG DELIVERY, SERVICE INTERRUPTION OR LOSS OF ACTUAL OR ANTICIPATED VALUE OF THE BUSINESS, EVEN IF DATAPRISE HAS BEEN WARNED OF SUCH LOSS.

3. LIMITATION OF LIABILITY. Dataprise's total liability under this Agreement shall in no event exceed the amounts paid by Customer to Dataprise in the six (6) months preceding the event giving rise to such liability.

4. INDEMNIFICATION. Each Party agrees to indemnify and hold harmless the other Party, and its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents, from any claim or demand, including reasonable attorneys' fees, made by a third party due to or arising out of: (1) any alleged violation of any intellectual property rights of another, including but not limited to the use of any content, trademarks, service marks, trade names, copyrighted or patented material, or other intellectual property used in connection with the Services provided under this Agreement; (2) any violation of law by the indemnifying Party; or (3) any bodily injury, or damage to real or tangible personal or property to the extent proximately caused by the indemnifying Party's negligence or willful misconduct in the course of performing this Agreement. Dataprise reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer but doing so shall not excuse Customer's indemnity obligations.

D.   Additional Service Terms

1. EXPENSES. Customer will be invoiced separately for any procurement expenses for equipment or other hardware or software as may be provided by Dataprise and preapproved by Customer.

2. SCHEDULED VISIT CANCELATIONS. Twenty-four (24) hours' notice is required for any cancellation or rescheduling of regularly scheduled or planned on-site visits or scheduled appointments for remote Services. Failure to provide such notice may result, at Dataprise's sole discretion, in the charging of the corresponding anticipated fees.

3. EXTENDED TRAVEL CHARGES. Additional charges may apply for on-site travel greater than 100 miles on behalf of Customer from a Dataprise service office location. A complete list of Dataprise service office locations may be found at http://www.dataprise.com.

4. EQUIPMENT SALES. All hardware and software equipment sales provided hereunder are final and products listed herein may not be returned unless previously authorized. Final return authorization is subject to original equipment manufacturer (OEM) approval. Equipment pricing is subject to fluctuations due to changing market conditions and availability and cannot be guaranteed. Consequently, Dataprise may cancel or offer substitutions on those items that, at time of order, are no longer available at the prices quoted herein.

5. MANAGED CLOUD SERVICES, MICROSOFT SERVICES, AND ADDITIONAL TERMS. In addition to the Services specified herein, Customer may receive remote managed or cloud-based Services including, but not limited to: Managed Workstation Services, Web URL Filtering, Remote Data Backup, Remote Network Monitoring, Internet Domain Management, Anti-SPAM Service, Microsoft Cloud Services, Microsoft Office 365, Microsoft Azure, and other hosting or cloud-based services (collectively the "Managed Cloud Services"). Additional terms and restrictions may apply under the Dataprise Managed Services/Managed Cloud Services Agreement ("Dataprise MSA") which can be found online at http://www.dataprise.com/legal/msa and may be amended by Dataprise from time to time. In addition, desktop and server portions of any Managed Cloud Services that are installed on Customer equipment are governed under a Dataprise End User License

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Agreement ("Dataprise EULA") for desktop and server software which can be found online at http://www.dataprise.com/eula and may be amended by Dataprise from time to time. Both the Dataprise MSA and Dataprise EULA are both, as applicable, incorporated by reference herein and made part of this Agreement. If Microsoft Software is provided as part of the Services, additional restrictions may apply under Microsoft Corporation's licensing terms, including but not limited to, limits on the number of authenticated users. Partner Admin Link (PAL), Claimed Partner of Record (CPOR), and Granular Delegated Admin Privileges (GDAP) registration for Dataprise is required if Microsoft365, Dynamics365, or Azure services are included in this Agreement. Customer acknowledges that Dataprise may receive monetary fees, commissions, or compensation from Microsoft in connection with this Agreement. Customer is responsible for adhering to any additional Microsoft terms.

E. **Miscellaneous**

1. ENTIRE AGREEMENT. This Agreement supersedes all previous proposals and discussions and reflects the final understanding between Dataprise and Customer with respect to the subject matter of this Agreement. This Agreement may not be modified, amended, rescinded, or canceled, in whole or in part, except by written agreement signed by an authorized representative of both Parties.

2. ORIGINAL SIGNATURE. The Parties agree and attest that any authorized signature by facsimile or electronically (PDF) is deemed to be an original.

3. COUNTERPARTS. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which shall constitute a complete agreement.

4. ASSIGNMENT. Customer may not assign any rights or delegate any duties under this Agreement in whole or in part without Dataprise's prior written consent (which shall not be unreasonably withheld) and any such attempted assignment shall be void and of no effect. This Agreement shall be binding upon and inure to the benefit of each of the Parties, their successors, and permitted assigns.

5. SEVERABILITY. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

6. NO WAIVER. No failure or delay on the part of Dataprise to exercise or enforce any of the terms of this Agreement or rights or remedies under this Agreement will constitute a waiver thereof.

7. INDEPENDENT CONTRACTOR. Dataprise is and shall at all times be an independent contractor and shall not be deemed an employee or agent of Customer. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the Parties.

8. NON-SOLICITATION OF PERSONNEL. Customer hereby understands and agrees that Dataprise spends considerable time and money hiring, training and growing its professional staff and that its staff is generally utilized among many different clients. Accordingly, Customer agrees that it will not solicit for employment, hire or contract with any of Dataprise's existing or former technical or professional personnel, or consultants and/or contractors, assigned either directly or indirectly to Customer's account during the term of this Agreement and for a period of two years from its termination, regardless of the reason for termination. Customer agrees to pay Dataprise the amount equal to the target annual earnings of the Dataprise employee solicited by Customer as liquidated damages for any breach of this provision and for each occurrence thereof. For this purpose, solicitation does not include contact resulting from indirect means such as public advertisement, Internet postings, placement firm searches or similar means to which the employee responds on his or her own initiative, provided that such indirect means are not used for the purpose of circumventing this section. This provision shall survive the termination of this Agreement for any reason.

9. NOTICES. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given on receipt if delivered personally, upon receipt of a facsimile confirmation if faxed, two (2) days after being sent by a nationally recognized overnight carrier, three (3) days after being mailed by certified mail, postage prepaid, return receipt requested, or the day such notice or communication is sent electronically (including PDF), provided that the sender has received a confirmation of such electronic transmission. Notices to Dataprise shall be addressed to the attention of Legal Department (LegalNotices@Dataprise.com) and notices to Customer shall be sent to the address initially provided for Customer's account, or to such other address as a party may specify in a notice pursuant to this provision.

10. PREVAILING PARTY. If any litigation or other court action, arbitration or similar adjudicatory proceeding is commenced by any Party to enforce its rights under this Agreement against the other Party, all fees, costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, incurred by the prevailing Party in such litigation, action, arbitration or proceeding shall be reimbursed by the losing Party; provided, that if a Party to such litigation, action, arbitration or proceeding prevails in part, and loses in part, the court, arbitrator or other adjudicator presiding over such litigation, action, arbitration or proceeding shall award a reimbursement of the fees, costs and expenses incurred by such Party on an equitable basis.

11. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. Any actions to interpret or enforce this Agreement shall be solely brought in the State of Maryland and, to the extent permitted by law, the Parties agree that the venue for such action shall be in the County of Montgomery.

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