

Customer: City of Hyattsville**Bill to:** 4310 Gallatin Street
Hyattsville, MD 20781**Ship to:** -- SAME --**Attention:** James Chandler**Cust. PO:** NONE**Date:** 8/21/2020**Representative:** Ahmad Marzuki**Prices Expire:** 9/20/2020**Terms:** See attached.**I. Product / Service****Project: DATAPRISE FIXED PRICE PROJECT SERVICES - CHANGE ORDER FOR 2019-CQK-J05**Task 1 - Fixed Project Labor for Additional Hardware.

Task 1 - Project Management

- A. Review equipment delivery list (EDL) and identify any errors
- B. Coordinate scheduling with Customer and arrange for after-hours access to designated office location
- C. Coordinate scheduling of Dataprise network engineers for project work
- D. Communicate with Customer point of contact (POC) on status of project
- E. Complete written project plan and provide to Dataprise network engineers
- F. Identify additional products needed for successful completion of project
- G. Provide ongoing project management and oversee tasks

Task 2 - Planning and Design

- A. Review current network (e.g., LAN/WAN) configuration
- B. Review up-to-date network documentation
- C. Review IP assignments for firewall interfaces
- D. Review network address translation (NAT), port settings, and protocols
- E. Review security rules and access permissions
- F. Evaluate use of end-user VPN connections
- G. Review and plan IP address scheme
- H. Review and validate network design and propose project plan
- I. Discuss and confirm any changes to the existing design

Task 3 - Install and Configure Two (2) DELL Switches

- A. Unbox, rack, and connect new hardware
- B. Update firmware
- C. Configure up to three (3) VLAN settings for local area network (LAN), management and VOIP traffic
- D. Configure uplink connectivity to existing production LAN
- E. Test and verify settings and tune settings as needed
- F. Back up switch configurations

Task 4 - Project Closure

- A. Update and deliver solution documentation
- B. Gather Customer signoff

Special Terms:

1. This Purchase Agreement is for a FIXED price project as a CHANGE ORDER FOR 2019-CQK-J05.

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II. Price Summary

Product / Service

| | |
|--|--------------------------|
| Section 1 - Switch | \$6,445.00 |
| Section 2 - Delta | \$1,018.21 |
| Section 3 - Cables | \$209.96 |
| Sub Total Products: | \$7,673.17 |
| Total Non-Recurring Technical Services | \$1,850.00 |
| 0.00% Sales Tax: | \$0.00 |
| TOTAL: | <u>\$9,523.17</u> |

Note: See price detail for optional items.

We are pleased to offer you Net Terms, subject to credit approval, for this purchase.



Thank you for this opportunity to serve you.

Questions? Contact your Dataprise Account Executive:
Ahmad Marzuki
1-410-230-9999 Ext. 10627
amarzuki@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

Section 1 - Switch

| # | Item | Part # | Qty. | Price | Extension |
|-----------------------|--|--------|------|--------------------------|--------------------------|
| (Hardware) | | | | | |
| 1. | DELL N2048P LAYER 3 SWITCH - 48 PORTS - MANAGEABLE - 3 LAYER SUPPORTED - MODULAR - TWISTED PAIR, OPTICAL FIBER - 1U HIGH - RACK-MOUNTABLE - LIFETIME LIMITED WARRANTY 48X 1GBE / 2X 10GBE SFP+ LLW | 6B7484 | 2 | \$3,195.00 | \$6,390.00 |
| 2. | DELL STACKING NETWORK CABLE - 3.28 FT NETWORK CABLE FOR SWITCH - STACKING CABLE - BLACK | 2W4255 | 2 | \$27.50 | \$55.00 |
| <i>T=Taxable Item</i> | | | | <u>Sub Total:</u> | <u>\$6,445.00</u> |

Section 2 - Delta

| # | Item | Part # | Qty. | Price | Extension |
|-----------------------|-------------------------------------|--------|------|--------------------------|--------------------------|
| (Hardware) | | | | | |
| 1. | 2019-CQK-J05 - HARDWARE DELTA PRICE | DELTA | 1 | \$1,018.21 | \$1,018.21 |
| <i>T=Taxable Item</i> | | | | <u>Sub Total:</u> | <u>\$1,018.21</u> |

Section 3 - Cables

| # | Item | Part # | Qty. | Price | Extension | |
|-----------------------|---|-----------|------|--------------------------|------------------------|---|
| (Hardware) | | | | | | |
| 1. | GEARIT 24-PACK, CAT 6 ETHERNET CABLE CAT6 SNAGLESS PATCH 3 FEET - SNAGLESS RJ45 COMPUTER LAN NETWORK CORD, BLUE | PATCH-3FT | 1 | \$59.99 | \$59.99 | |
| 2. | GEARIT 24-PACK, CAT 6 ETHERNET CABLE CAT6 SNAGLESS PATCH 1 FOOT - SNAGLESS RJ45 COMPUTER LAN NETWORK CORD, BLUE | PATCH-1FT | 3 | \$49.99 | \$149.97 | T |
| <i>T=Taxable Item</i> | | | | <u>Sub Total:</u> | <u>\$209.96</u> | |

Non-Recurring Technical Services Detail

| Task | Description | Qty. | Per | Price | Extension |
|-----------------------|---|------|-----|--------------------------|--------------------------|
| 1 | Fixed Project Labor for Additional Hardware | 1 | | \$1,850.00 | \$1,850.00 |
| <i>T=Taxable Item</i> | | | | <u>Sub Total:</u> | <u>\$1,850.00</u> |

A. General

1. SERVICES: The Services provided hereunder are as described under the "Product / Service" section of this Agreement. All time billed to the nearest 1/4 hour increment.
2. TAXES AND SHIPPING: Applicable taxes, shipping, and freight charges are the responsibility of Customer and may not be included in Dataprise pricing.
3. ENTIRE AGREEMENT: This Agreement supersedes all previous proposals and discussions and reflects the final understanding between the Customer and Dataprise with respect to the subject matter of the Agreement.
4. EXPENSES: Customer will be invoiced separately for any procurement expenses for equipment or other hardware or software as may be provided by Dataprise.
5. SCHEDULED VISIT CANCELLATIONS: Twenty-four (24) hours notice is required for any cancellation or rescheduling of regularly scheduled or planned on-site visits. Failure to provide such notice may result, at Dataprise's sole discretion, in the charging of anticipated on-site visit fees.
6. HIRING OF DATAPRISE 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 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 sum of \$35,000 as liquidated damages for the breach or attempted breach of this provision 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 not directed specifically at the employee to which the employee responds on his or her own initiative, as long as any such general advertisements are not made for the purpose of circumventing this section. This provision shall survive the termination of this Agreement for any reason.
7. ORIGINAL SIGNATURE: Customer hereby agrees to and attests that any signature by facsimile is deemed to be an original.
8. EQUIPMENT SALES: All hardware and software equipment sales provided hereunder are final and products listed herein may not be returned unless previously authorized. Dataprise generally offers a 15 day return period on all items still in their original manufacturer's packaging and in re-sellable condition. Dataprise may charge a 15% restocking fee on all returned items. 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.
9. PRODUCT SUBSTITUTIONS: If equipment specified hereunder is unavailable from manufacturer, Dataprise will consult with Customer concerning substitutions. Any price impact resulting from necessary substitution(s) will be subject to price adjustment.
10. CHANGE IN INSTALLATION CONDITIONS: If installation conditions at Customer's site are different from those reasonably discoverable during an initial walk-through of the site by Dataprise staff or are different from those that are explicitly communicated to Dataprise staff by the Customer, and such different conditions cause an increase in Dataprise's installation or labor costs, then Dataprise shall be entitled to equitable price adjustment to cover such additional costs.
11. 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.
12. CONFLICT OF TERMS: Where these "Terms and Conditions of Sale" conflict with anything contained in the "Special Terms" found in Section I, Product / Services, the "Special Terms" conditions shall control.
13. TERMINATION: This Agreement may be terminated by either party with thirty (30) days' written notice on account of a party's material failure to perform which is not cured within thirty (30) days' written notice to the breaching party. 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 through the date of termination, including any hourly non-recurring technical services that may have accrued.

B. Limitation of Liability

1. Dataprise's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, terrorism, strikes, fires, floods, acts of God, governmental restrictions or power failures shall not be deemed a breach of this Agreement.
2. Warranties of any and all hardware equipment and software applications are provided directly by their respective manufacturers. Dataprise assumes no risk whatsoever for any defective items but will make reasonable efforts to assist Customer in obtaining repair or replacement under manufacturer's warranty.
3. It is expressly understood and agreed that Dataprise has not made any guarantees or promises to Customer with respect to the exact date of the complete delivery, installation and operational status of any equipment or services provided hereunder.
4. Dataprise warrants that the technical support services being performed by it under this Agreement will be performed in a professional manner and that Dataprise will use commercially reasonable efforts in addressing all service problems. Dataprise's total liability under this Agreement shall in no event exceed the total amounts paid by Customer to Dataprise under this Agreement.
5. 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.
6. Customer agrees to indemnify and hold harmless Dataprise, and its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents, from any claim or demand, including reasonable attorneys fees, made by any third party due to or arising out of Customer's conduct, Customer's use of the support services provided under this Agreement, any alleged violation of this Agreement, or any alleged violation of any rights of another, including but not limited to Customer's use of any content, trademarks, service marks, trade names, copyrighted or patented material, or other intellectual property used in connection with services provided to Customer under 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.

C. Acceptance

1. Product orders will be deemed "Accepted" by Customer upon Customer receipt and delivery of any such products, or agreed substitution if not available from manufacturer, as specified under this Agreement.
2. In the event of any extended delays due to the Customer, service provider, or any other third party that causes Dataprise not to fulfill some or all of the product or service items specified hereunder, Dataprise shall be entitled to payment of those individual product or service items that are completed as specified hereunder.

D. Payment

1. All payments shall be made in U.S. dollars payable to "Dataprise". A service charge of \$50 will be assessed for any returned checks.
2. A finance charge of 1.5% will be applied monthly on all unpaid balances after the final payment due date.
3. If the amount due Dataprise must be collected by or through an attorney or otherwise adjudicated, Customer will be responsible for all reasonable attorney's fees and / or court costs incurred by Dataprise.

E. Governing Law

1. 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.
2. Any notices or communications under this Agreement shall be made in writing and transmitted by certified mail return receipt requested to the party to whom such

communication is directed. If to Dataprise, such notices shall be addressed to Dataprise, Attn.: Legal Department, 9600 Blackwell Road, 4th Floor, Rockville, MD 20850. If to Customer, such notices shall be addressed to the mailing address specified when Customer opens an account with Dataprise, or such other address as either party may give the other by notice as provided above.