



City of Chula Vista
Managed Services Agreement
5 Year - Rev 2
NIC PARTNERS Managed Services

Prepared on
December 13, 2017

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Thank you for your time and interest in NIC Partners. We are pleased to provide for your evaluation, a services agreement outlining the proposed service offerings. We recognize the importance of finding the right partner to provide network engineering and consultation services in today's market.

NIC Partners prides itself on providing outstanding customer service, timely response, and superior service delivery. We thank you for giving us the opportunity to propose our services, and will work diligently to ensure your satisfaction.

This document contains an overview of the expectations and deliverables regarding our understanding of your current needs. Please read it carefully and let us know if this service description fits the solution that were discussed.

Thank you,

Peter Frivaldi
Managed Services Manager
Phone: 909-919-2800 option 1
Network Integration Company Partners, Inc.

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Managed Service Summary

This agreement is between Network Integration Company Partners, Inc., a California Corporation, whose principal place of business is 11981 Jack Benny Drive, Suite 103, Rancho Cucamonga, CA, 91739, hereinafter referred to as “NIC PARTNERS” and City of Chula Vista, hereinafter referred to as “Customer.”

Managed Services Provided

The following list of services is hereby covered for Advanced Managed Services. The platforms, and assets covered are as noted below in this agreement. These services are defined as those which will provide monitoring, proactive fault detection and notification along with next business day on-site support. In brief, the service agreement covers:

COVERED NETWORK INFRASTRUCTURE:

- Coverage for 33 routers (ASR 1001, ISR 4321, 4451, 4431)
- Coverage for 82 switches (9300-24/48p, 9500-40x, N9k)
- Coverage for 4 Firewalls (4110 NGFW)
- Coverage for 100 AP's (Cisco 3802)
- Coverage for 4 Wireless Controllers (5520, 3504 WLC)

SERVER / SERVICE INFRASTRUCTURE:

- Coverage for 7 Servers (SNS, DNA)

COVERED LOCATIONS / SITES:

This agreement pertains to this / these sites only:

- City Hall
- Police Department
- Public Works
- Living Coast Discovery Center
- Animal Care Facility
- Recreation Centers
- Fire Stations

SERVICES UNDER THIS AGREEMENT:

- Repair and Preventive Maintenance of Identified Hardware
- 8x5 Live Service Desk (Via e-mail or phone)
- Basic technical support (Via e-mail or phone)
- Prioritized Emergency Support
- Advanced Network and System Monitoring and Fault Detection of Covered Equipment:
 - Infrastructure Equipment (Routers, Switches, APs, Firewalls, WLAN Controllers)
 - Advanced Infrastructure Monitoring includes
 - Basic Resources – CPU, Memory, Bandwidth
 - Baseline Performance Creation
 - Wireless Coverage Analysis, where applicable
- Basic Server Platform Monitoring for Covered Servers (Virtual, Physical):
 - Server Health Monitoring (Basic Resources – CPU, Memory, Disk Space)
- Advanced Server Application Monitoring and Reporting Services, for Covered Services:
 - DNS
 - Active Directory Support

- DHCP
- TFTP
- Remote Control
- User and Groups Moves, Adds, and Changes
- Monthly preventive maintenance for Covered Servers:
 - Monthly log clearing, patching, AV Scanning
 - Monthly OS patch management
- Security Practice Offerings, for Covered Devices:
 - Advanced Firewall / Security Appliance Monitoring
 - Syslog Collection and Monthly Audit
 - Event Log and Security Log Monthly Audit
 - Virtual Private Network (Remote Access Administration)
 - Monthly Scan (Outside of Network)
- Environmental Maintenance and Monitoring, for Covered Devices:
 - Uninterruptable Power Supply Preventive Maintenance (Battery Replacement excluded if warranty not held by NIC Partners)
 - Smart UPS Basic Monitoring (UP / Down & Load)
- Coordination of Manufacturer's Warranty Support
- Wire and cabling maintenance to include IDF and MDF cleaning (Quarterly)
- Rack and Cabinet Maintenance and Repair (Quarterly)

Advanced Routine Maintenance

NIC PARTNERS will provide technical support in the form of routine preventive maintenance and warranty replacement of documented items specifically listed in this agreement. Advanced, Routine / Preventive maintenance includes configuration assurance, platform operating system / image backup, component replacement of reported, warranted items within the SLA timeframe and servicing of technology areas on a quarterly basis. This Maintenance program is another important part of the overall NIC PARTNERS support offering. This support provides Customer with onsite or virtual (remote access) Technical support to assist in minimizing problems, improving performance and/or optimizing the Customer's IT investments. NIC PARTNERS Technical Support program can be tailored to fit Customer's specific requirements relative to supporting its technology infrastructure. IT staff augmentation or resource dispatch on an as needed basis are available through NIC PARTNERS Technical Support Program.

Technical expertise from NIC PARTNERS includes LAN/WAN, Wireless LAN, IP Telephony, Video Conferencing Systems, PC and Server Support, Microwave Systems (Licensed and Unlicensed), Free Space Optics, Building Intrusion Systems, Close Circuit Television Systems, Intercom and Paging Systems, Video Distribution Systems, Sound Reinforcement Systems, and low-voltage Data Cabling.

Response times range for this engagement is documented above. NIC PARTNERS provides a 24x7x365 "800" number and e-mail support address for easy access to the NIC PARTNERS Service Center. All requests and incidents are logged into and managed via our customized NIC PARTNERS Services Management application.

If requested by customer, and as required, NIC PARTNERS can escalate the outage to the proper hardware and/or software vendor or circuit provider all in real-time. By working with Customer's vendors and carriers, and managing the trouble tickets logged with those vendors and carriers, NIC PARTNERS manages the entire outage from alarm to closure. These incidents are also utilized to track outages and network fault history.

NIC PARTNERS will provide the following Specific Routine on a daily, weekly, monthly and quarterly basis for items specifically covered by this agreement:

Daily:

- Check for Alarms and follow up on any unresolved alarms / incidents
- Check “emergency”, “alert”, and “critical” messages in Syslog Server
 - Report via e-mail if found
- Check and update customer incidents (P1 & P2 only)
- Update Moves, Adds, and Change Incidents

Weekly:

- Check for “Critical” / “Error” Alarms in Event Logs
- Check messages in Syslog Server and Report any Critical Findings
- Check all Security Logs in all Servers and Appliances
- Check and update customer incidents (P1 – P4)

Monthly:

- Conduct Monthly “Snapshots” of covered VMs
- Check for and apply “Critical” level patches and service packs
- Backup Infrastructure Equipment Configurations:
 - Routers
 - Switches
 - Security Appliances
 - Wireless APs and Controllers
- Analyze any remaining open incidents and conduct monthly management meeting with customer contact and account team
- Compile Device Availability statistics
- Check for and update Critical Security Definitions for AV Platforms
- Check Validity of Backups (Full Backups Only)
- Compile and deliver device statistic report of trending data:
 - CPU
 - Memory
 - Disk Space
 - Bandwidth
 - Availability

Quarterly:

- Conduct IT Department Manager / Director Briefing & Update Meeting
- Conduct Roadmap Session with IT Staff

Deliverables:

Monthly:

- Monitoring Report of observed statistics for covered items

Quarterly:

- Uptime Report of covered items
- Monitoring Report of observed statistics

Advanced Managed Services Agreement Duration

This agreement is effective after signing of the full managed service contract where all terms and conditions are defined and agreed upon. Once NIC PARTNERS receives a fully executed copy of this agreement, implementation of any monitoring, service, or customer interaction tools will take place within ten business days. This “Onboarding” process if needed will include full documentation of systems covered by this proposal. Immediately following this “onboarding” process, NIC PARTNERS shall commence performance of the execution tasks outlined above. **The duration of the agreement is one year starting 1/1/18 and ending 1/1/23.**

Staffing Levels

NIC Partners will hold, at a minimum, the Certificates of Cisco Gold Certified Partner and will ensure to employ appropriate resources to fulfill this agreement and meet service level expectations outlined within this agreement. This will include at a minimum one (1) CCNP/CCVP for Voice Platform support, one (1) Wireless Specialist, one (1) Microsoft MCSE, and one (1) Cisco Certified Internetworking Expert (CCIE).

Service Level Expectations (Based on Level of SMARTnet)

NIC Partners will support one hundred percent parts, materials, labor, time, travel, installation, preventative maintenance and repair maintenance within a **twenty four (24) hour** response time for those components covered under active warranty (I.E. Cisco SMARTnet) and will hold an expectation of **next business day support** between the hours of **8:00 am to 5:00 pm (M-F)**. This twenty-four (24) hour maximum limit to bring the system to acceptable functionality is required to effect repairs for sustainability of customers business. This does not hold NIC Partners liable for restoration of service to 100% capacity in the cases of equipment that is not under warranty or where warranty cannot effect rapid re-deployment of the failed asset. NIC Partners will work with client to appropriate any needed equipment for restoration as long as client can obtain replacement parts. Repairs and restorations will be completed as soon as possible in these cases and are not tied to service levels within this agreement.

Failure to provide on-site access by CUSTOMER’s authorized personnel, with 24 hour repair time for all critical components, voids this SLA. Routine expectation of service delivery is to be Monday through Friday, excluding holidays, at various and simultaneous sites. On a case-by-case basis, other times and days may be agreed to by the CLIENT and NIC Partners in writing.

A Twenty-four hour maximum repair time for any component, Monday through Friday, excluding holidays, at various and simultaneous sites is the SLA goal. On a case-by-case basis, other times and days may be agreed to by the CUSTOMER and NIC Partners in advance and in writing.

Coverage and Holidays

Hours covered for the duration of this agreement to be defined as indicated below:

8 am – 5 pm, Monday through Friday, PST

NIC Partners Observed Holidays:

NIC Partners will be closed on the following observed holidays unless otherwise noted in this agreement:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

Non-Compliance Penalty:

Penalty for non-compliance of Response and Repairs will be a maximum of \$250 per incident.

Call Management Process

For Services under this agreement, NIC PARTNERS's Service Administrator shall receive incoming requests via email or telephone from Customer, and log them into the NIC PARTNERS Services Management System.

The NIC PARTNERS service administrator shall identify the type of call, location of the trouble; provide that call with an authorized NIC PARTNERS Managed Services ticket number and document the problem to ensure that the applicable service level is identified and that the call is processed accordingly.

The NIC PARTNERS service administrator will then manage the categorized request to completion.

Once an NIC PARTNERS engineer, representative and/or a vendor resource has completely addressed the request for resolution of a problem or performance of a service, the Service Administrator will document the closure of the call.

Escalation Schedule

The following procedure outlines the escalation process governing the management of Customer incidents:

Priority	Descriptions	Escalation Policy
CRITICAL PRIORITY (priority 1)	An existing network is down or there is a critical impact to the end user’s business operation. Network Hardware Service Provider, NIC PARTNERS and end user will commit full-time resources to the situation.	1 Hour: Customer Support Supervisor 4 Hours: Department Manager 24 Hours: Director of Service Operations 48 Hours: President / CEO
HIGH PRIORITY (priority 2)	Operation of an existing network is severely degraded, or significant aspects of the end user’s business operation are being negatively impacted by unacceptable network performance. The Network Hardware Service Provider*, NIC PARTNERS and end user will commit full-time resources during standard business hours to address the situation.	4 Hours: Customer Support Supervisor 24 Hours: Department Manager 48 Hours: Director of Service Operations 96 Hours: President / CEO
NORMAL PRIORITY (priority 3)	Operational performance of the network is impaired while most business operations remain functional. The Network Hardware Service Provider*, NIC PARTNERS and end user are willing to commit resources during standard business hours to restore service to satisfactory levels.	72 Hours: Customer Support Supervisor 96 Hours: Department Manager
LOW PRIORITY (priority 4)	Information or assistance is required on Network hardware manufacture product capabilities, installation or configuration. There is clearly little or no impact to the end user’s business operation. The Network Hardware Service Provider*, NIC PARTNERS and end user are willing to provide resources during standard business hours to provide information or assistance as requested.	96 Hours: Customer Support Supervisor

Exclusions of Service (Force Majeure)

Customer excludes from NIC Partner’s coverage of this maintenance agreement any repairs that are caused by: misuse, or failure to follow the manufacturer’s operation instructions, theft, vandalism, riot, strike, criminal acts, power failure, fire, water, and other perils, acts of war, lightning, air conditioning or humidity control failure, shock, corrosive atmosphere, electrical damage, accident, normal wear and tear of disposable items, work performed by persons other than NIC Partner’s designated personnel without NIC Partner’s express authorization, or without NIC Partner’s supervision, and products not covered under this agreement.

Spare Parts Pool:

Any spare parts for equipment not covered by active warranties or other maintenance agreements are the express responsibility of the Customer to keep on hand and available to NIC Partner’s for enforcement of service levels outlined in this agreement. If spares are to be maintained, NIC Partners reserves the right to audit inventories on a quarterly basis.

Responsibilities and Assumptions

Customer is responsible for the following under this agreement:

- Customer will identify at least one person to work with NIC PARTNERS throughout a service request. This person must be readily available to communicate with NIC PARTNERS personnel and to provide requested information on a timely basis.
- For each service request, Customer is responsible for providing a caller who has the knowledge to relate the technical aspects of the problem(s) or technical assistant request(s) and receive and interpret any technical advice and instructions given to Customer by NIC PARTNERS.
- Customer is responsible for the backup and/or migration of data unless specified otherwise herein.
- Customer is responsible for obtaining all permits, licenses and right of ways necessary for the work provided under this Agreement.
- Customer to provide NIC PARTNERS access to all equipment and software covered under this Agreement, including physical access as well as user accounts and passwords. If coverage provides for after-hours on-site support, Customer will provide NIC PARTNERS the means to access the systems during off hours. If such access is not provided, NIC PARTNERS will have limited capability to respond and may not be able to perform the service requested by the Customer and defined in this agreement. NIC PARTNERS will notify Customer in writing if this requirement is not met.
- Customer to provide any ancillary information required by NIC PARTNERS.
- Customer to provide all needed supplies or accessories, attachments or other devices incidental to NIC PARTNERS providing services hereunder.
- Customer to provide access to Customer's key personnel. Key personnel shall be defined as those individuals directly involved with the equipment referenced in this Agreement.
- Customer to provide NIC PARTNERS with a list of key personnel and contact numbers (business and after hours, as applicable).
- Customer to provide NIC PARTNERS a list of all contract service agreements, contact names, contact numbers and associated contract numbers for all vendor service agreements to be managed by NIC PARTNERS.
- NIC PARTNERS and Customer will jointly setup software for the provisioning of VPN connections, point to point circuits or client based agents. This will connect the Customer Monitored/Supported Network to the Secure NIC PARTNERS Service Center in Rancho Cucamonga, CA.
- Customer will provide any needed physical security information or access control media / devices. This includes but is not limited to access cards, key codes, RSA and Multifactor Authentication keys.
- Desktop support and level 0/1 helpdesk support for desktops and their users is not included under the scope of this agreement.

- Major Infrastructure, Application, Network, Security, Unified Communication, Wireless, Camera and Access Control projects are **NOT** Covered by this Contract. These include, application migrations, Major upgrades (not including routine patching and patch management), new infrastructure, cabling, system or application roll outs (Including video surveillance, and phone systems).

Pricing Overview

The following pricing has been developed specifically for the scope of the Advanced Maintenance Agreement contained herein. NIC PARTNERS has also provided T&M pricing for any work performed outside the scope of this agreement.

Total cost for services:

\$0.00 = (5 year MSA total)

Pricing Assumptions

- Support Agreement included in proposal 28522
- Shipping and taxes are not included. All prices are in U.S. dollars.
- There is no travel charge for local resources on all flat rate support agreements.

Payment Terms

Contract will be invoiced monthly in advance with Net 30 payment terms.

Time and Materials (T&M) Pricing (Outside of Agreement)

- For services outside the scope of this agreement, Customer may request that NIC PARTNERS provide such services on a Time and Material (T&M) basis, subject to the terms of this Agreement and NIC PARTNERS's acceptance. NIC PARTNERS shall determine in its sole discretion whether (i) to accept such work on a T&M basis, (ii) to accept such work under a specific Statement of Work or other agreement executed by Customer, or (iii) to reject the offer for such work that is outside the scope of this Agreement. Only authorized individuals from Customer may request and approve T&M services. Customer shall provide a list of authorized individuals within 10 days of the execution of this agreement.
- NIC PARTNERS shall use commercially reasonable efforts to commence performance of any T&M services it accepts. Such performance shall be during Normal Business Hours (8:00 A.M. to 5:00 P.M. local time Monday through Friday) and at the rates shown in the T&M rates Exhibit attached, excluding NIC PARTNERS observed holidays unless otherwise agreed by NIC PARTNERS. Any work performed outside of these Normal Business Hours will be charged at the rates for Overtime Hours or Weekend & Holiday Hours shown in the T&M rates exhibit as applicable. At the completion of the contracted work under T&M, NIC PARTNERS shall present the Work Approval Form to Customer for signature, which Form acknowledges the completion of the work performed.
- Travel and living expenses for NIC PARTNERS personnel are not included in this agreement. Should travel be required, Customer will be billed for the actual and reasonable expenses incurred.

Established Time and Materials Rates Table

Labor Classification	Straight Time	Overtime	Double Time
Network Engineer Services	\$225.00	\$281.25	\$348.75
Cabling Technician Services	\$125.00	\$156.25	\$193.75
Material	Cost + 15%		

Note: Hourly rates are subject to change without notice.

- | | |
|------------------------------|---|
| <i>Normal Business Hours</i> | <i>Monday through Friday 8:00 A.M. to 5:00 P.M.</i> |
| <i>Overtime Hours</i> | <i>Monday through Friday 5:00 P.M. to 8:00 A.M. the following day</i> |
| <i>Weekend Hours</i> | <i>Friday 5:00 P.M. to 8:00 A.M. Monday</i> |
| <i>Holiday Hours</i> | <i>Start 5:00 P.M. prior to holiday through 8:00 A.M. after holiday</i> |

- An onsite travel charge of \$225 will be billed in the event that the Customer cancels a service after an NIC PARTNERS technician has been dispatched for any reason.*

- The Customer hereby assumes all costs associated with said requested services. NIC PARTNERS agrees to obtain approval prior to incurring any costs or providing any services in addition to those already outlined in this Agreement.*

- NIC PARTNERS requires a valid purchase order or change order approval provided to NIC PARTNERS prior to any additional services or costs incurred.*

Advanced Maintenance Agreement Acceptance

By signing below, Customer acknowledges and agrees:

Prices are valid for 30 days from the date on the cover page of this Agreement.

Network Integration Company Partners, Inc. is selling Maintenance Services to Customer and shall bill Customer according to the Standard Terms and Conditions and the Pricing Overview sections of this Agreement.

This Agreement is subject to the Terms and Conditions outlined herein and any additional Terms and Conditions outlined in specific Exhibits referenced herein. Any exhibit referenced in this agreement and attached hereto is incorporated herein by its reference.

By signing below, Customer agrees that the terms of this Agreement shall apply to orders Customer places for services referenced in this Agreement.

Customer's signature is not a commitment to place an order.

To place an order, this Agreement must be executed by both Customer and NIC PARTNERS, and the Customer submits a purchase order to NIC PARTNERS that references this Agreement. All orders are subject to acceptance by Network Integration Company Partners, Inc.

Network Integration Company Partners, Inc.

City of Chula Vista

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Standard Terms & Conditions of Network Services

PAYMENT TERMS: Invoices shall be submitted twice a month, normally on the first and fifteenth. Bills are due and payable when submitted. A late payment charge of 1-1/2% per month (18% annually) may be applied to amounts outstanding ten days (10) days after the date of the statement.

EQUIPMENT PAYMENT TERMS: Established accounts, Educational Institutions and Government Agencies are net 30 days. All others are payment in full prior to shipping. Customer agrees to pay finance charge on all over due balances.

INTEREST: If payment is not received by NIC PARTNERS within 30 calendar days of the invoice date, the Customer shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

TAXES: Prices shown may not include all sales or other taxes imposed on the sale of goods and services. Taxes now or here after imposed upon sales or shipments shall be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption.

COLLECTION COSTS: In the event legal action is necessary to enforce the payment provisions of this Agreement, NIC PARTNERS shall be entitled to collect from the Customer any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by NIC PARTNERS in connection therewith and, in addition, the reasonable value of NIC PARTNERS time and expenses spent in connection with such collection action, computed at NIC PARTNERS prevailing fee schedule and expense policies.

SUSPENSION OF SERVICES: If the Customer fails to make payments when due or otherwise is in breach of this Agreement, NIC PARTNERS may suspend performance of services upon five (5) calendar days' notice to the Customer. NIC PARTNERS shall have no liability whatsoever to the Customer for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Customer.

TERMINATION OF SERVICES: If the Customer fails to make payment to NIC PARTNERS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by NIC PARTNERS. If customer wishes to terminate services for any reason, Customer must notify NIC PARTNERS in writing at least 90 days prior to date of services being terminated.

SET-OFFS, BACKCHARGES, DISCOUNTS: Payment of invoices is in no case subject to unilateral discounting or set-offs by the Customer, and payment is due regardless of suspension or termination of this Agreement by either party.

RISK OF LOSS OR DAMAGE: NIC PARTNERS shall assume the risk of loss of, or damage to equipment and materials purchased hereunder until they are delivered to the customer's site, at which time the customer assumes such risk. Risk of loss/damage to the customer provided equipment shall remain with the customer.

INDEMNITY AND INSURANCE: Each party shall be responsible for and hold the other party harmless from any loss sustained by such party relating to death, bodily injury, or damage to tangible physical property which is caused by the negligent acts or omissions of the party's agents or employees. NIC PARTNERS shall obtain and keep in force at all times liability insurance coverage for bodily injury, death, and property damage in an amount not less than One Million Dollars (\$1,000,000.00)

BOND: Costs of Performance and Payment bond is not included. If required, NIC PARTNERS shall furnish Customer, in a form satisfactory to Customer, full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to the Customer, in the full amount of this Agreement. Cost of such bonds to be paid directly by Customer.

ARBITRATION: All claims, disputes, and other matters in question arising out of, or relating to, this Contract or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall

be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event shall it be made after substantial completion of the project for which this Contract is awarded.

LIABILITY: NIC PARTNERS shall not, in any event be liable to customer for incidental or consequential damages, including without limitation, lost business, profit or unavailability of all or part of the system. The pricing granted elsewhere in this agreement is based upon and is in partial consideration for this limitation on remedies.

WARRANTY (Limited): NIC PARTNERS warrants the products installed under this agreement against defects in material and workmanship from a period of one year from project completion. NIC PARTNERS shall repair or replace defective product during the warranty period with new or like new parts. Returned product becomes the property of NIC PARTNERS when replaced. This warranty is void if installed product is abused, misused or altered. This warranty is exclusive and is Customer's only remedy. Without limiting the generality of the foregoing limitations and disclaimers, while the system is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, NIC PARTNERS cannot control how the system and its components are used and, accordingly, NIC PARTNERS does not warrant or represent, expressly or implicitly, that use of the software, licensed materials derived there from will comply and conform to the requirements of Federal, State and or Local statutes, ordinances and laws, or that the use of the system will not violate the privacy rights of the third parties. You shall be solely responsible for using the system in full compliance with applicable law and the rights of third persons. Further, regardless of any prior statements, representations, or course of dealings by any NIC PARTNERS representatives, NIC PARTNERS does not warrant or represent, expressly or implicitly, that the software, licensed materials, or use of any of the same will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases detect and plot the location of all firearm discharges within the designated coverage area; the supplied network will remain in operation at all times or under all conditions. any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed. You and NIC PARTNERS each acknowledge and agree that the software, license materials, and the system are not consumer goods, and are not intended for sale to or use by or for personal, family or household use.

OWNERSHIP: NIC PARTNERS shall retain ownership of all materials supplied until final payment for same is received. NIC PARTNERS may retrieve from the Customer's premises any material supplied where payment has not been tendered. The Uniform Commercial Code of California shall govern this sale and this order shall not be assignable, but shall bind the representative and successors of the parties and their benefits

LIENS: Seller may file a lien within 90 days after furnishing labor, materials, or services to a project as long as preliminary lien notice is sent to Buyer under the provisions of the Construction Lien Law of the state where services are rendered. The lien notice is no way intended to reflect the financial stability of the Buyer, but simply advises the Buyer of Seller's rights to file the lien if required.

RETURNS: Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover the cost of handling and restocking charges.

DELAYS: Seller is not responsible for delays in delivery or installation occasioned by acts of God or other circumstances over which the Seller has no control.

MISCELLANEOUS: This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, representations, and agreements. This Agreement may be modified only by a written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be construed under the laws of the state where services are rendered, excluding rules regarding conflicts of law.

APPENDIX A – LIST OF COVERED EQUIPMENT

All supported gear will be a new purchase for the City of Chula Vista. NIC Partners will create a list of all equipment and serial numbers being covered in this MSA for the City of Chula Vista after the equipment is delivered.