

System Agreement

This System Agreement ("Agreement"), effective as of the ____ day of ____, 2012, is made by and between

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|---|---|
| A. Verizon Entity Name ("Verizon"): Verizon Business Network Services Inc. on behalf of Verizon Select Services Inc. | B. Customer Name ("Customer") Town of Canton |
| Address: 55 Capital Blvd. Floor 4 | Address: 4 Market Street |
| City: Rocky Hill State: CT Zip Code: 06067 | City: Collinsville State: CT Zip Code: 06022 |
| Contact Name and Phone Number: Kitty Ing, Sr. Account Manager, 860-904-1720 | Customer Billing Address (if different): |
| Quote Number (if applicable) 1-ARMYDP and 1-FOP7Y1 | City: State: Zip Code: |
| Quote # 1-FOP7Y1 will be fulfilled by Verizon Select Services's corporate affiliate, Verizon Network Integration Corp. | Contact Name and Phone Number: |

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| C. Select all applicable options: <input checked="" type="checkbox"/> New System/Service Sale <input type="checkbox"/> Adds/Upgrade to Existing System <input checked="" type="checkbox"/> Installation Services <input type="checkbox"/> International Purchase and Sale (Drop Ship) VERIZON MAINTENANCE SERVICES <input type="checkbox"/> IP PBX Supplemental <input type="checkbox"/> Optical LAN Solutions <input type="checkbox"/> 8x5 Switch & Phones <input type="checkbox"/> 8x5 Switch & Proprietary Phones <input type="checkbox"/> 8x5 Switch Only <input type="checkbox"/> 8x5 Ancillary/Auxiliary Equipment <input type="checkbox"/> 8x5 Nortel Norstar <input type="checkbox"/> 8x5 NEC Electra Elite <input type="checkbox"/> 8x5 Business Communication Manager <input type="checkbox"/> 8x5 Centrex CPE <input type="checkbox"/> 24x7 Switch & Proprietary Phones <input type="checkbox"/> 24x7 Switch Only <input type="checkbox"/> 24x7 Ancillary/Auxiliary Equipment <input type="checkbox"/> 24x7 Nortel Norstar <input type="checkbox"/> 24x7 NEC Electra Elite <input type="checkbox"/> 24x7 Business Communication Manager <input type="checkbox"/> 24x7 Voice Service Plus <input type="checkbox"/> 24x7 Centrex CPE | Verizon Maintenance Services Cont'd. <input type="checkbox"/> Software Release Subscription (SRS) <input type="checkbox"/> On-Site Technician <input type="checkbox"/> Supplemental Warranty Coverage (extends the standard warranty to 24 hour coverage for major failures during the warranty period) <input type="checkbox"/> Other Third Party Maintenance Services - Third party maintenance will be provided in accordance with (i) the service descriptions of the respective third party maintenance service providers (generally available on their respective websites) and (ii) the relevant terms and conditions of this Agreement, specifically excluding section 3.2 (termination for convenience). <input type="checkbox"/> Nortel Extended Service <input type="checkbox"/> Cisco SMARTnet <input checked="" type="checkbox"/> Other: Adtran Software Assurance |
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D. Payment Options:

- Cash Purchase
- Lease/Financing
 - Verizon Credit Inc.
 - Third Party Lease/Financing _____ (must have prior written approval of Verizon)
- E-Rate/USF Funding Application No. _____

- Tax Exempt No. _____

E. The total price of the System and/or services being purchased by the Customer is:

| | |
|---|----------------------------------|
| Equipment and/or Installation Price, and Maintenance | \$373,439.17 |
| Professional Services Price | \$ _____ |
| Maintenance Service | |
| Voice Maintenance Service for _____ Year(s) | \$ _____ |
| Third Party Maintenance Service for <u>5</u> Year(s) (See Quote1FOP7Y1) | |
| Supplemental Warranty Coverage | \$ _____ |
| Applicable taxes (estimated) | \$ <u>To be added to invoice</u> |
| TOTAL PRICE | \$ <u>373,439.17</u> |

F. Maintenance Service Billing Option:

- Pre-paid Billing: _____ years \$ _____ (Annual Rate)
 - Deferred Billing (deferred until warranty expiration):
_____ years \$ _____ (Year 1) \$ _____ (Year 2) \$ _____ (Year 3) \$ _____ (Year 4) \$ _____ (Year 5)
- Bill deferred payment (check one): annually semi-annually quarterly monthly

G. Attachments

- Avaya Equipment, Maintenance and Professional Services Exhibit
- Cisco Technology Migration Program Supplement
- Cisco Try and Buy Program Supplement
- Data Maintenance Exhibit
- Equipment Sales and Installation Exhibit
- E-Rate Funding Related Terms and Conditions
- International Purchase and Sale Exhibit
- PBX Mobile Extension
- Professional Services Exhibit
- Quote
- Service Plan Description(s)
- Statements of Work, Structured Cabling, Custom Services
- Statement of Work (Avaya)
- Voice Maintenance Exhibit

THE TERMS AND CONDITIONS OF THIS AGREEMENT CONTINUE ON THE FOLLOWING PAGES



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1. **Scope of Agreement.** Subject to the terms and conditions of this Agreement, Verizon will provide Customer, either directly or in conjunction with such subcontractors as it may select, the equipment, software, installation services, maintenance (hereinafter collectively the "System") and/or professional services as described in this Agreement and as further described in a Statement of Work and any Exhibit attached hereto.

1.1 For Equipment Sale and Installation Services: Verizon will provide and, if applicable, install the equipment as set forth in the applicable quote and the Equipment and Installation Services Exhibit.

1.2 For Maintenance Services: Verizon will provide the maintenance services as set forth in the applicable quote and the Maintenance Services Exhibit. The foregoing exhibit does not apply to maintenance services provided by a third party. Third party maintenance will be provided in accordance with (i) the service descriptions of the respective third party maintenance service providers (generally available on their respective websites) and (ii) the relevant terms and conditions of this Agreement, specifically excluding section 3.2 (termination for convenience).

1.3 For Professional Services: Verizon will provide the professional services as set forth in the applicable quote and the Professional Services Exhibit.

All applicable Statements of Work and Exhibits attached hereto are incorporated herein and made a part of this Agreement.

2. Fees and Payment.

2.1 Customer will pay all fees for the System as set forth on Pages 2 of this Agreement and the applicable quote or Statement of Work, subject to additions and deductions made by written Change Order(s). Customer is responsible for applicable taxes, shipping, handling, telecommunication surcharges and other charges applicable to the equipment and/or services provided under this Agreement. Customer agrees either to pay to Verizon the amount of all applicable taxes or to provide upon execution of this Agreement evidence of exemption acceptable to Verizon.

2.2 Payments are due within thirty (30) days of receipt of the invoice ("Due Date") and any payment not received by the Due Date shall be subject to a late payment charge of the lesser of one and one-half percent (1.5%) per month and the maximum amount allowed by law. Late payment charges will be assessed monthly against the amount due. Should Customer dispute an amount invoiced, Customer shall pay the undisputed portion of that invoice and promptly notify Verizon in writing of the amount and nature of the dispute and the parties shall cooperate to resolve the dispute pursuant to Section 15 of this Agreement. Verizon reserves the right to suspend or terminate any or all Services or terminate the provision, installation or repair of any or all equipment subject to this Agreement immediately if Customer is more than sixty (60) days overdue for payments that have not been disputed in good faith.

2.3 The down payment listed on Page 2 of this Agreement shall be paid at execution of this Agreement. The balance due shall be paid in accordance with the terms of this Section unless otherwise specified in a Statement of Work.

3. **Term and Termination.** This Agreement shall be effective as of the date first set forth above and shall continue in full force and effect until terminated in accordance with this Agreement.

3.1. Either party may, upon written notice, immediately suspend its performance of and/or terminate the affected service or equipment order to which the deficiency pertains in the event the other party (i) fails to perform material terms of this Agreement and (a) such failure is not cured within thirty (30) calendar days following receipt of a default notice in writing from the other party, or (b) if such failure cannot reasonably be cured during that time and the defaulting party fails to use commercially reasonable efforts to cure such breach as soon as practicable, but in any event within ninety (90) calendar days following written notice; (ii) engages in fraud, criminal conduct or willful misconduct in connection with the business relationship of the parties; or (iii) becomes insolvent, ceases doing business in the ordinary course, enters bankruptcy proceedings or effects an assignment for the benefit of creditors. In the event Verizon terminates this Agreement pursuant to this Section 3.1, Customer shall promptly pay Verizon for the System and any services provided up to the date of termination. In the event Customer defaults under this Agreement, Customer's down payment shall be non-refundable.

3.2. Either party may terminate this Agreement or a Statement of Work for convenience, in whole or in part, upon thirty (30) days prior written notice to the other party. If this Agreement or a Statement of Work is terminated by Customer pursuant to



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this Section, or if an order under this Agreement is cancelled by Customer, Verizon shall have no further responsibility under this Agreement, Statement of Work or such order, as applicable, and Customer shall promptly pay Verizon:

- 3.2.1. for all equipment and services provided up to the date of termination or cancellation, as applicable;
 - 3.2.2. for all expenses incurred up to the date of termination or cancellation, as applicable, including but not limited to the costs of terminating purchase orders, return of equipment and/or software (if permitted by Verizon), removal of equipment and/or software and other contractual obligations made by Verizon to meet its obligations under this Agreement or Statement of Work, plus a restocking fee of twenty-five percent (25%) of the cost of any equipment cancelled or returned.
- 3.3. Where multiple Statements of Work are associated with this Agreement, the termination of one or fewer than all of the Statements of Work shall only affect the terminated Statement(s) of Work. The remaining Statement(s) of Work shall remain in effect.
- 3.4. Verizon reserves the right to suspend performance under this Agreement or a Statement of Work if required, in Verizon's sole discretion, by regulation, statute, judicial action or other applicable legal requirement.
- 3.5. Verizon reserves the right to amend the rates, terms and conditions of Service under this Agreement to be effective upon the commencement of any renewal term and without formal amendment of this Agreement by providing Customer written notice thereof prior to the expiration of the then-current term. If Customer is unwilling to accept such amended rates, terms and conditions, Customer shall provide Verizon written notice thereof prior to the expiration of the then-current term, in which event the Service shall terminate upon expiration of the then-current term.
- 3.6. Termination of this Agreement shall not relieve either party of its respective obligations to comply with all terms of this Agreement that expressly call for performance prior or subsequent to the termination date, including without limitation the parties' respective obligations to protect proprietary and confidential information.

4. Purchase Order. The parties acknowledge that a Customer purchase order or similar document is intended solely to evidence Customer's intention to purchase equipment, software and/or services set forth therein. Except with respect to a provision in a Customer purchase order or similar document evidencing an intent to be bound by the terms and conditions of an Agreement between Customer and Verizon, the terms and conditions of such Customer purchase order or similar document shall be disregarded and of no force or effect, it being agreed that the terms and conditions of the Agreement between Customer and Verizon shall govern.

5. Leasing Option. With Verizon's prior written consent Customer may finance the System or any portion thereof in a separate transaction through a third party leasing company ("Lessor") approved by Verizon, assign its rights and obligations with respect to payment under this Agreement to the Lessor, and/or cause the Lessor to issue a purchase order in a form acceptable to Verizon. Notwithstanding such transaction and/or assignment, Customer shall remain responsible for performance of all of its obligations under this Agreement, including payment in full.

6. Risk of Loss. If Verizon installs the System, risk of loss or damage to the System passes to Customer on delivery of the System (including portions thereof) to Customer's site. If Verizon does not install the System, risk of loss or damage to the System (or portions thereof) passes to Customer upon delivery to the carrier.

7. Title and Security Interest. Until full payment has been rendered, Customer grants Verizon a purchase money security interest in the System, and agrees to execute all documents necessary to perfect that interest. Upon final payment, title shall pass to Customer and Verizon will release its security interest. Customer will not grant or convey to any other person or entity a security interest in, or permit placement of a lien on, the System unless and until Customer has paid Verizon in full for such System.

8. Software. Software provided in conjunction with the System is licensed to Customer under the license provided by the software publisher or by the equipment manufacturer with which the software is provided. Customer shall, if required, execute a separate software license agreement in a form satisfactory to the software publisher or equipment manufacturer.

9. Customer Responsibilities. Customer will:

- 9.1. Allow Verizon access for installation, inspection, testing, maintenance and repair of the System and performance of any required activity.
- 9.2. Provide suitable building facilities for the System in accordance with local codes, including but not limited to ducting,



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conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes.

9.3. Provide necessary heating, cooling, humidity and dust control as required by manufacturer specifications.

9.4. Remove existing equipment or cable that interferes with System installation.

9.5. Identify and disclose to Verizon concealed equipment, wiring or conditions that might be affected by or might affect the installation of the System. Customer shall defend and hold Verizon harmless from any claim, damage or liability resulting from a failure to disclose this information.

9.6. Authorize Verizon, at Customer's expense, to make service requests upon third parties for System interconnection requirements, including obtaining telephone service for testing where necessary.

9.7. Designate trash deposit points on each floor on which the System is to be installed where Verizon will place waste for removal by Customer.

9.8. Cooperate with Verizon's requests for assistance in testing or installation.

9.9. Be responsible for providing adequate back-up of data and for restoring data to repaired equipment.

9.10. If the System is to be connected to the public network, be solely responsible for selection, implementation and maintenance of security features for defense against unauthorized long distance calling, and for payment of long distance, toll and other telecommunications charges incurred through use of the System.

9.11. Immediately notify Verizon of any anticipated delay in building availability or inability to meet any of the above listed requirements.

9.12. If ordering Cisco Products or services, acknowledge having read and understand the End User obligations and service descriptions for relevant Cisco products and services as found at www.cisco.com/go/servicedescriptions or other URL as may be provided by Cisco from time to time. Further, Customer agrees to the terms and conditions of Cisco's Software License Agreement.

10. Changes In/Additions to System.

10.1 Customer may order additional equipment, software, and/or services pursuant to a written Amendment, Customer purchase order or similar document, and such order shall be governed by this Agreement, including without limitation Section 4, and shall specifically reference this Agreement.

10.2 Customer shall also have the right, by written notice, to propose changes in the System under this Agreement and any Statement of Work ("Change Orders") and Verizon shall comply to the extent it deems feasible and reasonable. If Verizon determines that such changes cause an increase or decrease in the cost of or time required for performance, Verizon shall advise Customer and such adjustments shall be reflected in a written Change Order. Should Verizon encounter, in installing the System, any concealed or unknown condition not expressly set forth in the applicable Statement of Work, which condition affects the price or schedule for installation of the System, the price and/or the schedule shall be equitably adjusted by Change Order to cover all costs, including but not limited to labor, equipment, materials and tools necessary to carry out the change.

10.3 No Change Order shall become effective as a part of this Agreement and the applicable Statement of Work, and no changes in the System shall be initiated, until the Change Order is mutually agreed upon in writing. Verizon shall not be obligated to consider or accept any Change Order that results in a decrease of more than twenty percent (20%) in the total price of the System. For a proposed Change Order that results in a decrease of more than twenty percent, Verizon will review the proposed changes to determine whether or not the changes would adversely affect the technical design or System architecture, and reserves the right to deny a proposed change that would produce such adverse affect. Verizon may also propose changes in or additions to the System, and may proceed with such changes upon execution by Customer and Verizon of a written Change Order.

11. Warranty. Verizon warrants that it will perform the services provided under this Agreement in a good and workmanlike manner. Unless otherwise set forth in an Exhibit, all manufacturers'/publishers' warranties for equipment and/or software provided hereunder are passed through to Customer and warranty claims shall be presented by Customer directly to the manufacturer/publisher.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES FROM VERIZON, UNLESS OTHERWISE STATED IN AN EXHIBIT. OTHERWISE VERIZON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. VERIZON



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SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO VERIZON'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD. VERIZON MAKES NO WARRANTY FOR USE OF THE SYSTEM AS A COMPONENT IN LIFE SUPPORT SYSTEMS OR DEVICES, PUBLIC SAFETY SYSTEMS, OR WITH RESPECT TO THE PERFORMANCE OF ANY SOFTWARE OR FIRMWARE.

12. Limitation of Liability. EXCEPT FOR PAYMENTS OWED UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING A PARTY'S NEGLIGENCE) OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, LOST PROFITS (ACTUAL OR ANTICIPATED), UNAVAILABILITY OF ALL OR PART OF THE SYSTEM, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET OUT IN SECTION 13, VERIZON'S ENTIRE LIABILITY FOR ANY OTHER DAMAGE WHICH MAY ARISE HEREUNDER, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING VERIZON'S NEGLIGENCE, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE PURCHASE PRICE OF THE SPECIFIC EQUIPMENT, SOFTWARE OR SERVICES GIVING RISE TO THE CLAIM. VERIZON SHALL BEAR NO LIABILITY FOR USE OF EQUIPMENT, SOFTWARE OR SERVICES PROVIDED UNDER THIS AGREEMENT IN CONNECTION WITH LIFE SUPPORT SYSTEMS OR DEVICES OR PUBLIC SAFETY SYSTEMS. EXCEPT AS EXPRESSLY STATED OTHERWISE HEREIN, VERIZON SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE SYSTEM WITH THIRD-PARTY PRODUCTS OR SYSTEMS THAT CUSTOMER MAY UTILIZE IN CONJUNCTION WITH THE SYSTEM OR TO WHICH CUSTOMER MAY CONNECT THE SYSTEM.

13. Indemnification and Defense.

13.1 Except as provided below, Verizon will defend Customer against any claim, suit, action or proceeding alleging that equipment supplied by Verizon to Customer under this Agreement ("Verizon supplied equipment") infringes a valid U.S. patent or copyright ("Claim"), and Verizon will indemnify and hold harmless Customer against any and all finally awarded costs and expenses, including attorneys' fees, in connection with any such Claim.

13.2 If the use of any Verizon supplied equipment is enjoined or subject to a Claim as described above, Verizon may, at its option and expense, either procure for Customer the right to continue to use the equipment, replace the equipment, or relevant component, with substantially equivalent, non-infringing equipment, or relevant component, or modify the equipment, or relevant component, so that it becomes non-infringing. In the event that none of the foregoing options is commercially reasonable to Verizon, Verizon will remove the infringing Verizon supplied equipment and refund to Customer the purchase price for the equipment less depreciation for its use. Depreciation shall be calculated on a straight-line basis, assuming a useful life of five (5) years.

13.3 Verizon shall have no obligation for (a) any costs, fees or expenses incurred by Customer without Verizon's prior written consent; (b) any allegation, assertion, or claims of intellectual property infringement, including contributory infringement or inducement to infringe, arising out of or related to any Claim involving: (i) automated call processing, automated voice service, automated customer service or combined live operator/automated systems processing used in processing or completing calls, (ii) automated bridging of more than two callers utilizing some form of "listen only" (unilateral) communication combined with some form of interactive communication, (iii) prepaid calling products or services, (iv) wireless telecommunications services or support therefor, or (v) "music on hold" service; or (c) any indirect, special, consequential or incidental damages arising out of any Claim.

13.4 Any obligation on the part of Verizon to defend and indemnify shall not apply to any Claim or portion thereof that arises from (i) any negligent or willful act or omission by or attributable to Customer; (ii) use or operation of the Verizon supplied equipment in combination with equipment or services provided by Customer or any third party; (iii) any addition to or modification of the Verizon supplied equipment by Customer, any third party or Verizon at Customer's request; (iv) use of other than the then current unaltered release of any software used in the Verizon supplied equipment; or (v) any equipment,



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system, product, process, method or service of Customer which otherwise infringed the U.S. patent or copyright asserted against Customer prior to the supply of the equipment to Customer by Verizon under the Agreement.

13.5 The foregoing states the entire obligation of Verizon to Customer and is Customer's sole and exclusive remedy with respect to any Claim of infringement of any intellectual property right of any kind, and Verizon disclaims all other warranties and obligations with respect to any such Claims.

13.6 Customer shall defend, indemnify and hold harmless Verizon, its employees, officers, directors, agents and affiliates for damages, costs and attorneys fees in connection with any claim arising out of (a) Customer's use of the equipment provided by Verizon other than as expressly indemnified by Verizon pursuant to Section 13.1 of this Agreement, (b) combination of the equipment provided by Verizon with other equipment, software, products or services not provided by Verizon under this Agreement, (c) modification of the equipment provided by Verizon, or (d) arising out of the content of communications transmitted by or on behalf of Customer in the use of the services or equipment provided by Verizon, including but not limited to libel, slander, and invasion of privacy.

13.7 Each party (the "indemnitor") shall defend, indemnify, and hold harmless the other party (the "indemnitee") against all claims and liabilities for direct damages imposed on the indemnitee for bodily injuries, including death, and for damages to real or tangible personal property to the extent caused by the negligent or otherwise tortious acts or omissions of the indemnitor, its agents or employees in the course of performance of this Agreement.

13.8 The defense and indemnification obligations set forth in this Section 13 are contingent upon (1) the indemnitee providing the indemnitor prompt, written, and reasonable notice of the claims, demands, and/or causes of action subject to indemnification, (2) the indemnitee granting the indemnitor the right to control the defense of the same, and (3) the indemnitee's full cooperation with the indemnitor in defense of the claim, including providing information and assistance in defending the claim. Nothing herein, however, shall restrict the indemnitee from participating, on a non-interfering basis, in the defense of the claim, demand, and/or cause of action at its own cost and expense with counsel of its own choosing. No settlement may be entered into by the indemnitor on behalf of the indemnitee that includes obligations to be performed by the indemnitee (other than payment of money that will be fully paid by the indemnitor under Sections 13.1- 13.7 above) without indemnitee's prior written approval.

14. Confidentiality. Except as required by law or regulation, each party (the "receiving party") shall keep confidential and not disclose, directly or indirectly, to any third party any Confidential Information, as defined below, received from the other party (the "disclosing party") without the prior written consent of a duly authorized officer of the disclosing party. The disclosing party shall conspicuously mark its tangible Confidential Information as Proprietary or Confidential at the time of disclosure to the receiving party. Confidential Information that is disclosed orally will be identified by the disclosing party as Confidential Information at the time of disclosure to the receiving party. Each party shall use, copy and disclose the Confidential Information of the disclosing party solely for purposes of performing this Agreement. All Confidential Information of a party shall be and shall remain the property of such party. A party shall deliver to the disclosing party, upon written request by the disclosing party, all Confidential Information of the disclosing party then in the receiving party's possession or control, directly or indirectly, in whatever form it may be (including, without limitation, magnetic media) or certify its destruction to the disclosing party. Each party shall take all necessary and reasonable action, by instruction, agreement or otherwise, with its employees, consultants, subcontractors, affiliates, and representatives to satisfy its obligations hereunder. The receiving party's obligations hereunder with respect to confidentiality, non-disclosure and limitation of use of Confidential Information shall be for the term of the Agreement plus one (1) year. For purposes of this provision, a third party shall not include an entity which has a need to know the Confidential Information and which owns, is owned by, or is under common ownership with a party to this Agreement.

14.1 Nothing in this Agreement shall prevent either party from using or disclosing any Confidential Information that: (i) has become generally available to the public, other than through any improper action of such party, (ii) is already in the possession of the receiving party and not subject to an existing agreement of confidence between the parties, (iii) is received from a third party without restriction and without breach of this Agreement, (iv) is independently developed by the receiving party as evidenced by its records, or (v) is disclosed pursuant to a valid law, rule, regulation, subpoena, demand, or order of a court or other governmental body or any political subdivision thereof of competent jurisdiction (collectively "demand"); provided, however, that the receiving party shall first have given notice thereof to the disclosing party (unless prohibited by the terms of such request or requirement, or such notice is otherwise prohibited by law) in order to permit the disclosing party to seek reasonable protective arrangements.



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14.2 For purposes of this Agreement, the term "Confidential Information" shall include, without limitation, all trade secrets of a party and all other information and material that relates or refers to the plans, policies, finances, corporate developments, products, pricing, sales, services, procedures, intra-corporate transactions, suppliers, prospects and customers of a party, as well as financial information relating to such suppliers, prospects and customers, and any other similar confidentiality information and material which such party does not make generally available to the public. By way of illustration, but not limitation, Confidential Information includes all computer software (including object code and source code), computer software and data base technologies, systems, structures and architectures, and the processes, formulae, compositions, improvements, inventions, discoveries, concepts, ideas, designs, methods and information developed, acquired, owned, produced, or practiced at any time by a party, and all non-public information relating to the business of such party.

15. **Alternate Dispute Resolution (ADR).** Any controversy, claim, or dispute ("Disputed Claim") arising out of or relating to this Agreement, except for claims relating to indemnity, infringement, or confidentiality obligations or matters relating to injunctions or other equitable relief (together "Equitable Claims"), shall be first subject to a thirty (30) day negotiation period between the parties in which each party shall disclose to the other party all such documents, facts, statements and any other information which are reasonably requested by the other party and are relevant to the dispute in question. Should such negotiations fail to resolve the dispute within thirty (30) calendar days, Disputed Claims shall be resolved by binding arbitration of a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be based upon this Agreement and applicable law. The decision of the arbitrator shall be reduced to writing, shall be final and binding except for fraud, misconduct, or errors of law, and judgment upon the decision rendered may be entered in any court having jurisdiction thereof. In all arbitrations, the arbitrator must give effect to applicable statutes of limitation subject to limitation of actions terms set forth in this Agreement, and shall not be afforded any authority to award relief in excess of what this Agreement provides or to order consolidation or class arbitrations. The arbitrator shall have no authority to award punitive damages in any Disputed Claim. The parties agree that any such claims arising under this Agreement must be pursued on an individual basis in accordance with the procedure noted above. Even if applicable law permits class actions or class arbitrations, the ADR procedure agreed to herein applies and the parties waive any rights to pursue any claim arising under this Agreement on a class basis. The arbitration shall be held in a mutually agreed to location, and shall be final and binding on both parties. Each party will bear its own costs of arbitration but shall split equally the fees of the arbitration and the arbitrator.

16. **Hazardous Substances.** Except as disclosed to and acknowledged in writing by Verizon, Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal or local hazardous waste or environmental law or regulation) at any location where Verizon is to perform services under this Agreement. If during such performance Verizon employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premises to ensure that exposure does not exceed the lowest exposure limit for the protection of workers. Verizon may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Verizon. Performance obligations under this Agreement shall be extended for the period of delay caused by said cleanup or removal. Customer's failure to remove or contain hazardous substances shall entitle Verizon to terminate this Agreement without further liability, in which event Customer shall permit Verizon to remove any equipment that has not been accepted, shall reimburse Verizon for expenses incurred in performing this Agreement until termination (including but not limited to expenses associated with such termination, such as removing equipment, terminating leases, demobilization, etc.), and shall complete payment for any portion of the System that has been accepted.

17. **Force Majeure.** Neither party shall be liable for any delay or failure in performance under this Agreement arising out of acts or events beyond its reasonable control, including but not limited to acts of God, war, terrorist acts, fire, flood, explosion, riot, embargo, acts of the Government in its sovereign capacity, labor disputes, unavailability of equipment, software or parts from vendors, or changes requested by Customer. The affected party shall provide prompt notice to the other party and shall be excused from performance to the extent of such caused delays or failures, provided that the party so affected shall use reasonable efforts to remove such causes of such delays or failures and both parties shall proceed whenever such causes are removed or cease. If performance of either party is prevented or delayed by circumstances as described in this section for more than ninety (90) days, either party may terminate the affected Service or Statement of Work. Notwithstanding the foregoing, Customer shall not be relieved of its obligation to make any payments, including any late payment charges as provided in Section 2.2, above, that are due to Verizon hereunder.

18. **Assignment.** Neither party may, without the prior written consent of the other party, assign or transfer its rights or obligations under this Agreement; consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing,



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Verizon may, without prior notice, assign this Agreement, in whole or in part, to any Verizon affiliate or to any successor entity upon the merger, reorganization, consolidation or sale of all or substantially all of Verizon's assets associated with the equipment or Services provided pursuant to this Agreement. For purposes of this Section, "affiliate" shall mean a person or entity that directly or indirectly controls, is controlled by, or is under common control with Verizon. Any attempt to assign this Agreement in contravention of this Section shall be void and of no force and effect.

19. Governing Law. This Agreement shall be governed by the substantive laws of the State of Connecticut, without regard to its choice of law principles.

20. Non-Waiver/Severability. Either party's failure to enforce any of the provisions of this Agreement or to exercise any right or option is not a waiver of any such provision, right, or option, and shall not affect the validity of this Agreement. Any waiver must be written and signed by the parties. If any provision of this Agreement or the provision of any Service or equipment under the terms hereof is held to be illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or not requiring the provision of such invalid, illegal, or prohibited Service or equipment in such State or jurisdiction.

21. Publicity. Except as required by law, the parties shall keep this Agreement confidential and shall not disclose this Agreement or any of its terms without the other party's written consent. Notwithstanding any contrary term in this Agreement and consistent with applicable law, Verizon may disclose the terms of this Agreement, in whole or in part, to: a) Verizon affiliates; b) Verizon or Verizon affiliate suppliers and/or subcontractors that offer (including new offer or renewal offers), provide, repair, maintain, bill, collect, or perform other functions in connection with Verizon or Verizon affiliate products or services under or in connection with this Agreement; c) successors in interest to Verizon or Verizon affiliates (by merger or otherwise); and/or d) persons to whom Verizon or Verizon affiliates may sell all or part of their respective businesses or assets. Neither party shall use any trademark, trade name, trade dress or any name, picture or logo which is commonly identified with the other party or its affiliates, or from which any association with such party or its affiliates may be inferred or implied, in any manner, including but not limited to advertising, sales promotions, press releases or otherwise, without the prior written permission of such party. Notwithstanding any contrary term in this Agreement, the parties may issue or permit issuance of a press release or other public statement concerning this Agreement, provided, however, that no such release or statement shall be published without the prior mutual consent of the parties.

22. Notices. All notices or other communication given or required by either party to the other under this Agreement shall be deemed to have been properly given if hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile with confirmation of receipt or by overnight courier. Such notices and communications shall be deemed effective upon receipt. If to Verizon, notices should be sent to Verizon Business Services, 6415-6455 Business Center Drive, Highlands Ranch, CO 80130, Attn: Customer Service (Email: notice@verizonbusiness.com) with a copy to Verizon Business Services, 22001 Loudoun County Parkway, Ashburn, VA 20147, Attn: Vice President, Legal, and if to Customer to the address specified on the cover sheet. Such address may be changed by either party by notice sent in accordance with this Section.

23. Limitation of Actions. A party may bring no action or demand for arbitration arising out of this Agreement more than two (2) years after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions under state law.

24. Compliance with Laws. Each party shall comply with the provisions of all applicable federal, state, and local laws, ordinances, regulations and codes in its performance under this Agreement or any Statement of Work, including without limitation the export laws of the United States or any country in which Customer receives equipment, software or services.

25. Independent Contractor Relationship; No Agency. Each party understands and agrees that it and its personnel are not agents or employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever. Each party shall indemnify, hold harmless and defend the other against any liabilities, claims, losses and damages (including costs, expenses and reasonable attorneys' fees) arising out of its failure to comply with this provision and any laws, rules or regulations applicable thereto.

26. Interpretation. The Agreement shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

27. Headings. The Section headings used herein are for reference and convenience only and shall not enter into the



System Agreement

interpretation of this Agreement.

28. **Modifications.** This Agreement may only be amended, changed, waived or modified in a written document that is signed by both parties.

29. **Entire Agreement.** This Agreement, together with any Statement of Work hereunder and any Exhibit hereto, constitutes the entire agreement between the parties pertaining to the subject matter herein and supercedes all prior oral and written proposals, correspondence and memoranda with respect thereto, and no representations, warranties, agreements or covenants, express or implied, of any kind or character whatsoever with respect to such subject matter have been made by either party to the other, except as expressly set forth in this Agreement. In the event of conflicts among the terms of this Agreement, a Statement of Work and/or an Exhibit, the following order of precedence shall apply: the Exhibit, this Agreement, and the Statement of Work.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective representative whose signature appears below have been and are on the date of signature duly authorized to execute this Agreement and that each party has the authority to enter into this Agreement.

Verizon Business Network Services, Inc.
on behalf of Verizon Select Services Inc.

Customer: Town of Canton

By: *Anthony Recine*
Print Name: Anthony Recine
Title: Vice President
Date: 20 APR 2012

By: *Richard J. Barlow*
Print Name: Richard J. Barlow
Title: First Selectman
Date: April 17, 2012



**STATEMENT OF WORK (SOW) NO.1
Structured Cabling Services**

| | |
|--------------------------------------|-------------------------------|
| Customer: Town of Canton | Quote: 1-ARMYDP |
| Contract ID: System Agreement | Date: January 18, 2012 |

| | |
|---|--|
| Verizon Business Network Services Inc., on behalf of Verizon Select Services Inc. One Verizon Way Basking Ridge, N.J. 07920 | CUSTOMER'S LEGAL NAME: Town of Canton Address: 4 Market Street Collinsville, CT 06022 |
| By: <u><i>Anthony Recine</i></u> Name: Anthony Recine Title: Vice President Date: <u><i>26 Nov 2012</i></u> | By: <u><i>Richard J. Barlow</i></u> Name: Richard J. Barlow Title: First Selectman Date: <u><i>April 17, 2012</i></u> |

This Statement of Work ("SOW") amends and is a part of the System Agreement ("Agreement"), entered between Verizon Select Services Inc. ("Verizon"), and Town of Canton ("Customer"), Contract ID number as shown above, if applicable, executed by both parties as of _____, 2012.

Description of Project

1. Services.

This SOW defines the structured cabling services and deliverables that Verizon will provide to Customer under the terms of the Agreement ("Structured Cabling Services") and forms the basis for the pricing in the quote referenced above (the "Quote"). Verizon will perform the Structured Cabling Services at the locations listed in the Quote. Certain Structured Cabling Services detail may be provided for Customer's reference in additional documentation separate from this Agreement.

2. Scope of Work.

Verizon proposes the following structured cabling installation services for Customer. Verizon has based the Quote on the cabling solution and technical specifications* described below. Structured Cabling Services will include: Provide and install a fiber optic cable network as follows:

1. Verizon shall provide and install an estimated 17,600 feet of 48 fiber, single mode, outdoor cable in a ring from the 2nd floor Tel/ Data room in Town Hall, out past the Police and Fire Departments, the Community Center and the Intermediate and High Schools. Cable will be placed in the municipal space on the existing utility poles.
2. Verizon shall provide and install an estimated 250 feet of 6 fiber, single mode, outdoor cable from the Ring to the Tel/Data room in the Water Treatment building. Cable will be placed on existing utility poles.
3. Verizon shall provide and install an estimated 250 feet of 6 fiber, single mode, indoor/outdoor cable from the Ring to the Tel/Data room in the Police Department. Cable will be placed on existing utility poles and in existing, customer owned conduit.
4. Verizon shall provide and install an estimated 100 feet of 6 fiber, single mode, outdoor cable from the Ring to the Tel/Data room in the Fire Department. Cable will be placed in existing, Customer owned conduit.
5. Verizon shall provide and install an estimated 300 feet of 6 fiber, single mode, outdoor cable from the Ring to the Tel/Data room in the Highway Garage. Cable will be placed on existing utility poles.



System Agreement

6. Verizon shall provide and install an estimated 17,900 feet of 6 fiber, single mode, outdoor cable from the 24 fiber cable to the Tel/Data room in the Police Department. Cable will be placed on existing utility poles and in existing, customer owned conduit.
7. Verizon shall provide and install an estimated 1,300 feet of 6 fiber, single mode, outdoor cable from the Ring to the Tel/Data room in the Community Center/ Library. Cable will be placed on existing utility poles and in existing, customer owned conduit.
8. Verizon shall provide and install an estimated 400 feet of 6 fiber, single mode, indoor/outdoor cable from the Ring to the Tel/Data room in the Intermediate School. Cable will be placed in existing, Customer owned conduit.
9. Verizon shall provide and install an estimated 1,000 feet of 6 fiber, single mode, outdoor cable from the Ring to the Tel/Data room in the High School. Cable will be placed in existing, customer owned conduit.
10. Verizon shall provide and install an estimated 850 feet of 6 fiber, single mode, outdoor cable from the 24 fiber cable to the Tel/Data room in the Mills Pond Park. Cable will be placed on existing utility poles and in existing, customer owned conduit.
11. Verizon shall provide and install a rack-mounted patch panel equipped with SC connectors at each of the ten buildings and terminate the single mode fibers.
12. Verizon will perform testing for the fiber cable and provide documentation of the test results.
13. Verizon will provide documentation and engineering support for the procurement of the Aerial License.

Provide and install internal structured cabling work as follows:

1. WATER TREATMENT BUILDING

- a. Install Hubbell HSQ24 wall mount cabinet in electrical room for all new data cables.
- b. Drill cores through cinder block walls for cable path.
- c. Install ¾" conduit for cable pathways to 3-4 locations within office area.
- d. Install surface mount boxes for all cable terminations at work areas.
- e. Install Cat5e dual drops to each location.
- f. Terminate all Cat5e drops 586B jacks and Cat5e patch panel.
- g. Label and test all drops.

2. GARAGE BUILDING

- a. Install Hubbell HSQ24 wall mount cabinet in electrical room for all new data cables.
- b. Install pathways and cores as necessary though drop down ceiling. Install Cat5e dual drops to each location.
- c. Terminate Cat5e cable drops 568B jacks and Cat5e patch panel.
- d. Label and test all drops.

3. FIRE DEPARTMENT

- a. Install Hubbell HSQ24 wall mount cabinet in electrical room for all new data cables.
- b. Install pathways and cores as necessary though drop down ceiling. Install Cat5e dual drops to each location.
- c. Terminate Cat5e cable drops 568B jacks and Cat5e patch panel.
- d. Label and test all drops.

4. COMMUNITY CENTER / LIBRARY

- a. Install wall mount Cat5e patch panel in data closet.
- b. Identify and reterminate all voice cables onto patch panel.
- c. Cross connect to switch rack for future cross connect to VOiP system.
- d. Install Cat5e single drops to (5) WAP locations.
- e. Test and label all connections terminated.

5. POLICE DEPARTMENT

- a. Install wall mount Cat5e patch panel in second floor data room.
- b. Identify and reterminate all voice cables onto patch panels.
- c. Cross connect to switch rack for future cross connect to VOiP system.
- d. Test and label all connections terminated.

6. BOARD OF EDUCATION



System Agreement

- a. Install wall mount Cat5e patch panel in second floor data room
NOTE – if cable can be pulled back and relocated onto patch panel in rack in the data room then this patch panel will not be required.
 - b. Cross connect to switch rack for future cross connect to VOIP system.
 - c. Test and label all connections terminated.
7. CANTON HIGH SCHOOL
- a. Install wall mount Cat5e patch panel in data room of main office.
 - b. Install wall mount Cat5e patch panel in IDF, room 224.
 - c. Test and label all connections terminated.
8. INTERMEDIATE SCHOOL
- a. Install wall mount Cat5e patch panels in data room of music classroom and maintenance closet.
 - b. Cross connect to switch rack for future cross connect to VOIP system.
 - c. Test and label all connections terminated.

The "System", as used within this SOW, means the structured cabling solution provided under this SOW, e.g. CPE, including without limitation, cables and other related materials.

3. Verizon Deliverables and Documentation (if any).

Verizon will:

- 3.1. Provide installation which complies with standards and codes, including as applicable:
 - NFPA 70 – National Electric Code
 - ANSI/TIA-568-C.0 – Generic Telecommunications Cabling for Customer Premises
 - ANSI/TIA-568-C.1 – Commercial Building Telecommunications Cabling Standard
 - TIA-569-B – Commercial Building Standard for Telecommunications Pathways and Spaces
 - ANSI/TIA-606-A – Administration Standard for Commercial Telecommunications Infrastructure
 - ANSI-J-STD-607-A – Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications
 - TIA-526-7 – Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant
 - TIA-526-14-A – Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant
 - ANSI/TIA-758-A – Customer-Owned Outside Plant Telecommunications Infrastructure Standard
 - ANSI/TIA-942 – Telecommunications Infrastructure Standard for Data Centers
- 3.2. Provide a single point of contact ("SPOC") who will be responsible and authorized to (i) make all decisions and give all approvals which Customer may need from Verizon, and (ii) provide Customer's personnel on a timely basis with all information, data, and support reasonably required for its performance under this SOW, including but not limited to making available appropriate personnel to work with the Customer as the Customer may reasonably request. (iii) manage and participate in the kickoff discussion, schedule coordination, and acceptance testing.
- 3.3. Deliver the System to the Customer's site(s) shown on the Quote;
- 3.4. Contact the Customer prior to install in order to confirm site readiness;
- 3.5. Provide the labor to complete the project in a good and workmanlike manner ;
- 3.6. Provide progress updates to review actual progress with the Customer SPOC;
- 3.7. Provide a schedule indicating general project deadlines with specific dates relating to the installation of the System;
- 3.8. Coordinate access to the building, daily parking, access to materials, and material storage with the Customer SPOC;
- 3.9. Additional Verizon Deliverables and Documentation: N/A

4. Customer Obligations.

Customer must:



System Agreement

- 4.1 Designate a SPOC who will be responsible and authorized to (i) make all decisions and give all approvals which Verizon may need from Customer, and (ii) provide Verizon's personnel on a timely basis with all information, data, access and support reasonably required for its performance under this SOW, including but not limited to making available appropriate personnel to work with Verizon as Verizon may reasonably request.
- 4.2 Confirm and agree to the schedule indicating general project deadlines with specific dates relating to the installation of the System as provided by Verizon;
- 4.3 Provide a soft copy of all related plans clearly depicting installation Locations and features that is sufficiently recent, accurate, and detailed to allow Verizon to install the System;
- 4.4 Provide the appropriate security clearances, access badges, and access to buildings and any other structures related to the Project ("Locations") and Training as defined below, if required. It is the Customer's sole responsibility to provide the necessary means of access to installation locations;
- 4.5 Provide prompt physical and electronic access to Locations where Verizon will install the System. (NOTE: Wait time in excess of 60 minutes may result in a time and material charge. Verizon will coordinate Project activities in advance in order to allow for timely access and avoid delay.)
- 4.6 Remove or move any obstacles required to implement this Project at a location in a timely manner.
- 4.7 Provide loading dock space and freight elevators at no expense to Verizon. Verizon deliveries shall be scheduled during Office Hours as defined below;
- 4.8 Control all activities associated with the existing Customer equipment, including without limitation changes, additions or deletions of devices made by any non-Verizon provided technicians.
- 4.9 Provide adequate and secure storage space for the Verizon equipment, tools, and materials at the Location;
- 4.10 Unless otherwise provided for in Section 2, Scope of Work, provide sufficient rack space or other appropriate installation location for the System;
- 4.11 Ensure that the Customer's ground meets the recommendations of the System manufacturer. If a new ground work is required, Verizon can perform such work at Customer's request pursuant to a separate quote;
- 4.12 Ensure that any and all main or intermediate distribution frames ("MDF/IDF") are of sufficient size to accommodate System being installed;
- 4.13 Ensure conformance with any applicable codes, regulations, and laws, including but not limited to electrical, building, safety, and health;
- 4.15 Dispose of all decommissioned equipment, unless provided otherwise in the Quote.
 If this box is checked, Verizon will demolish and dispose of all abandoned cable as required by code. If this box is not checked, Verizon will not demolish and dispose of abandoned cable.
- 4.16 Additional Responsibilities: N/A

5. Change Order Request

Customer may request changes in, or additions to, the Structured Cabling Services being provided hereunder by agreeing to a completing Verizon Change Order form, provided by Verizon. Requested changes will be facilitated to the extent feasible. If Verizon determines that such changes will cause an increase or decrease in the cost of, or time required for performance of the Structured Cabling Services, Verizon will advise Customer thereof and such adjustments will be reflected in the Verizon Change Order form. The Verizon Change Order form will not become effective unless and until it is agreed to and executed by both Customer and Verizon. Verizon will initiate changes to the project that affect cost or significantly affect schedule using this Change Order procedure.

6. Acceptance Testing for the Service or Deliverable(s).

Customer will have five business days after the In-Service Date, as defined below, to test the System (the "Test Period"). Customer may indicate their approval of the System by its signature on the Verizon-provided acceptance document or other mutually agreed upon means. Customer will document any issues with the System in writing to Verizon and provide those issues to Verizon within the Test Period. Upon receipt of the issues list, Verizon will have ten business days to respond and remediate any issues, as required. Customer's use of the System for any other purpose than testing will be deemed to constitute acceptance by Customer. The System will be deemed accepted if the Test Period passes without notification of issues or acceptance by Customer.

7. Conditions.

- 7.1 Structured Cabling Services are generally available within the 48 contiguous United States. Orders for Structured Cabling Services in Alaska and Hawaii must be specifically pre-approved by Verizon.



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- 7.2 Structured Cabling Services are performed between the hours of 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding Verizon observed and United States Federal holidays ("Office Hours"). Work extending beyond Office Hours on Monday through Friday and work on Saturday is "Overtime" work. All other periods of work is "Sunday and Holiday Hours" work. If Customer requests that Structured Cabling Services be performed during Overtime or Sunday and Holiday Hours, Customer will pay Verizon its then current time and material labor rate.
- If this box is checked, this project requires work to be performed outside of Office Hours. The Structured Cabling Services will be performed between the hours of 7:00 a.m. to 3:00 p.m. local time. These hours are included in the Quote.
- 7.3 Unless Customer otherwise requests in writing Verizon will, at Customer's expense, apply for permits necessary for Structured Cabling Services.
- 7.4 Verizon will provide Customer written notice indicating the date Structured Cabling Services is complete (the "In-Service Date"). Verizon will attempt to meet Customer's requested In-Service Dates, however Verizon can not guarantee any In-Service Date. In-Service Dates are subject to the availability of materials and resources.
- 7.5 Should Customer request delay of Structured Cabling Services, or should Structured Cabling Services be delayed as a result of Customer's action or inaction, Verizon may store the System, or any portion thereof, at Customer's risk and expense.
- 7.7 Verizon will use reasonable efforts to avoid interruption of Customer's network service during Office Hours. If it is necessary to interrupt network service during Office Hours, Verizon will notify the Customer SPOC at least 48 hours in advance.
- 7.8 Customer will only assign persons to this project that have the necessary skills required to complete the Customer's part of this project.
- 7.9 Customer will allow Verizon access to sites for performance of any required Structured Cabling Service. Customer will notify Verizon of any site-specific requirements that might impact Verizon's ability to access such site, e.g. safety or security training ("Training"). Verizon will comply with such Training requirements however Verizon reserves the right to bill Customer for the time required for Training at Verizon's then current labor rate. Customer will provide necessary badges, escorts, etc. required for site access per Customer's security and safety policies.
- If this box is checked, Verizon personnel will require additional training for site access.
- 7.10 Additional Conditions: N/A
8. **Term of SOW.** This SOW is effective upon full execution by the parties and will remain in effect during the delivery of the Structured Cabling Services. Except for warranties specifically provided herein, this SOW will terminate upon final delivery of the Structured Cabling Services.
9. **Warranty.**
- 9.1 Verizon warrants the System against defects solely related to Verizon's installation for one year after the System is accepted as provided above. To the extent permitted, manufacturers' end user warranties will be passed through to Customer. Customer will present such warranty claims directly to the manufacturer.
- 9.2 If a manufacturer's end-user warranty is included, Verizon will provide the appropriate certified labor, documentation, and materials to qualify the installation for such warranty.
- If this box is checked, the System includes manufacturer's warranty.
- 9.3 These warranties do not cover damage to or malfunction of the System caused in whole or in part by Customer or third parties through other than normal use of the System or caused by an event external to the System. The warranties contained herein are Customer's sole and exclusive warranties for Structured Cabling Services.
10. **Conditions.**
- 10.1 This SOW constitutes the entire agreement between the parties with respect to the Structured Cabling Services and supersedes all other prior or contemporaneous representations, understandings or agreements. Except as otherwise expressly stated herein, no amendment to this SOW is valid unless in writing and signed by both parties.
- 10.2 Structured Cabling Services are limited to the services, deliverables, documentation, and conditions stated herein and in the Agreement, and the System defined in the Quote.
- 10.3 Pricing does not include any costs for make-ready, licensing costs or other permits.



10.4 Pricing is based on non-union labor and is not a prevailing wage project.

10.5 Pricing does not include any costs for traffic details.

10.6 Verizon assumes that the customer-provided conduit is usable, free from defects and obstructions, and suitable for the installation of the fiber optic cable.

10.7 Pricing is based on a preliminary site survey and the information provided to Verizon at that time. Pricing is also based on the information and specifications provided by Customer. If quantities, route, or method of installation change during or as a result of "Final Engineering", a Change Order will be issued to adjust price accordingly. No work will commence until final engineering, design, and installation methods and quantities have been completed and agreed upon by all parties.

10.8 This proposal is based on the cost of materials in effect at time of bid preparation. In the event that the cost of materials increases at time of material procurement, Verizon shall be entitled to renegotiate this proposal to reflect current market pricing.

10.9 Pricing does not include commercial power that will be required at new switch locations.

11. Change Orders.

The parties will document Change Orders using the following form:

Change Order Form

| | | | |
|----------------------|--|-----------------|--|
| Date: | | | |
| Project Name: | | | |
| Project Number: | | Chg. Request. # | |
| Customer: | | | |
| Change Requested by: | | | |

| |
|------------------------------|
| Description of Change/Issue: |
| |
| |

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|--|
| Reason for Change/Need for Resolution (Include Benefits) |
| |
| |

| | | | |
|--------------------------------------|------------------------------------|---|---------------------------------------|
| Importance: | Essential <input type="checkbox"/> | Highly desirable <input type="checkbox"/> | Low priority <input type="checkbox"/> |
| Action Required to Implement Change: | | | |
| | | | |

| |
|--|
| Affected Products, Projects, or Tasks: |
| |
| |

| | | | |
|--|-----------|--|-----------|
| Expected Costs and Timescale (see cost breakdown sheet): | | | |
| Effect on Schedule: | Extension | Increase/Reduction <input type="checkbox"/> | No Effect |
| | | | |

| |
|----------|
| Decision |
|----------|

| | | | | |
|---|--------------------------|--|-------|--|
| Accepted <input type="checkbox"/> Rejected <input type="checkbox"/> | Verizon Project Manager | | Date: | |
| Accepted <input type="checkbox"/> Rejected <input type="checkbox"/> | Customer Project Manager | | Date: | |

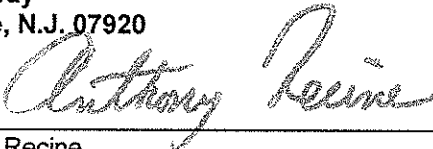
Routing Code: 5CPE

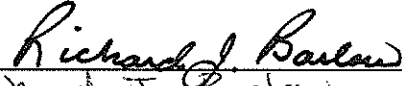
**STATEMENT OF WORK (SOW) NO. 2
Custom Services**

| | |
|--|------------------------------|
| Customer: Town of Canton | Quote: 1-FOP7Y1 Rev.5 |
| Contract ID: System Agreement # | Date: 04-13-2012 |

Verizon Business Network Services Inc., on behalf of
Verizon Network Integration Corp.
One Verizon Way
Basking Ridge, N.J. 07920

CUSTOMER'S LEGAL NAME:
Town of Canton
Address: 4 Market Street
Collinsville, CT 06022

Signed: 
Name: Anthony Recine
Title: Vice President
Date: 16 Apr 2012

Signed: 
Name: Richard J. Barlow
Title: First Selectman
Date: April 17, 2012

This Statement of Work ("SOW") amends and is a part of the System Agreement (collectively "Agreement"), entered between Verizon Network Integration Corp. ("Verizon") and Town of Canton ("Customer"), Contract ID Number as shown above, executed by both parties as of _____ 2012.

Description of Project

1. Services.

This SOW defines the services and deliverables that Verizon will provide to Customer under the terms of the Agreement ("Custom Services") and forms the basis for the pricing in the quote referenced above (the "Quote"). Verizon will perform the Custom Services at the locations listed in the Quote.

2. Scope of Work.

Verizon will assign a Verizon Project Manager (PM) to the installation. The Verizon PM will be the primary point of contact during the installation phase of the project. Coordinating with the Customer and with Adtran* implementation specialists as necessary, the PM will gather needed site and technical information from the appropriate parties, schedule an onsite technician, and demonstrate the operation of installed Equipment to manufacturer specifications.

The Installation is comprised of the following phases: Verizon Project Coordination and Management, Verizon engineering, and Adtran onsite deployment. The Installation Warranty is initiated the following day after the successful completion of a Fine Tuning Session. The Installation Warranty phase is composed of Training and Project Review.

*Verizon Subcontractor

2.1 Installation: Project Coordination and Management

The PM will be responsible for the following:

- Schedule a project kick-off call
- Serve as the single point of contact for planning, staging, and implementation
- Manage deadlines and milestones
- Request needed technical and site information from the Customer and associated parties
- Gather all configuration data (as applicable) from the Customer including but not limited to:
 - IP Scheme
 - Floor Plan

- Router / Switch Configuration Data
- IP Phone set assignments and features
- Voice Configuration Parameters
- Server Hardware Specifications, including make, model, and OS
- Fax applications (physical and Desktop faxing)
- Database Integrating Information
- IVR and Outbound Dialing Capabilities
- Conference Channels
- Active Directory, Message Store, Email Delivery
- Client Operating Environment
- Failover Information
- Power Ratings
- Gather circuit/network/application information required for proper configuration of the Equipment
- Verify equipment ordered (per the hardware list or hardware sales order) for the Customer's application
- Assign an Engineer to configure, stage, and test the Equipment
- Schedule the Onsite technician to perform a Site Qualification prior to the installation and review the results, communicating site needs to the Customer
- Coordinate the installation schedule
- Schedule the Onsite technician
- Perform a post installation follow-up call with the Customer

2.2 Installation: Staging Services

The Verizon engineer assigned to the project will perform all staging services. Staging includes:

- Review and validate the application in which the Equipment will be used
- Create and verify equipment configuration
- Full configuration of all equipment
- Functionality and application testing prior to shipment to the Customer's site(s) as applicable
- Upgrades of firmware or storage of latest version of firmware on devices for onsite upgrades
- License Key generation for the UC software component

Note: Upon completion of the configuration and staging, the network configuration is "frozen". Any configuration changes requested after this stage may delay the scheduled installation date until the changes can be incorporated into the configuration files. If a project has been placed on hold, a 10-business-day advance notice is required to reschedule the onsite services.

2.3 Installation: Onsite Deployment

Installation rates include Monday thru Friday, 8 am - 5 pm local site time, unless otherwise requested. After hours support is available at an increased rate, by separate quote. The installation will consist of the following tasks:

- Unpack and inventory equipment, reporting any damaged or partially shipped hardware
- Rack-mount the equipment (the Customer must ensure rack space availability prior to dispatch)
- Verify power-up self-test diagnostics
- Install/attach appropriate interconnect cables
- Test and verify end-to-end connectivity
- Assist in testing the Equipment and the associated networks and applications to ensure proper operation
- As may be required, schedule and perform Telco cut-over for existing DID phone numbers
- Test and verify broadband access
- Place and connect End User Phones
- Verify Phone registration
- Integration of UC software component
- Testing of any additional line items as purchased in the Services PO, which could include:
 - Back Up Services
 - Customized Personal Assistant
 - Lotus Notes Integration

- UC Client Installation per desktop
- Multi-site Integration Support
- SIP Paging or Conference Server
- Gateway Installation
- Advanced Routing / Firewall
- Advanced Voice Features
- Provide the Phone Quick Reference Guide (one per End User phone)
- Provide either a Phone Tutorial CD or reference link to an online Phone Tutorial (one per End User phone)
- Provide the Administrator's Guide to the pre-assigned Customer's administrator

The deployment phase is completed with a basic orientation of the VoIP phone operations. The material covered includes:

- An introduction to the Phone Manager Graphical User Interface
- How to
 - Place a call
 - Transfer a call
 - Mute
 - Place a call on speakerphone
 - Park a call
 - Retrieve a call
 - Utilize voicemail

This instruction will be given at the end of the installation to a pre-assigned Customer administrator and will be fifteen to twenty minutes in length.

At the successful conclusion of this phase, the Fine Tuning Session will be scheduled; typically 3 – 5 business days post installation. The purpose of the Fine Tuning Session is to make those modifications to the System that are requested post deployment, but were not requested during the Data Gathering Phase or Design Review. The Fine Tuning Session will be scheduled, and a list of those requested changes will be required. The Verizon engineer will make those changes, providing that the changes do not result in additional charges for out of scope work.

Upon completion of the Onsite Deployment, the Customer's acceptance will be requested. The Customer's signature, or lack of response to such request for five (5) business days, shall be conclusive that the installation has been completed and that the installed Equipment is operating in accordance with the manufacturer's specifications. The Customer's express or tacit acceptance initiates the 30-day Installation Warranty.

2.4 Training

Verizon will deliver training in two steps. Each step will have instructor-supplied materials, and delivered to the same Customer Administrator.

The first portion of training consists of the basic phone orientation and is performed as part of the Onsite Deployment. This training will take place at the conclusion of the installation, will cover basic phone operations, and will be fifteen to twenty minutes in length. The Phone Quick Reference Guide and either the Phone Tutorial CD or the online Phone Tutorial will supplement this phase of training.

Following the installation, the Customer's Administrator will receive a 1.5 hour Administration training. This training will be remotely led by Adtran and will utilize a webinar.

This instruction will be delivered to the Customer's Administrator within two weeks of the installation of the Equipment. If the Customer Administrator is unable or unwilling to attend the Administration Training, materials will be deposited with Customer for reference.

2.5 Installation Warranty: Project Review

The Installation Warranty is a thirty day period. Prior to its expiration, the Verizon PM will coordinate a follow up call with the Customer and other appropriate parties as needed. This call will be to address any remaining questions or concerns the Customer may have and to perform an assessment of the installation. Following this call, Adtran will email all completion and maintenance information to the Customer.

3.0 Customer Responsibilities.

The Verizon PM is the Customer's primary point of contact throughout the services process. To ensure a successful installation, the Customer will be required to submit all appropriate contact information (i.e. End User name, street address, telephone and email information, etc.) and communicate all changes that may arise.

It is the Customer's responsibility to collect and submit to the Verizon PM specific network configuration and technical information as requested. The Customer may designate another technically qualified resource to furnish all such data and must provide the Verizon PM with the appropriate contact information. Customer shall also appoint a Customer Project Manager, who will coordinate and cooperate with the Verizon Project Manager. To a great extent, the Customer and its Customer Project Manager will be ultimately responsible for ensuring a timely installation by ensuring the Verizon PM has been provided with the necessary requested information. Customer shall provide the following:

- A network diagram of the application and all pertinent equipment
- Network service parameters
- Interface configuration and addressing information for all other equipment with which the installed Equipment will interoperate
- Network security requirements and parameters, such as firewall rules, NAT configuration, etc
- Voice configuration parameters
- Documentation regarding site qualification and the Customer's assurance that the installation location meets the environmental requirements specified in the Equipment documentation
- Receiving and Reading Section 3 of the UC Planning and Deployment Guide, which the Verizon PM will make available to the Customer
- Completing the UC Planning and Deployment Worksheet, specifically the Planning and User Import tabs
- Furnish any other information or assistance pertinent to the installation, as requested by Verizon
- An assigned Customer Administrator who will be responsible for the following:
 - Serve as the primary technical point of contact for the Verizon PM throughout course of project
 - Communicate all design and configuration parameters for the site to the PM
 - Serve as the main point of contact to relay trouble shooting issues to the install team
 - Completing the onsite phone training with the onsite technician
 - Train fellow coworkers on the onsite phone training
 - Participating in administration training and assuming the day to day responsibilities of the phone system following the thirty day installation warranty period, which includes opening up trouble tickets with the technical support team as needed

Note: Items above must be complete and received / verified no later than 2 weeks prior to the requested installation date. The Verizon PM will propose an installation date at earliest availability following this 2 week period. The Verizon PM shall validate all required information prior to providing an installation date. Any changes to the received / verified items above shall be coordinated with the PM, and depending on workload, complexity, and schedule, it may become necessary to adjust the installation date to accommodate new requirements and changes.

Verizon will make every effort to meet the Customer's requested installation date. To help ensure the requested date, in addition to this information, the Customer must take specific action to ensure that the following items are appropriately addressed and completed prior to the installation date:

- Physical mounting points and interfaces must be compatible with the Equipment
- Adequate electrical power must be available and within reach of the Equipment
- Telephone and / or data circuit lines must be mapped and fully installed with proper demarcation, and have been tested and certified by the provider; and the points of demarcation must be within six (6) feet (cable length) of the Equipment
- Other equipment or networks to which the Equipment is connected must be available and accessible, and all interfaces compatible, and the networks capable and properly configured for carrying the network traffic
- Other necessary vendors and providers must be available at the time of installation, for configuration and testing of other equipment and networks with which the Equipment interacts

- Verification that all equipment, supplies, and materials have been received and are on-site and available, before the installation commences
- Provide immediate access to the Equipment installation location upon arrival of the Verizon Onsite Technician
- Provide a written or emailed acknowledged receipt and acceptance of this SOW
- Prepare each End User Phone location by ensuring appropriate connections and access for the Onsite technician to place and connect the End User Phone

The Verizon PM will provide appropriate checklists and worksheets to assist the Customer in meeting its responsibilities. Failure on the Customer's part in meeting its responsibilities may have an adverse impact on the timely, successful completion of the installation.

The Customer will schedule all service activity, e.g. reschedules, cancellations, etc., through the Verizon PM, providing a minimum of 5 business days advance notice for all scheduled requests. Service activity includes site dispatches, configuration services, cancellations, rescheduled events, relocations, implementations, and maintenance.

In providing network configuration and technical information, the Customer will need to ensure the delivery of accurate, current data.

4.0 Customer Wiring

To ensure proper functionality of a VoIP network, wiring must meet a minimum requirement of CAT 5. The Customer is responsible for ensuring that the equipment location is prepared with sufficient electrical power to support the hardware, and that the wiring and environmental conditions are appropriate and in accordance with the manufacturer's specifications. (Verizon will supply a server class UPS – Example may be a 1500 watts at 30 minutes run time.) The Customer must also ensure that the demarcation point is located within 6 physical feet of the vicinity where the Equipment covered by the installation is to be installed, and that the Equipment is accessible to the DTE hardware.

Wiring is not part of this Scope of Work (Under separate Verizon SOW) therefore, it is agreed by Verizon and Customer that remedying the shortcoming(s) of wiring will be out of scope of this installation SOW.

All Customer wiring must be identified, labeled, or tagged prior to the installation. Examples include but are not limited to:

- Room Jacks labeled to match patch panel at the installation point
- Patch Panel to include cross reference to room
- Telco Circuits are labeled with DID or Circuit Number
- Music on Hold Source – with associated mini stereo jack/cable as recommended in the technical specification
- Overhead Paging System - with associated mini stereo jack/cable as recommended in the technical specification

5.0 Items Not Included

Installation **will not** include the following:

- Wiring or cabling; supply, assembly, installation or maintenance of racks, shelves, or any other physical structure to which the Equipment is to be mounted; ancillary materials such as power/extension cords, rack/wall mount bolts/screws
- Troubleshooting or installing wiring, extending wiring and/or cabling, to include Telco demarcation points
- Supplying any ancillary materials, including without limitation, any cables needed between items of Equipment and End User CPE and / or power cords and extension cords
- Supply and / or assembly of racks, shelves, or tables
- Accessing or troubleshooting third party hardware or problems (including but not limited to Telco issues)
- Optimizing or troubleshooting Customer End User applications.
- Installation or configuration changes that are results of site additions, deletions, re-locations or changes in the Customer End User's network strategy or design requirements that deviate from the agreed upon site listing
- Installation or maintenance of Soft Phones
- Moving of furniture for the installation of End User Phones
- Providing, installing, or verifying extended phone wiring for the installation of End User Phones
- Configuring third party DHCP servers
- Configuring or installing additional Customer hardware, including Soft phone and VPN clients

6.0 Installation Acceptance and Warranty

Upon completion of the Onsite Deployment, Verizon will request the Customer's acceptance of the Installation. The Customer's signature, or lack of response to such request for five (5) business days, shall be conclusive that the installation has been completed and that the installed Equipment is operating in accordance with the manufacturer's specifications. The Customer's express or tacit acceptance initiates the 30-day Installation Warranty, during which Verizon may make configuration adjustments to fine-tune any network parameters as required, provided remote access is available. The Installation Warranty will be period of time during which Training will be provided and, at its end, the Project Review performed. The ACES Maintenance Plan (as applicable, see Quote) begins without lapse at the end of the Installation Warranty period.

If this box is checked, Verizon will dispose of certain decommissioned equipment as provided in the Quote.

6.1 Conditions.

- If this box is checked, this project includes Overtime work.
- If this box is checked, this project includes Sunday and Holiday Hours.
- If this box is checked, Verizon personnel will require additional training for site access.

7. **Term of SOW.** This SOW is effective upon full execution by the parties and will remain in effect during the delivery of the Custom Services. Except for warranties specifically provided herein or in the Agreement, this SOW will terminate upon final delivery of the Custom Services.

Custom Services are limited to the services, deliverables, documentation, and conditions stated herein and in the Agreement, and the System defined in the quote. Customer's and Verizon's authorized representative has signed as of the respective date shown above.

BUDGETARY

Verizon Select Services Inc.



Quote Header: Quote Level Title/Description:

| | | | |
|---|---|----------------------------|----------------------|
| Account Manager KATHERINE ING | Customer Name TOWN OF CANTON CT | Quote # 1-ARMYDP | Revision 1 |
|---|---|----------------------------|----------------------|

(860) 904-1720

| | | | |
|-------------------------------|----------------------------------|------------------------|--------------------------------|
| SE ANTHONY COPELAND | Primary Transport Service | Currency USD | Quote Date 3/13/2012 |
|-------------------------------|----------------------------------|------------------------|--------------------------------|

| | |
|---------------------------------------|---|
| Billing Method: VCI Leasing | Finance/Lease Term: 60 Months |
|---------------------------------------|---|

Equipment & Services by Site:

| | |
|--------------------------------------|--|
| Site Level Title/Description: | Maintenance Payment Option: Prepaid |
|--------------------------------------|--|

Site ID: 1-AQOFRJ

CPE and Related Services for this Site will be provided by:

| | |
|---|--------------------------------|
| Verizon Entity: Verizon Select Services Inc | Verizon Country: USA |
|---|--------------------------------|

| | | |
|--|---|---|
| Site Address: TOWN HALL 4 MARKET STREET COLLINSVILLE, CT, 06022 USA | Bill To: TOWN HALL 4 MARKET STREET COLLINSVILLE, CT, 06022 USA | Ship To: TOWN HALL 4 MARKET STREET COLLINSVILLE, CT, 06022 USA |
|--|---|---|

| <u>Material Code</u> | <u>Part Number</u> | <u>Description</u> | <u>Qty</u> | <u>Unit MLP</u> | <u>Extended MLP</u> | <u>Unit Sale Price</u> | <u>Extended Sales Price</u> |
|----------------------|-------------------------------------|---|------------|-----------------|---------------------|------------------------|-----------------------------|
| | STRUCTURE D-CABLE-SUB-EQUIP | STRUCTURED CABLING SUBCONTRACTOR PROVIDED EQUIPMENT | 1 | | | \$24,978.66 | \$24,978.66 |
| | STRUCTURE D-CABLE-INSTALL | STRUCTURED CABLING INSTALLATION | 1 | | | \$81,092.17 | \$81,092.17 |
| | STRUCTURE D-CABLE-VZ-MINOR-MATERIAL | STRUCTURED CABLING VZ EQUIPMENT | 1 | \$0.00 | \$0.00 | \$3,123.00 | \$3,123.00 |
| | STRUCTURE D-CABLE-SUB-EQUIP | STRUCTURED CABLING SUBCONTRACTOR PROVIDED EQUIPMENT | 1 | | | \$7,070.48 | \$7,070.48 |
| | STRUCTURE D-CABLE-INSTALL | STRUCTURED CABLING INSTALLATION | 1 | | | \$18,814.47 | \$18,814.47 |

Quote # 1-ARMYDP

All pricing is valid until: 04/27/2012
 Quotes are exclusive of Taxes
 Verizon proprietary information

Page 1 of 3

The equipment listed on this quote is solely for domestic use in the United States
 Contracting entities and Exchange Rate rules will be as defined in the contractual agreement
 Shipping and Handling Not Included



Site Level Title/Description:

Maintenance Payment Option: Prepaid

Site ID: 1-AQOFRJ

CPE and Related Services for this Site will be provided by:

Verizon Entity: Verizon Select Services Inc
 Verizon Country: USA

| <u>Material Code</u> | <u>Part Number</u> | <u>Description</u> | <u>Qty</u> | <u>Unit MLP</u> | <u>Extended MLP</u> | <u>Unit Sale Price</u> | <u>Extended Sales Price</u> |
|----------------------|-------------------------------------|---------------------------------|------------|-----------------|---------------------|------------------------|-----------------------------|
| | STRUCTURE D-CABLE-VZ-MINOR-MATERIAL | STRUCTURED CABLING VZ EQUIPMENT | 1 | \$0.00 | \$0.00 | \$24,481.08 | \$24,481.08 |

Additional Notes:

| <u>Site</u> | <u>Description</u> |
|-------------|--------------------|
|-------------|--------------------|

Site 1-AQOFRJ Sub Totals

| | |
|--------------------|---------------------|
| Equipment: | \$0.00 |
| Labor: | \$99,906.64 |
| Maintenance: | \$0.00 |
| Other: | \$59,653.22 |
| Trade In: | \$0.00 |
| Site Total: | \$159,559.86 |

Or

Site Monthly Price Option: \$0.00

Total Extended Sales Price

| | |
|---------------------|---------------------|
| Equipment: | \$0.00 |
| Labor: | \$99,906.64 |
| Maintenance: | \$0.00 |
| Other: | \$59,653.22 |
| Trade In: | \$0.00 |
| Grand Total: | \$159,559.86 |

Or

Total Monthly Price Option: \$0.00

*Other - The Other totals include miscellaneous charges including Minor Materials, Expedites, and special fees.

General Terms and Conditions of Monthly Payment Option:

BUDGETARY

Verizon Select Services Inc.



- * The monthly payments provided above are for discussion purposes only, shall not be deemed to be legally binding on any party, and assume that payments are collected in advance.
- * The Monthly Payment Option is subject to Verizon Credit Inc.'s internal approval of the transaction, including but not limited to the credit approval of Customer and execution of mutually acceptable documentation.
- * All expenses related to the Equipment and this transaction, including but not limited to, taxes insurance and maintenance, are the responsibility of the Customer.
- * FMV Lease: At the expiration of the Lease, Customer shall have the option to purchase the Equipment at its then fair market value. If this purchase option is not exercised, Customer shall either (i) renew the Lease with respect to the Equipment, or (ii) return the Equipment to Verizon Credit Inc.



Quote Header: **Quote Level Title/Description:**
 Disaster Recovery site removed - Hardware Maintenance removed

| <u>Account Manager</u> | <u>Customer Name</u> | <u>Quote #</u> | <u>Revision</u> |
|------------------------|----------------------|----------------|-----------------|
| KATHERINE ING | TOWN OF CANTON CT | 1-FOP7Y1 | 6 |

(860) 904-1720

| <u>SE</u> | <u>Primary Transport Service</u> | <u>Currency</u> | <u>Quote Date</u> |
|------------------|----------------------------------|-----------------|-------------------|
| RAYMOND PEZZULLO | | USD | 4/13/2012 |

| <u>Billing Method:</u> | <u>Finance/Lease Term:</u> |
|------------------------|----------------------------|
| VCI Leasing | 60 Months |

Equipment & Services by Site:

| <u>Site Level Title/Description:</u> | <u>Maintenance Payment Option:</u> |
|--------------------------------------|------------------------------------|
| Cherry Brook | Prepaid |

Site ID: 1-IJA2AV **Site Name:** 1-F36OML CHERRY BROOK

CPE and Related Services for this Site will be provided by:

| <u>Verizon Entity:</u> | <u>Verizon Country:</u> |
|-----------------------------|-------------------------|
| Verizon Select Services Inc | USA |

| <u>Site Address:</u> | <u>Bill To:</u> | <u>Ship To:</u> |
|---|---|---|
| 4 MARKET ST CANTON, CT, 06019 USA | 4 MARKET ST CANTON, CT, 06019 USA | 4 MARKET ST CANTON, CT, 06019 USA |

| <u>Material Code</u> | <u>Part Number</u> | <u>Description</u> | <u>Qty</u> | <u>Unit MLP</u> | <u>Extended MLP</u> | <u>Unit Sale Price</u> | <u>Extended Sales Price</u> |
|----------------------|--------------------|-------------------------------------|------------|-----------------|---------------------|------------------------|-----------------------------|
| 73173694 | 1200740E1 | NETVANTA 6355 POE | 1 | \$3,295.00 | \$3,295.00 | \$1,868.64 | \$1,868.64 |
| 73132675 | 1200481E1 | NETVANTA 1000BASELX LC SFP | 2 | \$495.00 | \$990.00 | \$280.27 | \$560.54 |
| | 1100ALS1002 5N | ON-SITE INSTALLATION | 1 | | | \$963.00 | \$963.00 |
| 73379777 | GBLCC-D1-03 | LC SC DUPLEX SM 3M GB 22073057 | 2 | \$29.11 | \$58.22 | \$25.87 | \$51.74 |
| 73437696 | SMT1500RM 2U | APC SMART-UPS 1500VA LCD RM 2U 120V | 1 | \$1,040.00 | \$1,040.00 | \$733.09 | \$733.09 |

Additional Notes:

| <u>Site</u> | <u>Description</u> |
|-------------|--------------------|
|-------------|--------------------|



Site Level Title/Description:

Maintenance Payment Option: Prepaid

Cherry Brook

Site ID: 1-IJA2AV

Site Name: 1-F36OML CHERRY BROOK

CPE and Related Services for this Site will be provided by:

Verizon Entity: Verizon Country:
 Verizon Select Services Inc USA

Site 1-IJA2AV Sub Totals

| | |
|--------------------------------------|------------|
| Equipment: | \$3,214.01 |
| Labor: | \$963.00 |
| Maintenance: | \$0.00 |
| Other: | \$0.00 |
| Trade In: | \$0.00 |
| Site Total: | \$4,177.01 |
| Shipping & Handling Total: | \$50.80 |
| Site Total with Shipping & Handling: | \$4,227.81 |
| Or | |
| Site Monthly Price Option: | \$77.15 |

Site Level Title/Description:

Maintenance Payment Option: Prepaid

Town Garage

Site ID: 1-IINOQG

Site Name: 1-F36OIE TOWN GARAGE

CPE and Related Services for this Site will be provided by:

Verizon Entity: Verizon Country:
 Verizon Select Services Inc USA

| | | |
|----------------------|-------------------|-------------------|
| Site Address: | Bill To: | Ship To: |
| 4 MARKT ST | 4 MARKT ST | 4 MARKT ST |
| CANTON, CT, 06019 | CANTON, CT, 06019 | CANTON, CT, 06019 |
| USA | USA | USA |

| Material Code | Part Number | Description | Qty | Unit MLP | Extended MLP | Unit Sale Price | Extended Sales Price |
|---------------|----------------|----------------------------|-----|------------|--------------|-----------------|----------------------|
| 73173694 | 1200740E1 | NETVANTA 6355 POE | 1 | \$3,295.00 | \$3,295.00 | \$1,868.64 | \$1,868.64 |
| 73132675 | 1200481E1 | NETVANTA 1000BASELX LC SFP | 2 | \$495.00 | \$990.00 | \$280.27 | \$560.54 |
| 73267267 | 1200743G1 | IP 331 | 3 | \$172.00 | \$516.00 | \$104.00 | \$312.00 |
| 73186328 | 1200769E1#B | IP 706 BLACK | 1 | \$249.00 | \$249.00 | \$150.09 | \$150.09 |
| | 1100ALS1002 5N | ON-SITE INSTALLATION | 1 | | | \$963.00 | \$963.00 |



Site Level Title/Description:
Town Garage

Maintenance Payment Option: Prepaid

Site ID: 1-IINOQG

Site Name: 1-F36OIE TOWN GARAGE

CPE and Related Services for this Site will be provided by:

Verizon Entity: Verizon Select Services Inc
Verizon Country: USA

| <u>Material Code</u> | <u>Part Number</u> | <u>Description</u> | <u>Qty</u> | <u>Unit MLP</u> | <u>Extended MLP</u> | <u>Unit Sale Price</u> | <u>Extended Sales Price</u> |
|----------------------|--------------------|---|------------|-----------------|---------------------|------------------------|-----------------------------|
| | 1100ALS1001 1UC | ON-SITE INSTALLATION | 4 | | | \$30.40 | \$121.60 |
| 73379777 | GBLCC-D1- 03 | LC SC DUPLEX SM 3M GB 22073057 | 2 | \$29.11 | \$58.22 | \$25.87 | \$51.74 |
| 73437696 | SMT1500RM 2U | APC SMART-UPS 1500VA LCD RM 2U 120V | 1 | \$1,040.00 | \$1,040.00 | \$733.09 | \$733.09 |

Additional Notes:

| <u>Site</u> | <u>Description</u> |
|-------------|--------------------|
|-------------|--------------------|

Site 1-IINOQG Sub Totals

| | |
|--------------------------------------|------------|
| Equipment: | \$3,676.10 |
| Labor: | \$1,084.60 |
| Maintenance: | \$0.00 |
| Other: | \$0.00 |
| Trade In: | \$0.00 |
| Site Total: | \$4,760.70 |
| Shipping & Handling Total: | \$58.70 |
| Site Total with Shipping & Handling: | \$4,819.40 |
| Or | |
| Site Monthly Price Option: | \$87.95 |

Site Level Title/Description:
Water Department

Maintenance Payment Option: Prepaid

Site ID: 1-JA2AL

Site Name: 1-F36OII WATER DEPARTMENT

CPE and Related Services for this Site will be provided by:

Verizon Entity: Verizon Select Services Inc
Verizon Country: USA

Site Address:

Bill To:

Ship To:

4 MARKET ST
CANTON, CT, 06019
USA

4 MARKET ST
CANTON, CT, 06019
USA

4 MARKET ST
CANTON, CT, 06019
USA



Site Level Title/Description:

Water Department

Maintenance Payment Option: Prepaid

Site ID: 1-IJA2AL

Site Name: 1-F36OII WATER DEPARTMENT

CPE and Related Services for this Site will be provided by:

Verizon Entity:

Verizon Select Services Inc

Verizon Country:

USA

| <u>Material Code</u> | <u>Part Number</u> | <u>Description</u> | <u>Qty</u> | <u>Unit MLP</u> | <u>Extended MLP</u> | <u>Unit Sale Price</u> | <u>Extended Sales Price</u> |
|----------------------|--------------------|-------------------------------------|------------|-----------------|---------------------|------------------------|-----------------------------|
| 73173694 | 1200740E1 | NETVANTA 6355 POE | 1 | \$3,295.00 | \$3,295.00 | \$1,868.64 | \$1,868.64 |
| 73132675 | 1200481E1 | NETVANTA 1000BASELX LC SFP | 2 | \$495.00 | \$990.00 | \$280.27 | \$560.54 |
| 73267267 | 1200743G1 | IP 331 | 5 | \$172.00 | \$860.00 | \$104.00 | \$520.00 |
| | 1100ALS1002 5N | ON-SITE INSTALLATION | 1 | | | \$963.00 | \$963.00 |
| | 1100ALS1001 1UC | ON-SITE INSTALLATION | 5 | | | \$30.40 | \$152.00 |
| 73379777 | GBLCC-D1-03 | LC SC DUPLEX SM 3M GB 22073057 | 2 | \$29.11 | \$58.22 | \$25.87 | \$51.74 |
| 73437696 | SMT1500RM 2U | APC SMART-UPS 1500VA LCD RM 2U 120V | 1 | \$1,040.00 | \$1,040.00 | \$733.09 | \$733.09 |

Additional Notes:

| <u>Site</u> | <u>Description</u> |
|-------------|--------------------|
|-------------|--------------------|

Site 1-IJA2AL Sub Totals

| | |
|--------------------------------------|------------|
| Equipment: | \$3,734.01 |
| Labor: | \$1,115.00 |
| Maintenance: | \$0.00 |
| Other: | \$0.00 |
| Trade In: | \$0.00 |
| Site Total: | \$4,849.01 |
| Shipping & Handling Total: | \$59.52 |
| Site Total with Shipping & Handling: | \$4,908.53 |
| Or | |
| Site Monthly Price Option: | \$89.57 |



Site Level Title/Description:
Mills Pond Park

Maintenance Payment Option: Prepaid

Site ID: 1-IJA2AQ

Site Name: 1-F36OIM MILLS POND PARK

CPE and Related Services for this Site will be provided by:

Verizon Entity: Verizon Select Services Inc
Verizon Country: USA

Site Address:

Bill To:

Ship To:

4 MARKET ST
CANTON, CT, 06019
USA

4 MARKET ST
CANTON, CT, 06019
USA

4 MARKET ST
CANTON, CT, 06019
USA

| <u>Material Code</u> | <u>Part Number</u> | <u>Description</u> | <u>Qty</u> | <u>Unit MLP</u> | <u>Extended MLP</u> | <u>Unit Sale Price</u> | <u>Extended Sales Price</u> |
|----------------------|--------------------|-------------------------------------|------------|-----------------|---------------------|------------------------|-----------------------------|
| 73173694 | 1200740E1 | NETVANTA 6355 POE | 1 | \$3,295.00 | \$3,295.00 | \$1,868.64 | \$1,868.64 |
| 73132675 | 1200481E1 | NETVANTA 1000BASELX LC SFP | 2 | \$495.00 | \$990.00 | \$280.27 | \$560.54 |
| 73150305 | 1700412E1 | NETVANTA 150 | 2 | \$425.00 | \$850.00 | \$256.45 | \$512.90 |
| 73248391 | 1700405G1 | CEILING BRACKET (NETVANTA 150) | 2 | \$35.00 | \$70.00 | \$34.27 | \$68.54 |
| 73267267 | 1200743G1 | IP 331 | 2 | \$172.00 | \$344.00 | \$104.00 | \$208.00 |
| | 1100ALS1002 5N | ON-SITE INSTALLATION | 1 | | | \$963.00 | \$963.00 |
| | 1100ALS1001 1UC | ON-SITE INSTALLATION | 2 | | | \$30.40 | \$60.80 |
| | 1100ALS1001 4N | ON SITE INSTALLATION | 2 | | | \$111.86 | \$223.72 |
| 73379777 | GBLCC-D1-03 | LC SC DUPLEX SM 3M GB 22073057 | 2 | \$29.11 | \$58.22 | \$25.87 | \$51.74 |
| 73437696 | SMT1500RM 2U | APC SMART-UPS 1500VA LCD RM 2U 120V | 1 | \$1,040.00 | \$1,040.00 | \$733.09 | \$733.09 |

Additional Notes:

| <u>Site</u> | <u>Description</u> |
|-------------|--------------------|
|-------------|--------------------|



Site Level Title/Description:

Maintenance Payment Option: Prepaid

Mills Pond Park

Site ID: 1-IJA2AQ

Site Name: 1-F36OIM MILLS POND PARK

CPE and Related Services for this Site will be provided by:

Verizon Entity: Verizon Select Services Inc
Verizon Country: USA

Site 1-IJA2AQ Sub Totals

| | |
|---|------------|
| Equipment: | \$4,003.45 |
| Labor: | \$1,247.52 |
| Maintenance: | \$0.00 |
| Other: | \$0.00 |
| Trade In: | \$0.00 |
| Site Total: | \$5,250.97 |
| Shipping & Handling Total: | \$63.03 |
| Site Total with Shipping & Handling: | \$5,314.00 |
| Or | |
| Site Monthly Price Option: | \$96.97 |

Site Level Title/Description:

Maintenance Payment Option: Prepaid

Police

Site ID: 1-IINOQ6

Site Name: 1-F36OI6 POLICE

CPE and Related Services for this Site will be provided by:

Verizon Entity: Verizon Select Services Inc
Verizon Country: USA

Site Address:

Bill To:

Ship To:

4 MARKET ST
 CANTON, CT, 0609
 USA

4 MARKET ST
 CANTON, CT, 0609
 USA

4 MARKET ST
 CANTON, CT, 0609
 USA

| <u>Material Code</u> | <u>Part Number</u> | <u>Description</u> | <u>Qty</u> | <u>Unit MLP</u> | <u>Extended MLP</u> | <u>Unit Sale Price</u> | <u>Extended Sales Price</u> |
|----------------------|--------------------|----------------------------|------------|-----------------|---------------------|------------------------|-----------------------------|
| 73173694 | 1200740E1 | NETVANTA 6355 POE | 1 | \$3,295.00 | \$3,295.00 | \$1,868.64 | \$1,868.64 |
| 73132675 | 1200481E1 | NETVANTA 1000BASELX LC SFP | 2 | \$495.00 | \$990.00 | \$280.27 | \$560.54 |
| 73267267 | 1200743G1 | IP 331 | 23 | \$172.00 | \$3,956.00 | \$104.00 | \$2,392.00 |
| 73186328 | 1200769E1#B | IP 706 BLACK | 2 | \$249.00 | \$498.00 | \$150.09 | \$300.18 |
| | 1100ALS1002 5N | ON-SITE INSTALLATION | 1 | | | \$963.00 | \$963.00 |

Quote # 1-FOP7Y1

All pricing is valid until: 05/19/2012

Quotes are exclusive of Taxes

Verizon proprietary information

Page 6 of 21

The equipment listed on this quote is solely for domestic use in the United States
 Contracting entities and Exchange Rate rules will be as defined in the contractual agreement



Site Level Title/Description:

Maintenance Payment Option: Prepaid

Police

Site ID: 1-IINOQ6

Site Name: 1-F36O16 POLICE

CPE and Related Services for this Site will be provided by:

Verizon Entity: Verizon Country:
Verizon Select Services Inc USA

| <u>Material Code</u> | <u>Part Number</u> | <u>Description</u> | <u>Qty</u> | <u>Unit MLP</u> | <u>Extended MLP</u> | <u>Unit Sale Price</u> | <u>Extended Sales Price</u> |
|----------------------|--------------------|---|------------|-----------------|---------------------|------------------------|-----------------------------|
| | 1100ALS1001 1UC | ON-SITE INSTALLATION | 25 | | | \$30.40 | \$760.00 |
| 73379777 | GBLCC-D1- 03 | LC SC DUPLEX SM 3M GB 22073057 | 2 | \$29.11 | \$58.22 | \$25.87 | \$51.74 |
| 73437696 | SMT1500RM 2U | APC SMART-UPS 1500VA LCD RM 2U 120V | 1 | \$1,040.00 | \$1,040.00 | \$733.09 | \$733.09 |
| 73203603 | 1700595G1 | NETVANTA 1234 POE | 1 | \$1,445.00 | \$1,445.00 | \$819.77 | \$819.77 |
| 73248387 | 1200484G1 | SFP INTERCONNECT CABLE, V 1M | 1 | \$195.00 | \$195.00 | \$118.18 | \$118.18 |

Additional Notes:

| <u>Site</u> | <u>Description</u> |
|-------------|--------------------|
|-------------|--------------------|

Site 1-IINOQ6 Sub Totals

| | |
|--------------------------------------|------------|
| Equipment: | \$6,844.14 |
| Labor: | \$1,723.00 |
| Maintenance: | \$0.00 |
| Other: | \$0.00 |
| Trade In: | \$0.00 |
| Site Total: | \$8,567.14 |
| Shipping & Handling Total: | \$111.07 |
| Site Total with Shipping & Handling: | \$8,678.21 |
| Or | |
| Site Monthly Price Option: | \$158.38 |

Site Level Title/Description:

Maintenance Payment Option: Prepaid

Firestation

Site ID: 1-IINOQB

Site Name: 1-F36O1A FIRESTATION

CPE and Related Services for this Site will be provided by:

Verizon Entity: Verizon Country:
Verizon Select Services Inc USA

Site Address:

Bill To:

Ship To:



Site Level Title/Description:

Maintenance Payment Option: Prepaid

Firestation

Site ID: 1-IINOQB

Site Name: 1-F36QIA FIRESTATION

CPE and Related Services for this Site will be provided by:

Verizon Entity:

Verizon Country:

Verizon Select Services Inc

USA

4 MARKET ST

4 MARKET ST

4 MARKET ST

CANTON, CT, 06019

CANTON, CT, 06019

CANTON, CT, 06019

USA

USA

USA

| Material Code | Part Number | Description | Qty | Unit MLP | Extended MLP | Unit Sale Price | Extended Sales Price |
|---------------|-----------------|-------------------------------------|-----|------------|--------------|-----------------|----------------------|
| 73173694 | 1200740E1 | NETVANTA 6355 POE | 1 | \$3,295.00 | \$3,295.00 | \$1,868.64 | \$1,868.64 |
| 73132675 | 1200481E1 | NETVANTA 1000BASELX LC SFP | 2 | \$495.00 | \$990.00 | \$280.27 | \$560.54 |
| 73150305 | 1700412E1 | NETVANTA 150 | 1 | \$425.00 | \$425.00 | \$256.45 | \$256.45 |
| 73248391 | 1700405G1 | CEILING BRACKET (NETVANTA 150) | 1 | \$35.00 | \$35.00 | \$34.27 | \$34.27 |
| 73267267 | 1200743G1 | IP 331 | 3 | \$172.00 | \$516.00 | \$104.00 | \$312.00 |
| | 1100ALS1002 5N | ON-SITE INSTALLATION | 1 | | | \$963.00 | \$963.00 |
| | 1100ALS1001 1UC | ON-SITE INSTALLATION | 3 | | | \$30.40 | \$91.20 |
| | 1100ALS1001 4N | ON SITE INSTALLATION | 1 | | | \$111.86 | \$111.86 |
| 73379777 | GBLCC-D1-03 | LC SC DUPLEX SM 3M GB 22073057 | 2 | \$29.11 | \$58.22 | \$25.87 | \$51.74 |
| 73437696 | SMT1500RM 2U | APC SMART-UPS 1500VA LCD RM 2U 120V | 1 | \$1,040.00 | \$1,040.00 | \$733.09 | \$733.09 |

Additional Notes:

| Site | Description |
|------|-------------|
|------|-------------|



Site Level Title/Description:

Maintenance Payment Option: Prepaid

Firestation

Site ID: 1-IINOQB

Site Name: 1-F36OIA FIRESTATION

CPE and Related Services for this Site will be provided by:

Verizon Entity:

Verizon Country:

Verizon Select Services Inc

USA

Site 1-IINOQB Sub Totals

| | |
|---|------------|
| Equipment: | \$3,816.73 |
| Labor: | \$1,166.06 |
| Maintenance: | \$0.00 |
| Other: | \$0.00 |
| Trade In: | \$0.00 |
| Site Total: | \$4,982.79 |
| Shipping & Handling Total: | \$60.40 |
| Site Total with Shipping & Handling: | \$5,043.19 |
| Or | |
| Site Monthly Price Option: | \$92.03 |

Site Level Title/Description:

Maintenance Payment Option: Prepaid

BOE Central Services

Site ID: 1-IINOPR

Site Name: 1-F2VBZQ BOE CENTRAL SERVICES

CPE and Related Services for this Site will be provided by:

Verizon Entity:

Verizon Country:

Verizon Select Services Inc

USA

Site Address:

Bill To:

Ship To:

4 MARKET ST
CANTON, CT, 06019
USA

4 MARKET ST
CANTON, CT, 06019
USA

4 MARKET ST
CANTON, CT, 06019
USA

| <u>Material Code</u> | <u>Part Number</u> | <u>Description</u> | <u>Qty</u> | <u>Unit MLP</u> | <u>Extended MLP</u> | <u>Unit Sale Price</u> | <u>Extended Sales Price</u> |
|----------------------|--------------------|-------------------------------|------------|-----------------|---------------------|------------------------|-----------------------------|
| 73173694 | 1200740E1 | NETVANTA 6355 POE | 1 | \$3,295.00 | \$3,295.00 | \$1,868.64 | \$1,868.64 |
| 73132675 | 1200481E1 | NETVANTA 1000BASELX LC SFP | 2 | \$495.00 | \$990.00 | \$280.27 | \$560.54 |
| 73267267 | 1200743G1 | IP 331 | 5 | \$172.00 | \$860.00 | \$104.00 | \$520.00 |
| 73186328 | 1200769E1#B | IP 706 BLACK | 7 | \$249.00 | \$1,743.00 | \$150.09 | \$1,050.63 |



Site Level Title/Description:

Maintenance Payment Option: Prepaid

BOE Central Services

Site ID: 1-IINOPR

Site Name: 1-F2VBZQ BOE CENTRAL SERVICES

CPE and Related Services for this Site will be provided by:

Verizon Entity:

Verizon Country:

Verizon Select Services Inc

USA

| <u>Material Code</u> | <u>Part Number</u> | <u>Description</u> | <u>Qty</u> | <u>Unit MLP</u> | <u>Extended MLP</u> | <u>Unit Sale Price</u> | <u>Extended Sales Price</u> |
|----------------------|--------------------|---|------------|-----------------|---------------------|------------------------|-----------------------------|
| | SERVICE PROJ MGR R | PROJECT MANAGER SERVICES - OFFICE HOURS | 20 | | | \$153.01 | \$3,060.20 |
| | PS-SNY-SNE R | CISCO SR. NETWORK ENGINEER - OFFICE HOURS | 10 | | | \$159.30 | \$1,593.00 |
| | 1100ALS1002 5N | ON-SITE INSTALLATION | 1 | | | \$963.00 | \$963.00 |
| | 1100ALS1001 1UC | ON-SITE INSTALLATION | 10 | | | \$30.40 | \$304.00 |
| 73379777 | GBLCC-D1-03 | LC SC DUPLEX SM 3M GB 22073057 | 2 | \$29.11 | \$58.22 | \$25.87 | \$51.74 |
| 73101828 | GBLCC-D2-03 | LC SC DUPLEX 62.5 MM 3MTR 22073049 | 2 | \$24.46 | \$48.92 | \$21.74 | \$43.48 |
| 73437696 | SMT1500RM 2U | APC SMART-UPS 1500VA LCD RM 2U 120V | 1 | \$1,040.00 | \$1,040.00 | \$733.09 | \$733.09 |
| 73294922 | 1200749G1 | IP 6000 | 1 | \$1,184.00 | \$1,184.00 | \$713.82 | \$713.82 |

Additional Notes:

| Site | Description |
|------|-------------|
|------|-------------|

Site 1-IINOPR Sub Totals

| | |
|--------------------------------------|-------------|
| Equipment: | \$5,541.94 |
| Labor: | \$5,920.20 |
| Maintenance: | \$0.00 |
| Other: | \$0.00 |
| Trade In: | \$0.00 |
| Site Total: | \$11,462.14 |
| Shipping & Handling Total: | \$91.64 |
| Site Total with Shipping & Handling: | \$11,553.78 |
| Or | |
| Site Monthly Price Option: | \$210.85 |



Site Level Title/Description:

Maintenance Payment Option: Prepaid

Community Center Library

Site ID: 1-IINQPW

Site Name: 1-F36OHY COMMUNITY CENTER LIBRARY

CPE and Related Services for this Site will be provided by:

Verizon Entity: Verizon Country:
Verizon Select Services Inc USA

Site Address:

Bill To:

Ship To:

4 MARKET ST
CANTON, CT, 06019
USA

4 MARKET ST
CANTON, CT, 06019
USA

4 MARKET ST
CANTON, CT, 06019
USA

| <u>Material Code</u> | <u>Part Number</u> | <u>Description</u> | <u>Qty</u> | <u>Unit MLP</u> | <u>Extended MLP</u> | <u>Unit Sale Price</u> | <u>Extended Sales Price</u> |
|----------------------|--------------------|------------------------------------|------------|-----------------|---------------------|------------------------|-----------------------------|
| 73295629 | 1951101CAG 1 | NVUC ECS CORP BN DL 100 ADV LIC | 1 | \$16,750.00 | \$16,750.00 | \$9,636.49 | \$9,636.49 |
| 73295519 | 1955201BSG 1 | NVUC SRV UPGRD 200B SIP LIC | 1 | \$22,500.00 | \$22,500.00 | \$13,561.36 | \$13,561.36 |
| 73295534 | 1955250BSG 1 | NVUC SRV UPGRD 25B SIP LIC | 1 | \$2,800.00 | \$2,800.00 | \$1,687.64 | \$1,687.64 |
| 73173694 | 1200740E1 | NETVANTA 6355 POE | 1 | \$3,295.00 | \$3,295.00 | \$1,868.64 | \$1,868.64 |
| 73116035 | 1200695L1 | NETVANTA T1/PRI VIM | 1 | \$400.00 | \$400.00 | \$226.91 | \$226.91 |
| 73203603 | 1700595G1 | NETVANTA 1234 POE | 1 | \$1,445.00 | \$1,445.00 | \$819.77 | \$819.77 |
| 73132675 | 1200481E1 | NETVANTA 1000BASELX LC SFP | 2 | \$495.00 | \$990.00 | \$280.27 | \$560.54 |
| 73490161 | 4202820L1 | NV3430 2ND GEN W DUAL T1 | 1 | \$1,540.00 | \$1,540.00 | \$928.91 | \$928.91 |
| 73267267 | 1200743G1 | IP 331 | 29 | \$172.00 | \$4,988.00 | \$104.00 | \$3,016.00 |
| 73186328 | 1200769E1#B | IP 706 BLACK | 1 | \$249.00 | \$249.00 | \$150.09 | \$150.09 |
| 73150305 | 1700412E1 | NETVANTA 150 | 6 | \$425.00 | \$2,550.00 | \$256.45 | \$1,538.70 |
| 73248391 | 1700405G1 | CEILING BRACKET (NETVANTA 150) | 6 | \$35.00 | \$210.00 | \$34.27 | \$205.62 |



Site Level Title/Description:

Maintenance Payment Option: Prepaid

Community Center Library

Site ID: 1-JINOPW

Site Name: 1-F36OHY COMMUNITY CENTER LIBRARY

CPE and Related Services for this Site will be provided by:

Verizon Entity:

Verizon Country:

Verizon Select Services Inc

USA

| Material Code | Part Number | Description | Qty | Unit MLP | Extended MLP | Unit Sale Price | Extended Sales Price |
|----------------------------|--------------------|---|-----|------------|--------------|-----------------|----------------------|
| | SERVICE PROJ MGR R | PROJECT MANAGER SERVICES - OFFICE HOURS | 20 | | | \$153.01 | \$3,060.20 |
| | PS-SNY-SNE R | CISCO SR. NETWORK ENGINEER - OFFICE HOURS | 10 | | | \$159.30 | \$1,593.00 |
| | 1100ALS3000 2ECS | ON-SITE INSTALLATION | 1 | | | \$3,234.32 | \$3,234.32 |
| | 1100ALS1001 1UC | ON-SITE INSTALLATION | 30 | | | \$30.40 | \$912.00 |
| | 1100ALS1001 9UC | ON-SITE INSTALLATION | 1 | | | \$549.59 | \$549.59 |
| | 1100ALS1002 0UC | ON-SITE INSTALLATION | 1 | | | \$607.95 | \$607.95 |
| | 1100ALS1001 4UC | ON-SITE INSTALLATION | 1 | | | \$111.86 | \$111.86 |
| | 1100ALS1001 8UC | ON-SITE INSTALLATION | 1 | | | \$549.59 | \$549.59 |
| | 1100ALS1001 0UC | ON-SITE INSTALLATION | 20 | | | \$29.18 | \$583.60 |
| | 1101102N5 | ACES ON-SITE INSTALL | 1 | | | \$963.00 | \$963.00 |
| | 1100ALS1002 5N | ON-SITE INSTALLATION | 1 | | | \$963.00 | \$963.00 |
| | 1100ALS1001 4N | ON SITE INSTALLATION | 6 | | | \$111.86 | \$671.16 |
| | 1951101CAG 1#SA12 | NVUC ECS CORP BNDL 100 ADVSA12 | 2 | \$1,620.00 | | | \$3,171.38 |
| Maintenance Term (Months): | 12 | | | | | | |
| | 1955250BSG 1#SA12 | NVUC SRV UPGRD 25B SIP SA12 | 2 | \$340.00 | | | \$665.60 |
| Maintenance Term (Months): | 12 | | | | | | |
| | 1955201BSG 1#SA12 | NVUC SRV UPGRD 200B SIP SA12 | 2 | \$2,700.00 | | | \$5,285.64 |
| Maintenance Term (Months): | 12 | | | | | | |
| | 1951101CAG 1#SA36 | NVUC ECS CORP BNDL 100 ADVSA36 | 1 | \$4,050.00 | | | \$3,964.24 |
| Maintenance Term (Months): | 12 | | | | | | |
| | 1955250BSG 1#SA36 | NVUC SRV UPGRD 25B SIP SA36 | 1 | \$810.00 | | | \$792.85 |



Site Level Title/Description:

Community Center Library

Maintenance Payment Option: Prepaid

Site ID: 1-IINOPW

Site Name: 1-F36OHY COMMUNITY CENTER LIBRARY

CPE and Related Services for this Site will be provided by:

Verizon Entity: Verizon Select Services Inc
 Verizon Country: USA

| Material Code | Part Number | Description | Qty | Unit MLP | Extended MLP | Unit Sale Price | Extended Sales Price |
|----------------------------|----------------------|---|-----|------------|--------------|-----------------|----------------------|
| Maintenance Term (Months): | | 12 | | | | | |
| | 1955201BSG 1#SA36 | NVUC SRV UPGRD 200B SIP SA36 | 1 | \$6,500.00 | | | \$6,362.35 |
| Maintenance Term (Months): | | 12 | | | | | |
| 73101828 | GBLCC-D2-03 | LC SC DUPLEX 62.5 MM 3MTR 22073049 | 2 | \$24.46 | \$48.92 | \$21.74 | \$43.48 |
| 73437701 | SMT3000RM 2U | APC SMART-UPS 3000VA RM 2U LCD 120V | 1 | \$1,890.00 | \$1,890.00 | \$1,335.09 | \$1,335.09 |
| 73379777 | GBLCC-D1-03 | LC SC DUPLEX SM 3M GB 22073057 | 20 | \$29.11 | \$582.20 | \$25.87 | \$517.40 |
| 73553410 | 613461444 | TOWN OF CANTON,CT - POWEREDGE R310 CHASSIS, UP TO 4 CABLED HARD DRIVES AND QUAD PACK LED DIAGNOSTICS | 1 | \$3,153.02 | \$3,153.02 | \$3,120.78 | \$3,120.78 |
| | PROJECT COORD R | PROJECT COORDINATION - OFFICE HOURS | 7 | | | \$71.43 | \$500.01 |

Additional Notes:

| Site | Description |
|------|-------------|
|------|-------------|

Site 1-IINOPW Sub Totals

| | |
|--------------------------------------|-------------|
| Equipment: | \$39,217.42 |
| Labor: | \$14,299.28 |
| Maintenance: | \$20,242.06 |
| Other: | \$0.00 |
| Trade in: | \$0.00 |
| Site Total: | \$73,758.76 |
| Shipping & Handling Total: | \$228.84 |
| Site Total with Shipping & Handling: | \$73,987.60 |
| Or | |
| Site Monthly Price Option: | \$1,350.27 |



Site Level Title/Description:

Maintenance Payment Option: Prepaid

Town Hall

Site ID: 1-IINOQ1

Site Name: 1-F36O12 TOWN HALL

CPE and Related Services for this Site will be provided by:

Verizon Entity: Verizon Select Services Inc
Verizon Country: USA

Site Address:

Bill To:

Ship To:

4 MARKET ST
 CANTON, CT, 06019
 USA

4 MARKET ST
 CANTON, CT, 06019
 USA

4 MARKET ST
 CANTON, CT, 06019
 USA

| Material Code | Part Number | Description | Qty | Unit MLP | Extended MLP | Unit Sale Price | Extended Sales Price |
|---------------|--------------------|--|-----|------------|--------------|-----------------|----------------------|
| 73173694 | 1200740E1 | NETVANTA 6355 POE | 1 | \$3,295.00 | \$3,295.00 | \$1,868.64 | \$1,868.64 |
| 73440241 | 1700546G1#1 20 | NV 1544F, 120VAC | 2 | \$3,995.00 | \$7,990.00 | \$2,266.91 | \$4,533.82 |
| 73203603 | 1700595G1 | NETVANTA 1234 POE | 1 | \$1,445.00 | \$1,445.00 | \$819.77 | \$819.77 |
| 73132675 | 1200481E1 | NETVANTA 1000BASELX LC SFP | 20 | \$495.00 | \$9,900.00 | \$280.27 | \$5,605.40 |
| 73132555 | 1200480E1 | NETVANTA 1000BASESX LC SFP | 8 | \$295.00 | \$2,360.00 | \$166.82 | \$1,334.56 |
| 73248387 | 1200484G1 | SFP INTERCONNECT CABLE, V 1M | 4 | \$195.00 | \$780.00 | \$118.18 | \$472.72 |
| 73267267 | 1200743G1 | IP 331 | 24 | \$172.00 | \$4,128.00 | \$104.00 | \$2,496.00 |
| 73186328 | 1200769E1#B | IP 706 BLACK | 2 | \$249.00 | \$498.00 | \$150.09 | \$300.18 |
| | 1100ALS1001 1UC | ON-SITE INSTALLATION | 26 | | | \$30.40 | \$790.40 |
| | 1100ALS1002 5N | ON-SITE INSTALLATION | 1 | | | \$963.00 | \$963.00 |
| | 1101102N3 | ACES ON-SITE INSTALL | 2 | | | \$695.50 | \$1,391.00 |
| 73379777 | GBLCC-D1- 03 | LC SC DUPLEX SM 3M GB 22073057 | 8 | \$29.11 | \$232.88 | \$25.87 | \$206.96 |
| 73241542 | SM-PC5BE- YL-10 | CAT5E NO BOOTS 10FT QUABBIN LABELED BOTH ENDS NETSOURCE | 100 | \$6.73 | \$673.00 | \$6.01 | \$601.00 |

Quote # 1-FOP7Y1

All pricing is valid until: 05/19/2012
 Quotes are exclusive of Taxes
 Verizon proprietary information

The equipment listed on this quote is solely for domestic use in the United States
 Contracting entities and Exchange Rate rules will be as defined in the contractual agreement



Site Level Title/Description:

Maintenance Payment Option: Prepaid

Town Hall

Site ID: 1-IINOQ1

Site Name: 1-F36OI2 TOWN HALL

CPE and Related Services for this Site will be provided by:

Verizon Entity: Verizon Country:
Verizon Select Services Inc USA

| Material Code | Part Number | Description | Qty | Unit MLP | Extended MLP | Unit Sale Price | Extended Sales Price |
|---------------|-----------------|---|-----|------------|--------------|-----------------|----------------------|
| 73437701 | SMT3000RM 2U | APC SMART-UPS 3000VA RM 2U LCD 120V | 1 | \$1,890.00 | \$1,890.00 | \$1,335.09 | \$1,335.09 |

Additional Notes:

| Site | Description |
|------|-------------|
|------|-------------|

Site 1-IINOQ1 Sub Totals

| | |
|--------------------------------------|-------------|
| Equipment: | \$19,574.14 |
| Labor: | \$3,144.40 |
| Maintenance: | \$0.00 |
| Other: | \$0.00 |
| Trade In: | \$0.00 |
| Site Total: | \$22,718.54 |
| Shipping & Handling Total: | \$312.36 |
| Site Total with Shipping & Handling: | \$23,030.90 |
| Or | |
| Site Monthly Price Option: | \$420.31 |

Site Level Title/Description:

Maintenance Payment Option: Prepaid

Spares

Site ID: 1-IINOPH

Site Name: 1-F2VBZI SPARES

CPE and Related Services for this Site will be provided by:

Verizon Entity: Verizon Country:
Verizon Select Services Inc USA

Site Address:

Bill To:

Ship To:

4 MARKET ST
CANTON, CT, 06019
USA

4 MARKET ST
CANTON, CT, 06019
USA

4 MARKET ST
CANTON, CT, 06019
USA

| Material Code | Part Number | Description | Qty | Unit MLP | Extended MLP | Unit Sale Price | Extended Sales Price |
|---------------|-------------|--------------|-----|----------|--------------|-----------------|----------------------|
| 73150305 | 1700412E1 | NETVANTA 150 | 1 | \$425.00 | \$425.00 | \$256.45 | \$256.45 |



Site Level Title/Description:

Maintenance Payment Option: Prepaid

Spares

Site ID: 1-IINOPH

Site Name: 1-F2VBZI SPARES

CPE and Related Services for this Site will be provided by:

Verizon Entity:

Verizon Country:

Verizon Select Services Inc

USA

| <u>Material Code</u> | <u>Part Number</u> | <u>Description</u> | <u>Qty</u> | <u>Unit MLP</u> | <u>Extended MLP</u> | <u>Unit Sale Price</u> | <u>Extended Sales Price</u> |
|----------------------|--------------------|--------------------------|------------|-----------------|---------------------|------------------------|-----------------------------|
| 73203603 | 1700595G1 | NETVANTA 1234 POE | 1 | \$1,445.00 | \$1,445.00 | \$819.77 | \$819.77 |
| 73203605 | 1700599G1 | NETVANTA 1238 POE | 1 | \$2,195.00 | \$2,195.00 | \$1,244.64 | \$1,244.64 |
| 73467792 | 1702591G1 | NETVANTA 1534 POE SWITCH | 1 | \$2,895.00 | \$2,895.00 | \$1,642.91 | \$1,642.91 |
| 73440241 | 1700546G1#1 20 | NV 1544F, 120VAC | 1 | \$3,995.00 | \$3,995.00 | \$2,266.91 | \$2,266.91 |
| 73173694 | 1200740E1 | NETVANTA 6355 POE | 1 | \$3,295.00 | \$3,295.00 | \$1,868.64 | \$1,868.64 |
| 73267267 | 1200743G1 | IP 331 | 10 | \$172.00 | \$1,720.00 | \$104.00 | \$1,040.00 |
| 73186328 | 1200769E1#B | IP 706 BLACK | 5 | \$249.00 | \$1,245.00 | \$150.09 | \$750.45 |

Additional Notes:

| <u>Site</u> | <u>Description</u> |
|-------------|--------------------|
|-------------|--------------------|

Site 1-IINOPH Sub Totals

| | |
|--------------------------------------|-------------|
| Equipment: | \$9,889.77 |
| Labor: | \$0.00 |
| Maintenance: | \$0.00 |
| Other: | \$0.00 |
| Trade In: | \$0.00 |
| Site Total: | \$9,889.77 |
| Shipping & Handling Total: | \$156.46 |
| Site Total with Shipping & Handling: | \$10,046.23 |
| Or | |
| Site Monthly Price Option: | \$183.34 |



Site Level Title/Description:

Maintenance Payment Option: Prepaid

Canton Intermediate School

Site ID: 1-IINQPM

Site Name: 1-F2VBZM CANTON INTERMEDIATE SCHOOL

CPE and Related Services for this Site will be provided by:

Verizon Entity: Verizon Select Services Inc
Verizon Country: USA

Site Address:

Bill To:

Ship To:

4 MARKET ST
 CANTON, CT, 06019
 USA

4 MARKET ST
 CANTON, CT, 06019
 USA

4 MARKET ST
 CANTON, CT, 06019
 USA

| Material Code | Part Number | Description | Qty | Unit MLP | Extended MLP | Unit Sale Price | Extended Sales Price |
|---------------|-----------------|-------------------------------------|-----|------------|--------------|-----------------|----------------------|
| 73173694 | 1200740E1 | NETVANTA 6355 POE | 1 | \$3,295.00 | \$3,295.00 | \$1,868.64 | \$1,868.64 |
| 73467792 | 1702591G1 | NETVANTA 1534 POE SWITCH | 1 | \$2,895.00 | \$2,895.00 | \$1,642.91 | \$1,642.91 |
| 73203603 | 1700595G1 | NETVANTA 1234 POE | 2 | \$1,445.00 | \$2,890.00 | \$819.77 | \$1,639.54 |
| 73203605 | 1700599G1 | NETVANTA 1238 POE | 1 | \$2,195.00 | \$2,195.00 | \$1,244.64 | \$1,244.64 |
| 73132675 | 1200481E1 | NETVANTA 1000BASELX LC SFP | 2 | \$495.00 | \$990.00 | \$280.27 | \$560.54 |
| 73132555 | 1200480E1 | NETVANTA 1000BASESX LC SFP | 4 | \$295.00 | \$1,180.00 | \$166.82 | \$667.28 |
| 73267267 | 1200743G1 | IP 331 | 62 | \$172.00 | \$10,664.00 | \$104.00 | \$6,448.00 |
| 73186328 | 1200769E1#B | IP 706 BLACK | 5 | \$249.00 | \$1,245.00 | \$150.09 | \$750.45 |
| | 1100ALS1002 5N | ON-SITE INSTALLATION | 1 | | | \$963.00 | \$963.00 |
| | 1100ALS1001 1UC | ON-SITE INSTALLATION | 68 | | | \$30.40 | \$2,067.20 |
| 73101828 | GBLCC-D2-03 | LC SC DUPLEX 62.5 MM 3MTR 22073049 | 9 | \$24.46 | \$220.14 | \$21.74 | \$195.66 |
| 73437696 | SMT1500RM 2U | APC SMART-UPS 1500VA LCD RM 2U 120V | 5 | \$1,040.00 | \$5,200.00 | \$733.09 | \$3,665.45 |



Site Level Title/Description:

Canton Intermediate School

Maintenance Payment Option: Prepaid

Site ID: 1-IINOPM

Site Name: 1-F2VBZM CANTON INTERMEDIATE SCHOOL

CPE and Related Services for this Site will be provided by:

Verizon Entity: Verizon Select Services Inc
 Verizon Country: USA

| Material Code | Part Number | Description | Qty | Unit MLP | Extended MLP | Unit Sale Price | Extended Sales Price |
|---------------|----------------|--|-----|------------|--------------|-----------------|----------------------|
| 73241542 | SM-PC5BE-YL-10 | CAT5E NO BOOTS 10FT QUABBIN LABELED BOTH ENDS NETSOURCE | 115 | \$6.73 | \$773.95 | \$6.01 | \$691.15 |
| 73379777 | GBLCC-D1-03 | LC SC DUPLEX SM 3M GB 22073057 | 2 | \$29.11 | \$58.22 | \$25.87 | \$51.74 |
| 73294922 | 1200749G1 | IP 6000 | 1 | \$1,184.00 | \$1,184.00 | \$713.82 | \$713.82 |

Additional Notes:

| Site | Description |
|------|-------------|
|------|-------------|

Site 1-IINOPM Sub Totals

| | |
|--------------------------------------|-------------|
| Equipment: | \$20,139.82 |
| Labor: | \$3,030.20 |
| Maintenance: | \$0.00 |
| Other: | \$0.00 |
| Trade In: | \$0.00 |
| Site Total: | \$23,170.02 |
| Shipping & Handling Total: | \$329.78 |
| Site Total with Shipping & Handling: | \$23,499.80 |
| Or | |
| Site Monthly Price Option: | \$428.88 |

Site Level Title/Description:

High/Middle School

Maintenance Payment Option: Prepaid

Site ID: 1-IINOPC

Site Name: 1-F2VBUO HIGH/MIDDLE SCHOLL

CPE and Related Services for this Site will be provided by:

Verizon Entity: Verizon Select Services Inc
 Verizon Country: USA

Site Address:

4 MARKET ST
 CANTON, CT, 06019
 USA

Bill To:

4 MARKET ST
 CANTON, CT, 06019
 USA

Ship To:

4 MARKET ST
 CANTON, CT, 06019
 USA

Quote # 1-FOP7Y1

All pricing is valid until: 05/19/2012

Quotes are exclusive of Taxes

Verizon proprietary information

The equipment listed on this quote is solely for domestic use in the United States

Contracting entities and Exchange Rate rules will be as defined in the contractual agreement

Site Level Title/Description:

High/Middle School

Maintenance Payment Option: PrepaidSite ID: 1-JINOPCSite Name: 1-F2VBUO HIGH/MIDDLE SCHOLL

CPE and Related Services for this Site will be provided by:

Verizon Entity:

Verizon Select Services Inc

Verizon Country:

USA

| <u>Material Code</u> | <u>Part Number</u> | <u>Description</u> | <u>Qty</u> | <u>Unit MLP</u> | <u>Extended MLP</u> | <u>Unit Sale Price</u> | <u>Extended Sales Price</u> |
|----------------------|--------------------|------------------------------------|------------|-----------------|---------------------|------------------------|-----------------------------|
| 73173694 | 1200740E1 | NETVANTA 6355 POE | 1 | \$3,295.00 | \$3,295.00 | \$1,868.64 | \$1,868.64 |
| 73116035 | 1200695L1 | NETVANTA T1/PRI VIM | 1 | \$400.00 | \$400.00 | \$226.91 | \$226.91 |
| 73467792 | 1702591G1 | NETVANTA 1534 POE SWITCH | 1 | \$2,895.00 | \$2,895.00 | \$1,642.91 | \$1,642.91 |
| 73203603 | 1700595G1 | NETVANTA 1234 POE | 2 | \$1,445.00 | \$2,890.00 | \$819.77 | \$1,639.54 |
| 73203605 | 1700599G1 | NETVANTA 1238 POE | 3 | \$2,195.00 | \$6,585.00 | \$1,244.64 | \$3,733.92 |
| 73132675 | 1200481E1 | NETVANTA 1000BASELX LC SFP | 2 | \$495.00 | \$990.00 | \$280.27 | \$560.54 |
| 73132555 | 1200480E1 | NETVANTA 1000BASESX LC SFP | 6 | \$295.00 | \$1,770.00 | \$166.82 | \$1,000.92 |
| 73267267 | 1200743G1 | IP 331 | 122 | \$172.00 | \$20,984.00 | \$104.00 | \$12,688.00 |
| 73186328 | 1200769E1#B | IP 706 BLACK | 9 | \$249.00 | \$2,241.00 | \$150.09 | \$1,350.81 |
| | 1100ALS1002 5N | ON-SITE INSTALLATION | 1 | | | \$963.00 | \$963.00 |
| | 1100ALS1001 1UC | ON-SITE INSTALLATION | 133 | | | \$30.40 | \$4,043.20 |
| | 1100ALS1000 13LT | ON-SITE INSTLL 7100 EXIST ANALO | 1 | | | \$549.59 | \$549.59 |
| | 1100ALS1002 0UC | ON-SITE INSTALLATION | 1 | | | \$607.95 | \$607.95 |
| 73101828 | GBLCC-D2-03 | LC SC DUPLEX 62.5 MM 3MTR 22073049 | 9 | \$24.46 | \$220.14 | \$21.74 | \$195.66 |
| 73379777 | GBLCC-D1-03 | LC SC DUPLEX SM 3M GB 22073057 | 2 | \$29.11 | \$58.22 | \$25.87 | \$51.74 |



Site Level Title/Description:

High/Middle School

Maintenance Payment Option: Prepaid

Site ID: 1-IINOPC

Site Name: 1-F2VBUO HIGH/MIDDLE SCHOLL

CPE and Related Services for this Site will be provided by:

Verizon Entity:

Verizon Select Services Inc

Verizon Country:

USA

| <u>Material Code</u> | <u>Part Number</u> | <u>Description</u> | <u>Qty</u> | <u>Unit MLP</u> | <u>Extended MLP</u> | <u>Unit Sale Price</u> | <u>Extended Sales Price</u> |
|----------------------|--------------------|--|------------|-----------------|---------------------|------------------------|-----------------------------|
| 73241542 | SM-PC5BE-YL-10 | CAT5E NO BOOTS 10FT QUABBIN LABELED BOTH ENDS NETSOURCE | 115 | \$6.73 | \$773.95 | \$6.01 | \$691.15 |
| 73437696 | SMT1500RM 2U | APC SMART-UPS 1500VA LCD RM 2U 120V | 5 | \$1,040.00 | \$5,200.00 | \$733.09 | \$3,665.45 |
| 73437701 | SMT3000RM 2U | APC SMART-UPS 3000VA RM 2U LCD 120V | 1 | \$1,890.00 | \$1,890.00 | \$1,335.09 | \$1,335.09 |
| 73294922 | 1200749G1 | IP 6000 | 2 | \$1,184.00 | \$2,368.00 | \$713.82 | \$1,427.64 |

Additional Notes:

| <u>Site</u> | <u>Description</u> |
|-------------|--------------------|
|-------------|--------------------|

Site 1-IINOPC Sub Totals

| | |
|--------------------------------------|-------------|
| Equipment: | \$32,078.92 |
| Labor: | \$6,163.74 |
| Maintenance: | \$0.00 |
| Other: | \$0.00 |
| Trade In: | \$0.00 |
| Site Total: | \$38,242.66 |
| Shipping & Handling Total: | \$527.20 |
| Site Total with Shipping & Handling: | \$38,769.86 |
| Or | |
| Site Monthly Price Option: | \$707.56 |



Total Extended Sales Price

| | |
|---------------------------------------|--------------|
| Equipment: | \$151,730.45 |
| Labor: | \$39,857.00 |
| Maintenance: | \$20,242.06 |
| Other: | \$0.00 |
| Trade In: | \$0.00 |
| Grand Total: | \$211,829.51 |
| Shipping & Handling Total: | \$2,049.80 |
| Grand Total with Shipping & Handling: | \$213,879.31 |
| Or | |
| Total Monthly Price Option: | \$3,903.26 |

**Other - The Other totals include miscellaneous charges including Minor Materials, Expedites, and special fees.*

General Terms and Conditions of Monthly Payment Option:

** FMV Lease: At the expiration of the Lease, Customer shall have the option to purchase the Equipment at its then fair market value. If this purchase option is not exercised, Customer shall either (i) renew the Lease with respect to the Equipment, or (ii) return the Equipment to Verizon Credit Inc.*