



Beth Dever
 Chief School Business Official
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June 15, 2018

To: Dr. Jauch

From: Beth Dever *BD*

Re: Summer Building Projects Update

Infrastructure upgrades were prioritized by the finance committee and approved by the full board as part of the facilities plan. We are anticipating phasing in these upgrades over the next 2 to 3 summers. I worked with All Covered in the winter to get a list of items needing upgrading so I could bid them out. This summer we need to replace access points, switches and fiber throughout both buildings. I used the bid process through our E-rate application.

E-rate is a federal program for schools and libraries that helps ensure that we can get high-speed internet access and telecommunications at affordable rates. We have been part of this program for about 20 years. The E-rate program currently has some additional funding for infrastructure available in addition to the internet services. This year I requested bids for our infrastructure upgrades. I have listed below the responses that we received:

Bidder	Amount	Notes
Aerohive	\$50,640.00	Only bid on access points
All Covered	\$172,186.59	All work requested included
A T & T	\$143,673.50	No access points included
DSN Group	\$78,790.00	Not all equipment and installation included.
Netrix	\$143,295 + Installation	Unknown cost of installation

Based on the bids received, I selected All Covered as the lowest, responsive, responsible bidder for our infrastructure upgrades. I completed and submitted the E-rate forms with our selection at the end of March and have been waiting for their approval. They are currently reviewing our infrastructure application and I have made several revisions to our application per their request.

Over the past few months, I have kept the finance committee up to date on the status of our application. Everyone has agreed that we need to move forward with the work as summer is here. We have a total of \$337,500 allocated in the facilities plan for these upgrades.

I am recommending that the board approve the following bids (See Attached) from All Covered:

- Network Refresh Project Services Proposal - \$172,186.59
- Fiber Installation - \$22,000.00

These expenditures will be paid out of the 2018A Working Cash Bond proceeds as part of the Capital Projects Fund for FY 19. Any reimbursements that are approved by E-rate will offset these costs.

Please see me if you have any questions.

Thanks

Avoca School District

Network Refresh Project Services Proposal

Date: March 7, 2018
Proposal Ref: 10482760
E-Rate 470: 180027620

SPIN: 143036352
FRN: 23383490

Prepared by:

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IT Services Consultant
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Pricing is valid Through eRate Funding Year from date of this document
Confidential. Not to be distributed to third parties

Overview

This proposal details the network infrastructure upgrades required to replace end of life equipment and provide the required network reliability, scalability, and availability for the coming three to five years.

The purpose of this Proposal is to outline the path that will enable All Covered, a division of Konica Minolta Business Solutions U.S.A., Inc., to transition **Avoca School District (“Avoca”)** from their existing network topology to this new network topology.

Included is the following items identified in our 5 year plan.

- a. Wireless – replace wireless controllers and access points in both buildings with Meraki Wireless with cloud controller.
- b. Switches
 - a. Replace specific non-Power-over-Ethernet switches
 - b. Replace switches that don't have enough PoE capacity
 - c. Replace Avoca West Layer 3 core switch – end of support date: January 31, 2018
 - d. Replace the Cisco 4506-E chassis at Marie Murphy with stacked switches to provide a higher level of power-over-Ethernet for wireless access points and phones

This proposal is based on the initial Scope of Work, but is not a detailed project plan. A project plan will be created and managed by the technical resources assigned to the Client project once the proposal has been approved. We would like the opportunity to work with Avoca on this exciting project and help create a technology environment that will enable the business to be successful with room to grow and expand.

Background

Avoca School District has been an All Covered customer for many years. Through the years, Avoca has relied on All Covered to ensure their technology infrastructure meets the needs of staff and students. This has been accomplished through monthly onsite proactive visits, remote support and onsite remediation of issues, and All Covered's Strategic IT Review Methodology.

Assumptions

Standard project deployment assumptions:

- Access to the physical space, server and services will be made available during normal business hours.
- Client understands that service interruptions may occur throughout the course of the project. All Covered will make reasonable efforts to forewarn personnel so they may prepare
- Access to all employees and their equipment affected by the project will be made available during normal business hours.

Project Deliverables

The overall goal of this proposal is to outline a roadmap consistent with the 5-year plan. Specifically, we are proposing a Wireless upgrade. This includes replacing wireless controllers and access points in both buildings with updated Meraki Wireless with cloud controllers. Additionally, we are proposing updating the key switches, replacing specific non-POE (Power-over-Ethernet) switches or ones without sufficient capacity, as well as other items described within. Many of these devices are at or near EOL (end-of-life).

The desired goals of this project are:

Procurement of items listed within Cost estimate section enabling successful completion of scope provided by this proposal.

Project Engagement Procedures

The Project will include, but not be limited to the following:

- Definition of project/estimated costs
 - Project prerequisites, should they apply
 - Project implementation
 - Project management/documentation
 - Procurement of required materials
- All Covered is not responsible for the following:
- Removing boxes or shipping materials
 - Disposing of or transporting IT equipment

Change Orders

Any items not specifically addressed by this document will be addressed by a change order process and will be billed the same pricing structure agreed upon in the Schedule of Services associated with the project outlined in this document. In the event of change in scope, Client will be notified prior to the billing of any additional services.

After Hours Work

After Hours work will be performed both on-site as well as via Remote Access depending upon the advantage and/or necessity of being on-site versus remote. The specifics of which item(s) should be done on-site versus remotely will be finalized prior to the project kickoff.

Procurement Services

During the procurement process, All Covered can assist by expediting the delivery of equipment and standardizing billing for all costs associated with this project. All procurement pricing included in this proposal is estimated. Once the proposal is signed a final quote will be generated with 'to the day' procurement pricing.

Fees, Taxes and Shipping

All prices are exclusive of any applicable sales or use taxes, and shipping costs.

All Projects with labor fees exceeding \$10,000: These require a 50% deposit for the labor portion. Project work will not commence until the deposit is received. Also, a progress billing of 25% of the labor amount will be due when the project moves into the testing phase. The remaining 25% of the labor amount will be billed on project completion. Any Procurement items will be billed on shipment.

Project Services for: Avoca School District

Pre-Project Tasks

Project Planning, Procurement, Ensure equipment arrival, Initial project kick-off

Project Tasks

- Hardware-Services - Cisco Switch Installation and Configuration
- Hardware-Services - Cisco Switch VLAN Configuration
- Networking-Services - Meraki Portal Setup
- Networking-Services - Meraki AP installation

Post Project Support

Project Management

Cost Breakdown	Price
Fixed Fee Project Services Cost	\$17,055
Fixed Fee Project	
Total Procurement Cost	\$150,531.59
See next page(s) for Hardware/Software list	
Total Project Cost	\$17,055

*** Please note that this estimated total does not include tax or shipping *** $167,586.59 + 4,600.00 = 172,186.59$ Cabling P39

Lease Option Monthly Payment	\$562
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This is an estimated monthly payment for a 36 month term. Not all customers will qualify and in some cases, projects with greater than 50% labor or software may not qualify for full leasing. Please contact your sales representative for additional information.

Terms and Conditions of Service

By executing this Schedule of Services, Client agrees to purchase the services designated above and further agrees that the services shall be subject to the following Terms and Conditions of Service.

1. **Fees and Payment:** Client agrees to pay all fees specified in this Schedule. Payment terms are net 30 days from date of invoice. Client shall be responsible for all applicable taxes arising from the services. All Covered may suspend service if Client has failed to pay any undisputed invoice within fifteen (15) days of the due date. Undisputed invoices not paid by the due date may be subject to a monthly service charge which is the lesser of one and one-half percent (1½%) per month or the highest rate allowed by law.

Product Surcharge: All Covered reserves the right to charge Client for the time utilized in the development of quotes for hardware or software not ultimately purchased through All Covered at the then current hourly rate for contracted clients.

2. **Limited Warranty:** (a) All Covered warrants for a period of thirty (30) days following delivery (the "Warranty Period") that all services shall be performed in a professional manner in accordance with generally applicable industry standards. All Covered's sole liability (and Client's exclusive remedy) for any breach of this warranty shall be for All Covered to re-perform any deficient services, or, if All Covered is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. All Covered shall have no obligation with respect to a warranty claim: (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Client or a third party.

(b) THIS SECTION 2 IS A LIMITED WARRANTY, AND SETS FORTH THE ONLY WARRANTIES MADE BY ALL COVERED. ALL COVERED MAKES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY ALL COVERED HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.

3. **COMPENSATION FOR HIRING OTHER PARTY'S EMPLOYEES:** During the term of this Schedule and for twelve (12) months thereafter, if either party retains the services (whether as an employee, independent contractor or otherwise) of any employee of the other party (or ex-employee within six (6) months of the employee's termination of employment) who was directly involved in the provision of Services hereunder, the hiring party shall pay to the other party as reasonable compensation for the loss of the employee the sum of Fifty Thousand Dollars (\$50,000).

4. **LIMITATION OF LIABILITY:** (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. ALL COVERED SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE.

(B). EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ALL COVERED'S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THIS SCHEDULE, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY CLIENT TO ALL COVERED FOR THE SERVICES IN QUESTION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

5. **Confidential and Proprietary Information:** (a) Each party agrees that all know-how, business, technical and financial information it obtains (as a "Receiving Party") from the disclosing party (as a "Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Schedule, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order. (b) Any templates, schematics, processes or technical documentation provided by All Covered shall be deemed Confidential Information and proprietary information of All Covered without any marking or further designation. Client may use such information solely for its own internal business purposes. All Covered shall retain all rights to the aforementioned, which shall be returned to All Covered upon termination of the applicable Schedule. (c) All Covered shall maintain the confidentiality of protected health information in its possession or under its control in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act.

6. **Independent Contractor:** All Covered and Client shall at all times be independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

7. **Assignment:** This Schedule may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.

8. **Disputes; Governing Law; Arbitration; Attorney's Fees:** New York law, without regard to its conflict of laws principles, shall govern and enforce this Schedule. Any legal action between the parties arising out of or related to this Schedule shall be adjudicated by binding

arbitration by the JAMS, Inc. in New York, New York in accordance with its Expedited Arbitration Procedures. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs in addition to any other award or recovery to which such party may be entitled. No legal action, regardless of form, may be brought by either party against the other more than one (1) year after the cause of action has arisen.

9. Complete Understanding; Modification: This Schedule, as well as any applicable terms of service posted at www.allcovered.com/terms, shall constitute the full and complete understanding and agreement between Client and All Covered and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Schedule shall be effective only if in writing and signed by both parties.

10. Waiver and Severability: Waiver or failure by either party to exercise in any respect any right or obligation provided for in this Schedule shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this Schedule is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Schedule shall continue in full force and effect.

11. Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any obligation under this Schedule, except for a failure to pay fees, if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

12. Notices: Any notice or communication required or permitted to be given under the Contract Documents shall be in writing and addressed to All Covered, Attn. Legal Counsel, 1051 E. Hillsdale Blvd., Suite 510, Foster City, CA 94404 and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified U.S. mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

13. Counterparts. This Schedule may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that the Schedule, or any document created pursuant to the Schedule, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to the Schedule, the parties waive their right to raise any defense based on the execution of the Schedule in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

Name

All Covered, a division of Konica Minolta Business Solutions U.S.A., Inc.

Signature:



Signature:

Name:

KEVIN JAUCH

Name:

Title:

SUPERINTENDENT

Title:

Date:

3/22/18

Date:

Appendix A:

Procurement Details



Customer
 Avoca School District 37 (AVOCASCHO1)
 Haugeberg, Beth
 235 Beach Drive
 Glenview, IL 60025
 United States
 (P) (847) 251-3667

Quotation (Open)
 Doc #: 246648 1 rev of 1
 Modified Date: Jan 17, 2018 07:54 AM
 PST
 Expiration Date: 2018-02-15
 Description: None
Customer Contact
 Haugeberg, Beth
 haugebee@avoca37.org
 (P) (847) 510-6365

Payment & Shipping
 Terms: Net 30 Days
 Delivery Method: FedEx Ground
 Carrier Account:
 Shipping Instructions: Quote QUO-2405475-
 S617C4-0 PROD-8848793-1601 Version 1 Start
 Date: 1/18/2018 Expiry Date: 7/9/2018 Mariko
 #0-35516952

Billing
 Avoca School District 37
 Haugeberg, Beth
 235 Beach Drive
 Glenview, IL 60025
 United States
 (P) (847) 510-6365
 haugebee@avoca37.org

Shipping
 Avoca School District 37
 Haugeberg, Beth
 235 Beach Drive
 Glenview, IL 60025
 United States
 (P) (847) 510-6365
 haugebee@avoca37.org

#	Description	Tax	Qty	Unit Price	Total
1	Cisco SFP+ transceiver module - 10 GigE - 10GBase-SR - LC/PC multi-mode - up to 984 ft - 850 nm - for Catalyst Switch Module 3012, Switch Module 3110G, Switch Module 3110X, Nexus 5010	Yes	32	\$454.24	\$14,535.68
2	Cisco StackPower Power cable - 1 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48	Yes	6	\$46.47	\$278.82
3	Cisco StackWise 480 Stacking cable - 1.6 ft - for Catalyst 3850-24, 3850-48	Yes	6	\$45.65	\$273.90
4	Cisco Catalyst 3850-48F-S Switch - L3 - managed - 48 x 10/100/1000 (PoE+) - desktop, rack-mountable - PoE+ (800 W) - K-12 education	Yes	6	\$6,391.30	\$38,347.80
5	Cisco Catalyst 2960X-48FPD-L Switch - managed - 48 x 10/100/1000 (PoE+) + 2 x 10 Ggabit SFP+ - desktop, rack-mountable - PoE+ (740 W) - K-12 education	Yes	6	\$3,649.89	\$21,899.34
6	Cisco Catalyst 2960X-24PD-L Switch - managed - 24 x 10/100/1000 (PoE+) + 2 x 10 Ggabit SFP+ - desktop, rack-mountable - PoE+ (370 W) - K-12 education	Yes	1	\$2,097.72	\$2,097.72
7	Cisco Expansion module - 10 Gigabit SFP+ / SFP (mini-GBIC) x 4 - for Catalyst 3850-12, 3850-12X48, 3850-24, 3850-48, C3850-24	Yes	6	\$1,862.61	\$11,175.66
8	Cisco Expansion module - 10 GigE - 2 ports + 2 x SFP - refurbished - for Catalyst 3560X-24, 3560X-48, 3750X-12, 3750X-24, 3750X-48	Yes	1	\$1,115.87	\$1,115.87
9	Cisco Meraki MR42 Cloud Managed Wireless access point - 802.11ac Wave 2 - Wi-Fi - Dual Band	Yes	80	\$537.55	\$43,004.00
10	Cisco Meraki Enterprise Cloud Controller Subscription license (5 years) - 1 access point - hosted	Yes	80	\$220.11	\$17,608.80

Subtotal \$150,337.59
 Tax (0.000%) \$0.00
 Shipping \$194.00
Total: \$150,531.59

NOTE: Shipping Fees and Taxes are estimates. Sales tax field may include tax on shipping as well as products, depending upon each states' tax regulations. Actual charges will be applied to your invoice upon order. Insurance, setup fees, or any cables or cabling services or material are extra. All prices are subject to change without notice. Supply subject to availability. Any hardware returns require items be shipped in original manufacturer packaging. Please keep all original packaging until hardware is installed and functioning properly. Some manufacturers have special requirements regarding returned merchandise. Please consult with your sales representative prior to placing an order. By ordering and taking delivery of product from All Covered, the purchaser is agreeing to be bound by All Covered's Terms and Conditions of Sale: <http://www.allcovered.com/terms/procurement.asp> All orders shipping to California that contain a CRT monitor, LCD flat panel monitor or LCD screen, including notebooks/laptops, are subject to the California Electronic Waste Recycling Fee

Listed prices are subject to change by our vendors without notice. All Covered reserves the right to revise this quote based on a vendor's price adjustment

Terms and Conditions

Conditions of Use. Access to the Store is provided as a convenience to All Covered clients. All Covered reserves the right to terminate access to the Store at any time and for any reason. Your access to and purchase of products on the Store are subject to All Covered's Procurement and Store Terms and Conditions, Website Terms of Use, and Privacy Policy, all of which may be found at <http://www.allcovered.com/terms/procurement.asp>. You acknowledge that you have read and understood all of the aforementioned documents, and you agree to be bound by them.

Project Cabling Services for: Avoca School District Access Points

Scope of work:

- Provide labor to replace (1) existing AP with (1) new customer provided AP at (80) locations.
- ** Existing cabling infrastructure will be used at the AP location. **
- All work will be performed in a neat and professional manner. Documentation will be provided after completion.

Qualifications:

- **No infrastructure cabling or patch cords are figured into this proposal. If required, a separate proposal will be provided for the Change Order and invoiced seperately.**
- **No lift is figured into this proposal. If a lift is required to be rented a separate proposal will be provided for the Change Order and invoiced seperately.**
- All signatures of work orders and change orders acceptance will constitute acceptance of the outlined scope and confirm and guarantee payment in the amount as shown over and above the original accepted contract/proposal amount.
- All labor is figured at prevailing wage straight time, Monday - Friday. Weekend hours will require weekend prevailing wage rates.
- Terms: NET 30
- This proposal expires in 30 days from date sent.
- CPS is not responsible for the removal, relocation, or installation of any hardware, equipment, cross-connects or special circuits unless otherwise specified.
- **Figures based on all areas being free and clear of obstructions during time of Installation.**
- Once work commences, it will proceed uninterrupted until project completion. Delays caused by situations beyond CPS's control will result in renegotiation of the work schedule/pricing.
- A site contact familiar with the installation will be available at all times to answer questions, open locked areas, and authorize changes throughout project.

Project Services Cabling Cost \$ 4,600.00

Cost Breakdown	Price
Total Procurement Cost:	\$150, 531.59
Project Service Cost	\$4, 600.00
Total Project Cost	\$155, 131.59

**All Covered
 Schedule of Services**

Client Avoca School District 37
Proposal Ref 10521384

All Covered will deliver the services described below or in the attached Project Plan or Proposal for the project named below.

Project Name	Fiber Installation
Total Labor Price	\$22,000.00
Billing Terms	NET30

All prices are exclusive of any applicable sales or use taxes, and shipping costs.

All Projects with labor fees exceeding \$10,000: These require a 50% deposit for the labor portion. Project work will not commence until the deposit is received. Also, a progress billing of 25% of the labor amount will be due when the project moves into the testing phase. The remaining 25% of the labor amount will be billed on project completion. Any Procurement items will be billed on shipment.

Scope of work:

Marie Murphy -

- q Provide and install (1) Plenum, armored, 6-strand fiber from the MDF to IDF-C (Rm 135a).
- q Provide and install (1) Plenum, non-armored, 6-strand fiber from the MDF to IDF-A (Rm 181a).
- q Provide and install (1) Plenum, non-armored, 6-strand fiber from the MDF to IDF-F (Rm 285a).
- q Terminate all fibers to an LC connector at each end via Fusion splice.
- q Provide and install a cable support system as necessary.
- q Provide and install (1) Flush mounted, fiber enclosure, w/ (3) LC fiber adaptors in the MDF.
- q Provide and install (1) Flush mounted, fiber enclosure w/ (1) LC fiber adaptor and (2) blank fiber adaptors in IDF-A, IDF-C, IDF-F.
- q Provide (6) LC-LC, 2M, fiber patch cords and (6) LC-LC, 1M, fiber patch cords.

Avoca West -

- q Provide and install (1) Plenum, non-armored, 6-strand fiber from the MDF to IDF-B (Rm 35).
 - q Provide and install (1) Plenum, non-armored, 6-strand fiber from the MDF to IDF-C (Rm 7).
 - q Provide and install (1) Plenum, non-armored, 6-strand fiber from the MDF to IDF-E (Rm 47).
 - q Terminate all fibers to an LC connector at each end via Fusion splice.
 - q Provide and install a cable support system as necessary.
 - q Provide and install (1) Flush mounted, fiber enclosure, w/ (3) LC fiber adaptors in the MDF.
 - q Provide and install (1) Flush mounted, fiber enclosure w/ (1) LC fiber adaptor and (2) blank fiber adaptors in IDF-B, IDF-C, IDF-E.
- q Provide (12) LC-LC, 1M, fiber patch cords.

Terms and Conditions of Service

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1. Fees and Payment: Client agrees to pay all fees specified in this Schedule. Payment terms are net 30 days from date of invoice. Client shall be responsible for all applicable taxes arising from the services. All Covered may suspend service if Client has failed to pay any undisputed invoice within fifteen (15) days of the due date. Undisputed invoices not paid by the due date may be subject to a monthly service charge which is the lesser of one and one-half percent (1½%) per month or the highest rate allowed by law.

Product Surcharge: All Covered reserves the right to charge Client for the time utilized in the development of quotes for hardware or software not ultimately purchased through All Covered at the then current hourly rate for contracted clients.

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(b) THIS SECTION 2 IS A LIMITED WARRANTY, AND SETS FORTH THE ONLY WARRANTIES MADE BY ALL COVERED. ALL COVERED MAKES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY ALL COVERED HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.

3. COMPENSATION FOR HIRING OTHER PARTY'S EMPLOYEES: During the term of this Schedule and for twelve (12) months thereafter, if either party retains the services (whether as an employee, independent contractor or otherwise) of any employee of the other party (or ex-employee within six (6) months of the employee's termination of employment) who was directly involved in the provision of Services hereunder, the hiring party shall pay to the other party as reasonable compensation for the loss of the employee the sum of Fifty Thousand Dollars (\$50,000).

4. LIMITATION OF LIABILITY: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. ALL COVERED SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE.

(B). EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ALL COVERED'S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THIS SCHEDULE, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY CLIENT TO ALL COVERED FOR THE SERVICES IN QUESTION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

5. Confidential and Proprietary Information: (a) Each party agrees that all know-how, business, technical and financial information it obtains (as a "Receiving Party") from the disclosing party (as a "Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Schedule, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order.

(b) Any templates, schematics, processes or technical documentation provided by All Covered shall be deemed Confidential Information and proprietary information of All Covered without any marking or further designation. Client

may use such information solely for its own internal business purposes. All Covered shall retain all rights to the aforementioned, which shall be returned to All Covered upon termination of the applicable Schedule. (c) All Covered shall maintain the confidentiality of protected health information in its possession or under its control in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act.

6. Independent Contractor: All Covered and Client shall at all times be independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

7. Assignment: This Schedule may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.

8. Disputes; Governing Law; Arbitration; Attorney's Fees: New York law, without regard to its conflict of laws principles, shall govern and enforce this Schedule. Any legal action between the parties arising out of or related to this Schedule shall be adjudicated by binding arbitration by the JAMS, Inc. in New York, New York in accordance with its Expedited Arbitration Procedures. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs in addition to any other award or recovery to which such party may be entitled. No legal action, regardless of form, may be brought by either party against the other more than one (1) year after the cause of action has arisen.

9. Complete Understanding; Modification: This Schedule, as well as any applicable terms of service posted at www.allcovered.com/terms, shall constitute the full and complete understanding and agreement between Client and All Covered and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Schedule shall be effective only if in writing and signed by both parties.

10. Waiver and Severability: Waiver or failure by either party to exercise in any respect any right or obligation provided for in this Schedule shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this Schedule is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Schedule shall continue in full force and effect.

11. Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any obligation under this Schedule, except for a failure to pay fees, if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

12. Notices: Any notice or communication required or permitted to be given under the Contract Documents shall be in writing and addressed to All Covered, Attn. Legal Counsel, 1051 E. Hillsdale Blvd., Suite 510, Foster City, CA 94404 and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified U.S. mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

13. Counterparts. This Schedule may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that the Schedule, or any document created pursuant to the Schedule, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to the Schedule, the parties waive their right to raise any defense based on the execution of the Schedule in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

Client

Signature:

**All Covered, a division of Konica Minolta
Business Solutions U.S.A., Inc.**

Signature:

Name:

Name:

Title:

Title:

Date:

Date: