



- 2008 Cisco Enterprise Partner of the Year - West Region
- 2008 Cisco Security Partner of the Year - South Region
- 2008 Cisco Commercial Partner of the Year - South Region
- 2006 Outstanding Performance Enterprise Select & Key Segments
- 2006 Western Retail Partner of the Year
- 2005 Global Channel Partner of the Year—US/Canada
- 2005 National Security Partner of the Year
- 2005 National Partner of the Year Commercial Segment
- 2005 Western Area Partner of the Year Enterprise Segment
- 2005 US IP Communications Partner of the Year, National
- 2005 US National Partner Innovation Award
- 2004 "Best Performance in Customer Satisfaction"
- Cisco Outstanding Sales Achievement in WLAN Sales FY 2006
- Cisco Channel Customer Satisfaction Excellent Recognition
- Ranked on Inc. Magazine's top 500 list of fastest growing privately held companies in the U.S. for four consecutive years
- 2007 Arizona Corporate Excellence (ACE) award for #1 Fastest Growing Private Company with headquarters in AZ and the 17th Largest Private Company with headquarters in AZ
- Computerworld magazine named Insight Networking as a "best places to work in IT" several times



## **2. Terms & Conditions**

### **2.1 Bid Pricing**

This proposal includes special pricing that is passed on to the client from Cisco for Cisco E-Rate eligible and/or partially eligible products. However, this special pricing is only valid for Cisco E-Rate eligible and partially eligible products that are FUNDED by the E-Rate program in Year 13.

Insight Networking reserves the right to (i) re-negotiate pricing for those Cisco eligible and non-eligible products that are NOT FUNDED if McAllen Library elects to continue the project without E-Rate funding, and (ii) to terminate any obligation to provide such products (without penalty) if the parties cannot agree to such pricing.

### **2.2 Confidentiality**

The information contained in this proposal (including all attachments) constitutes trade secrets and/or proprietary and confidential information. This proposal is therefore provided to McAllen Library in confidence on the understanding that nothing contained herein will be used or disclosed by McAllen Library for any purpose other than for the purpose of accepting or rejecting this proposal, and no portion of this proposal may be disclosed to anyone outside McAllen Library without the prior written consent of Insight Networking, except as otherwise provided under applicable law. If McAllen Library is unwilling or unable to agree to the foregoing, please return all copies of this proposal to Insight Networking immediately. In the event that a contract is awarded on the basis of this proposal, McAllen Library may use and disclose the information contained in this proposal only to the extent permitted in the contract or as required by applicable law. This restriction does not limit McAllen Library's right to use or disclose this information if McAllen Library obtained the information from another source without either McAllen Library or such source violating any obligation or restriction.

### **2.3 Intellectual Property**

Nothing contained in this proposal grants, or shall be construed to grant, any rights, by license or otherwise, whether express, implied or otherwise, for any invention, patent, copyright or discovery made, conceived or acquired prior to or after the date of this proposal, or any trademarks, service marks, trade names, trade dress, service names, domain names, logos, icons, graphic images, and any other proprietary branding (collectively, "Marks") owned by any party. Insight Networking disclaims any proprietary interest in any Marks other than its own.

### **2.4 Acceptance**

McAllen Library shall be deemed to have accepted this proposal, including all specifications, terms, and conditions contained herein, upon the issuance of a purchase order to Insight Networking that references this proposal, and the signature by McAllen Library on the Contract Acceptance Page of this proposal.

### **2.5 Contract Exceptions**

Notwithstanding anything in the Client's Request for Proposal to the contrary, any engagement resulting from Insight Networking's response to the Request for Proposal/Quotation/Offer will be governed by the Insight Networking Purchase Agreement for E-Rate Projects and any additional documents identified on the Contract Acceptance Page of this proposal. Insight Networking is nevertheless amenable to negotiating mutually acceptable terms prior to commencement of the engagement, in the event Insight Networking is the successful bidder.

## 2.6 Insight Networking Purchase Agreement for E-Rate Projects

This agreement for the sale of Products and Services ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), between Calence, LLC dba Insight Networking, a Delaware limited liability company, with a principal address of 1560 West Fountainhead Parkway, 2nd Floor, Tempe, Arizona 85282 ("Insight Networking"), and McAllen Memorial Library, a \_\_\_\_\_, with a principal address of 601 N. Main Street, McAllen, TX 78501-4638 ("Client").

### 1. Structure

a. This Agreement sets forth the general terms and conditions that govern the relationship between Insight Networking and Client. Some Products and Services may require additional and/or unique terms, which are set forth in Attachments, Exhibits, Statements of Work, or other documents incorporated into this Agreement (collectively, "Other Documents"); this Agreement and such Other Documents (including the addenda referenced in section 1.d., below) are collectively referred to herein as the "E-Rate Agreement".

b. Performance of this Agreement will commence on July 1, 2010 and continue for a one-year period. This Agreement may be renewed for up to four additional one (1) year terms upon mutual, written agreement of both parties at least (30) days prior to the end of the then-current term.

c. Client acknowledges that Insight Networking is not the manufacturer of Product, and that Insight Networking may engage third parties to provide Services. Insight Networking makes no independent representation or warranty with respect to any Products, or with respect to any Services performed by a Third Party. Insight Networking hereby transfers to Client whatever transferable terms and conditions Insight Networking receives from the Third Party, such as manufacturer's warranties, indemnities, statements of work, or shrink-wrapped software licenses, which shall govern the relationship between the Third Party and Client with respect to Third Party Products or Services (collectively "Third Party Terms").

### 2. Prices

a. Prices shall be specified by Insight Networking and shall be applicable for the period specified in Insight Networking's quote. If no period is specified, prices shall be applicable for thirty (30) days.

b. Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority. If Insight Networking is held liable for or pays any of the foregoing taxes, Client shall reimburse Insight Networking for such taxes in addition to the price of the Products.

c. Shipping charges are not included in prices and will be invoiced, if applicable, as separate items.

### 3. Orders

a. Client will submit orders on Client's standard purchase order form or on an alternate order form approved by Insight Networking, or otherwise by electronic means acceptable to Insight Networking. Client's order shall be deemed to incorporate the terms and conditions of this Agreement without reference in the order to this Agreement. Insight Networking specifically objects to any additional terms being added through a purchase order or similar document. Any additional terms contained in a Client purchase order will not become part of the Agreement and the terms of this Agreement supersede any and all terms in any such purchase order. Client's order is subject to Insight Networking's credit and acceptance requirements. Each Client order that has been accepted by Insight Networking (including any Statement of Work that has been executed by Client and delivered to Insight Networking) shall be referred to as an "Order." Insight Networking may accept an order by providing Client a written confirmation of acceptance, sent by mail, facsimile or other electronic means; by shipping the Product; or by beginning performance of the Insight Networking Services. No Orders may be cancelled or rescheduled without Insight Networking's written consent, which may be given in Insight Networking's sole discretion.

b. All shipments by Insight Networking are F.O.B. point of origin. Subject to Insight Networking's right of stoppage in transit, delivery of the Products to the carrier shall constitute delivery to Client and title and risk of loss shall thereupon pass to Client. Products invoiced and held by Insight Networking for any reason will be held at Client's risk and expense. Selection of the carrier and delivery route shall be made by Insight Networking. Insight Networking will use reasonable efforts to initiate shipment and schedule delivery as close as possible to Client's requested delivery dates. Client acknowledges that delivery dates provided by Insight Networking are estimates only and that Insight Networking is not liable for failure to deliver on such dates. Notwithstanding the foregoing, Insight Networking will use reasonable efforts to meet Client's delivery requirements and will keep Client informed of delivery status. Insight Networking reserves the right to make deliveries in installments. Delivery of a quantity that varies from the quantity specified shall not relieve Client of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of one installment shall not entitle Client to cancel other installments.

c. Notwithstanding any provision of this Agreement to the contrary, orders for special, custom, value-added and other non-standard Products, including Products of manufacturers which do not appear on Insight Networking's line card, Products which have been tested, assembled or integrated for Client, work-in-process and Products otherwise identified by Insight Networking as "NCR" or "Non-Cancelable and Non-Returnable" ("Non-Standard Products") will be non-cancelable and non-returnable.

d. All sales are final, except with respect to Products that do not meet applicable manufacturer's specifications or that are not identified in the Order. Inspection and acceptance will be Client's responsibility. Client is deemed to have accepted the Products unless written notice of rejection is received by Insight Networking within 10 days after delivery of the Products. Client waives any right to revoke acceptance thereafter. Client must report any discrepancy in shipment quantity or damage and request a Return Material Authorization ("RMA") within 10 days after delivery. No return of Products will be accepted by Insight Networking without an RMA and an associated number, which may be issued by Insight Networking in its sole discretion. Returned Products, unless damaged in transit, must be in their original, unaltered, undamaged condition, and must be in original manufacturer's shipping cartons complete with all packing materials. All Products for return shall be returned freight prepaid in the manner specified in the RMA. If returned Products are claimed to be defective or damaged, a complete description of the nature of the defect or damage must be included with the returned Products. Products not eligible for return shall be returned to Client, freight collect.

#### 4. Invoicing and Payment

a. Client will be invoiced for any Product other than Product Maintenance (e.g., hardware, software, documentation, accessories, materials, supplies and parts) upon delivery to a common carrier.

b. Client will be invoiced for any Product Maintenance upon Insight Networking's receipt of the applicable Third Party invoice for such Product Maintenance.

c. Client will be invoiced for Services on a monthly basis or upon completion of mutually agreed upon milestones as defined in the Statement of Work or related project plan. Invoicing details may also be provided on a Work Approval Form, which Insight Networking may require Client to sign to acknowledge performance of the applicable Services.

d. Payment of the net amount of all invoices, without offset or deduction, is due 30 days from the date of Insight Networking's invoice. Additional payment terms may be set forth in Other Documents.

e. Checks are accepted subject to collection and the date of collection is deemed the date of payment. On any past due invoice, Client shall pay interest from the payment due date to the date of payment at the annual percentage rate of 18% (or such lower rate as may be the maximum allowable by law), together with Insight Networking's costs of collection (including reasonable attorneys' fees).

f. Client agrees that Insight Networking may, in its sole discretion, at any time, change the terms of Client's credit, or require pre-payment in cash before shipment of any or all Products or before beginning any Services.

#### 5. Insight Networking Services

The following terms apply to Insight Networking Services:

a. Client agrees to provide Insight Networking with sufficient, free and safe access to the premises where Client requires Insight Networking Services to be performed.

b. Statement of Work. A separate Statement of Work may be required by Insight Networking for each Service transaction. Client's order for Insight Networking Services is subject to acceptance by Insight Networking. The Statement of Work may include, but may not be limited to (i) the service description; (ii) any additional terms and conditions for the Insight Networking Service; (iii) each party's responsibilities; (iv) the conditions that Insight Networking must meet to complete the Insight Networking Service ("Completion Requirements"); and (v) the charges and fees, exclusive of taxes. Any changes to the Statement of Work must be in writing and signed by both parties.

c. Completion Requirements. Insight Networking will inform Client when the Completion Requirements included in the Statement of Work (if any) have been met. Unless a different period is provided in the Statement of Work, Client shall have 15 days to notify Insight Networking if Client believes the Completion Requirements have not been met. The Insight Networking Services are complete when all of the Completion Requirements have been met. If no Completion Requirements are specified in the Statement of Work, then the Insight Networking Services are complete when they are performed substantially in accordance with the terms of the applicable Statement of Work or when the Services are accepted by Client.

d. Personnel. Insight Networking and Client shall each designate a project representative. All Insight Networking and Client personnel assigned to participate on each party's behalf shall be knowledgeable in their assigned areas of responsibility. Unless otherwise provided in the Statement of Work, each party has the right to determine the assignment and re-assignment of its personnel. Insight Networking may subcontract Insight Networking Services to subcontractors selected by Insight Networking.

e. Insurance. Insight Networking and Client, respectively, shall be responsible, at their own cost and expense, for maintaining in effect policy or policies of insurance insuring against claims, demands or actions arising out of or in relation to the Insight Networking Services provided pursuant to this Agreement, in an amount not less than \$500,000 in respect of injuries or death of any one person, \$1,000,000 in respect of any one accident or disaster, and in an amount not less than \$100,000 in respect of property damaged or destroyed. Such insurance shall be underwritten by companies qualified to do business in the state in which the Services are to be performed. Each party shall, upon the reasonable request of the other party, deliver a validly executed certificate of insurance evidencing the above.



## 6. Insight Networking's Limited Warranty

a. **Insight Networking Services.** Insight Networking warrants Insight Networking Services will materially conform to the applicable Statement of Work for thirty (30) days from the date of delivery. These warranties are void to the extent of any alterations to any Services that are not performed or authorized in writing by Insight Networking. Client must bring any breach of these warranties to Insight Networking's attention promptly in writing within thirty (30) days of the date that the Services that are the subject of the breach were performed. Upon any breach of the warranties set forth in this section, Insight Networking may, at its election, (i) use reasonable efforts to re-perform such, at no charge to Client, or (ii) terminate the applicable Service and return the fees paid by Client to Insight Networking for such non-conforming Services (without interest) that are appropriately apportioned for the subject Service. **THE FOREGOING REMEDIES WILL BE CLIENT'S SOLE REMEDIES AND INSIGHT NETWORKING'S SOLE LIABILITY WITH RESPECT TO A BREACH BY INSIGHT NETWORKING OF THE WARRANTIES SET FORTH IN THIS SECTION 6(a).**

b. **Resale of Third Party Services.** Insight Networking hereby transfers any transferable warranties from any applicable Third Party. Insight Networking makes no independent warranty with respect to Services performed by a Third Party.

c. **Products.** ALL PRODUCTS ARE PROVIDED BY INSIGHT NETWORKING "AS IS." INSIGHT NETWORKING MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS. Insight Networking hereby transfers to Client, to the extent transferable, whatever transferable warranties and indemnities Insight Networking receives from the manufacturer of the Products, including any transferable warranties and indemnities respecting patent infringement. Client, recognizing that Insight Networking is not the manufacturer of Product, expressly waives any claim that Client may have against Insight Networking based upon any alleged or actual product liability or infringement of any patent, copyright, trade secret, or other intellectual property right with respect to any Product, as well as any right to indemnification from Insight Networking on account of any such claim made against Client by a third party.

d. The warranties set forth in this section are the only warranties made by Insight Networking, and Insight Networking makes no other warranties, express or implied, with respect to the Products acquired and Services sold hereunder. **IN PARTICULAR, INSIGHT NETWORKING MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR SERVICES SOLD OR ACQUIRED HEREUNDER, OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR RESPECTING PROPRIETARY RIGHT INFRINGEMENT. INSIGHT NETWORKING DOES NOT AUTHORIZE ANY PERSON TO ASSUME FOR IT THE OBLIGATIONS CONTAINED HEREIN.**

## 7. Limitation of Liability

a. agrees that it will look solely to the manufacturers of the Products acquired pursuant hereto, or to the Third Party, for relief with respect to any and all claims, actions, suits, proceedings, demands, liabilities, losses, damages and expenses (including attorneys' fees) resulting from any claim by Client or any third party (including Client's employees) arising out of or related in any way to the Products or Services or the use or operation thereof, whether such claim is brought in contract, warranty, tort or otherwise (collectively "Liabilities"). Client will defend, indemnify and hold Insight Networking harmless from and against all such Liabilities.

b. **CLIENT WILL NOT IN ANY EVENT BE ENTITLED TO, AND INSIGHT NETWORKING WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CLIENTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDING DAMAGES FOR BODILY INJURY, CLIENT'S RECOVERY FROM INSIGHT NETWORKING FOR ANY CLAIM WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT GIVING RISE TO THE CLAIM, OR THE AMOUNTS PAID BY CLIENT FOR THE PRODUCT MAINTENANCE OR SERVICES GIVING RISE TO THE CLAIM THAT WERE PROVIDED DURING THE 6 MONTHS PRECEDING THE CLAIM, IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. INSIGHT NETWORKING SHALL NOT BE LIABLE FOR AND CLIENT SHALL INDEMNIFY, DEFEND AND HOLD INSIGHT NETWORKING HARMLESS FROM ANY CLAIMS BASED ON INSIGHT NETWORKING'S COMPLIANCE WITH CLIENT'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN INSIGHT NETWORKING, OR USE IN COMBINATION WITH OTHER PRODUCTS.**

c. No action arising out of the performance of any Services, or the sale and acquisition of any Products, pursuant to this Agreement may be brought by either party more than two (2) years after such cause of action accrues, except that an action for nonpayment may be brought within two (2) years of the date of the last payment.

## 8. Termination

a. Either party may terminate this Agreement without cause at any time by giving the other party at least thirty (30) days prior written notice.

b. Insight Networking may terminate any Order for default for which Client refuses or is unable to accept delivery, or fails to make payment when due and does not make such payment within ten (10) days after notice from Insight Networking that payment is past due.



c. Either party may terminate this Agreement and any Order without notice if the other party is unable to pay its debts when due or becomes insolvent, files for bankruptcy or is the subject of involuntary bankruptcy, or has its assets assigned or a receiver appointed.

d. Either party may terminate any Order for which the other party fails to perform any of its obligations hereunder with respect to such Order so as to be in default and fails to cure such default within thirty (30) days after written notice thereof.

e. All Orders existing at the time of termination of this Agreement shall remain in effect and shall be performed in accordance with the terms of this Agreement, except Orders terminated in accordance with this Section. Client shall pay for all Non-Standard Products ordered by Insight Networking for Client's account and for all work in process (including charges for labor and materials) as of the effective date of termination of this Agreement or Order, as applicable.

f. The exercise of the right to terminate this Agreement or any Order will be in addition to any other right and remedy provided in this Agreement or existing at law or equity that is not otherwise excluded or limited under this Agreement.

9. Intellectual Property. If an Order includes software or other intellectual property, such software or other intellectual property is provided by Insight Networking to Client subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement. Unless otherwise provided in the E-Rate Agreement, Insight Networking is not the licensor and Client acquires the license directly from the manufacturer or the manufacturer's authorized licensor.

10. Confidential Information. Client agrees to hold information designated in writing as confidential or proprietary by Insight Networking in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform Client's obligations hereunder, and to advise Client's employees, agents, contractors, and representatives of their obligations to keep such information confidential. Client shall take reasonable precautions to protect the confidentiality of such information, at least as stringent as Client takes to protect its own confidential information. Nothing herein transfers to Client any title to or ownership rights in any such information; and, upon written request of Insight Networking, Client will promptly return or delete any such information which it has in its possession.

11. Non-Solicitation. Client agrees that the personnel of Insight Networking as well as the personnel of any Third Party are critical to Insight Networking and the Third Party's ability to provide Services. Therefore, Client agrees not to hire or otherwise solicit the employment of any Insight Networking or Third Party personnel associated with performing the Services or supplying the Products acquired hereunder during the term of this Agreement or for one (1) year thereafter. If Client violates this prohibition, Client shall immediately pay to Insight Networking an amount equal to the annual compensation of the Insight Networking personnel solicited or hired or the amount Insight Networking would then be liable to the Third Party pursuant to any agreement with it.

12. Independent Contractors. Insight Networking, and each of the Third Party Providers, shall act as independent contractors. Neither party hereto shall represent that it has the authority, express or implied, to assume or create any obligation on behalf of the other party as agent or employee in any capacity. The parties agree that this Agreement does not establish a joint venture or partnership.

13. Security Interest. Insight Networking reserves a purchase money security interest in all Products purchased under this Agreement, all additions and accessions thereto and all replacements and proceeds thereof, to secure payment of Client's obligations. Such security interest is retained until Client's obligations are paid in full. Insight Networking may file this Agreement or financing statements pursuant to the Uniform Commercial Code or other applicable law to evidence or perfect Insight Networking's security interest in the Products. Client hereby irrevocably appoints Insight Networking as its attorney-in-fact to execute such financing statements and to do such other acts and things as may be necessary to perfect or preserve Insight Networking's security interest in the Products. At Insight Networking's request, Client shall join with Insight Networking in executing such financing statements. Client shall pay all fees, taxes, and assessments associated with the filing of this Agreement or financing statements.



14. Notices. Any notice required or permitted to be sent to either party under the terms of this Agreement or any agreement entered into pursuant hereto shall be deemed to have been given when in writing and delivered personally or mailed postage prepaid by registered or certified mail, return receipt requested, to the party to be notified at the address set forth below or such other address as the party may from time to time designate in writing:

CLIENT: \_\_\_\_\_

Attention: \_\_\_\_\_

**INSIGHT NETWORKING:**

Insight Networking  
1560 West Fountainhead Parkway, 2<sup>nd</sup> Floor  
Tempe, Arizona 85282  
Attention: Solution Center

15. General

a. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals and communications between the parties, written or oral, relating to the subject matter of this Agreement. This Agreement may be modified only by writings duly signed by authorized representatives of both parties.

b. Neither party shall be liable for failure to fulfill its obligations under this Agreement or any other agreement entered into pursuant hereto, or for delays in delivery due to causes beyond its reasonable control, including but not limited to, acts of God, acts or omissions of the other party, acts or omissions of civil or military authority, government priorities, changes in law, man-made or natural disasters, materials shortages, fires, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labor or materials through its regular sources. The time for performance of any such obligation shall be extended for the time period lost by reason of the delay.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

d. Except as specifically provided herein, Client may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Insight Networking. Any such attempted assignment shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.

e. The failure of either party at any time to require performance by the other party of any provision of this Agreement will not affect the right of such party to require performance at any time thereafter, nor will the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of any provision itself.

f. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in such jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

g. The headings used in this Agreement are for convenience of reference only and shall be ignored in the construction and interpretation of this Agreement.

16. Definitions

"Product(s)" means hardware, software, documentation, accessories, cabling, material, supplies and parts, and any Product Maintenance.

"Product Maintenance" means any maintenance and/or support of any hardware, software, documentation, accessories, cabling, material, supplies, or other parts that are performed by a Third Party.

"Services" means the specific consulting, network management, telecommunications expense management, or business process outsourcing services, or other related services, set forth in an Order and/or Statement of Work, to be performed by Insight Networking or a Third Party pursuant to this Agreement.

"Third Party" means a third party that designs and/or manufactures Products or performs Services that are resold to Client by Insight Networking. Third Party includes manufacturers and non-manufacturers, but does not include subcontractors.

If a capitalized term used in this Agreement is not identified in this Section 16, then that term shall have the definition ascribed to that term elsewhere in the E-Rate Agreement (e.g., in the Other Documents).

## 2.7 Contract Acceptance Page

By executing this Contract Acceptance Page, Client and Insight Networking agree to all the terms, conditions, provisions, and requirements of all of the following, subject to the requirements of the Schools and Libraries Division (the "SLD") of USAC pertaining to E-Rate funding: (i) Client's Request for Proposal/Quotation/Offer, as modified and supplemented by Insight Networking in this proposal; (ii) the Agreement (i.e., the Insight Networking Purchase Agreement for E-Rate Projects); and (iii) the following "Other Documents":

Document Name	Form No.	Date
Contract Renewal	Addendum 1	
Annual Services Agreement	Addendum 2	
Statement of Work	Addendum 3	

All of the foregoing together comprise and constitute one single contract between Client and Insight Networking and shall be referred to herein as the "Contract". In case of any ambiguity or conflict among the documents that comprise the Contract, the ambiguity/conflict will be interpreted and resolved in accordance with the following order of precedence: (1) the Insight Networking Purchase Agreement for E-Rate Projects; (2) the applicable Statement of Work; (3) the remaining Other Documents; (4) this proposal; and (5) the Client's Request for Proposal/Quotation/Offer that initiated this proposal.

By executing this Contract Acceptance Page, Client further confirms that:

- Client has selected Insight Networking (SPIN# 143 030 052) as its E-Rate service provider pursuant to the SLD's requirements for filing form 471.
- All executed Statements of Work related to services, if any, contained in or made in connection with this proposal have been reviewed by the Client prior to Client's execution and are wholly accepted upon Client's execution, including, but not limited to, the scope of work, deliverables, assumptions, client responsibilities, and completion criteria.

The persons signing this instrument hereby represent and warrant they have been duly authorized and empowered to sign this instrument on behalf of their respective party, and the parties accordingly acknowledge and agree that upon execution of this instrument, the Contract shall be a binding agreement between Insight Networking and Client.

Client Reference Number: 2010F471P2.3

Insight Networking Reference Number 201001031-erfp

### MCALLEN MEMORIAL LIBRARY

By: 

Authorized Signature

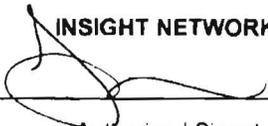
Name: Brent Branham

Printed or Typed

Title: Deputy City Manager

Date: 5-25-10

### INSIGHT NETWORKING

By: 

Authorized Signature

Name: Dave Woodward

Printed or Typed

Title: Senior Vice President

Date: 5-25-10



## 2.7 Contract Acceptance Page

By executing this Contract Acceptance Page, Client and Insight Networking agree to all the terms, conditions, provisions, and requirements of all of the following, subject to the requirements of the Schools and Libraries Division (the "SLD") of USAC pertaining to E-Rate funding: (i) Client's Request for Proposal/Quotation/Offer, as modified and supplemented by Insight Networking in this proposal; (ii) the Agreement (i.e., the Insight Networking Purchase Agreement for E-Rate Projects); and (iii) the following "Other Documents":

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All of the foregoing together comprise and constitute one single contract between Client and Insight Networking and shall be referred to herein as the "Contract". In case of any ambiguity or conflict among the documents that comprise the Contract, the ambiguity/conflict will be interpreted and resolved in accordance with the following order of precedence: (1) the Insight Networking Purchase Agreement for E-Rate Projects; (2) the applicable Statement of Work; (3) the remaining Other Documents; (4) this proposal; and (5) the Client's Request for Proposal/Quotation/Offer that initiated this proposal.

By executing this Contract Acceptance Page, Client further confirms that:

- Client has selected Insight Networking (SPIN# 143 030 052) as its E-Rate service provider pursuant to the SLD's requirements for filing form 471.
- All executed Statements of Work related to services, if any, contained in or made in connection with this proposal have been reviewed by the Client prior to Client's execution and are wholly accepted upon Client's execution, including, but not limited to, the scope of work, deliverables, assumptions, client responsibilities, and completion criteria.

The persons signing this instrument hereby represent and warrant they have been duly authorized and empowered to sign this instrument on behalf of their respective party, and the parties accordingly acknowledge and agree that upon execution of this instrument, the Contract shall be a binding agreement between Insight Networking and Client.

Client Reference Number: \_\_\_\_\_

Insight Networking Reference Number 201001031-erfp

**MCALLEN MEMORIAL LIBRARY**

**INSIGHT NETWORKING**

By: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Signature

Authorized Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Printed or Typed

Printed or Typed

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Addendum 1: Contract Renewal

Signature of this document shall constitute a renewal of the binding agreement executed by and between Calence, LLC dba Insight Networking ("Insight Networking") and McAllen Memorial Library ("Client") on \_\_\_\_\_ (the "Effective Date"), Contract No. \_\_\_\_\_ (the "Contract") in accordance with the requirements of the Schools and Libraries Division (SLD) of the USAC, pertaining to E-Rate funding.

By executing this document, Client confirms:

- It has selected Insight Networking (SPIN # 143030052) as its E-Rate service provider pursuant to the SLD's requirements for filing Form 471.
- The Contract, including all terms, conditions, and specifications thereof, is hereby renewed for an additional one-year term, and may be subsequently renewed annually for additional one-year terms upon mutual, written agreement of both parties at least (30) days prior to the end of the then-current term.
- Either party may terminate the Contract for its convenience upon thirty (30) days written notice to the other.
- The individual signing this document represents he/she has actual authority to execute this instrument and therefore bind Client to the requirements of this document.

Except as otherwise expressly provided in this document, the Contract shall remain unchanged and in full force and effect.

Client Reference Number: \_\_\_\_\_

Insight Networking Reference Number 201001031-erfp

### MCALLEN MEMORIAL LIBRARY

### INSIGHT NETWORKING

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_  
Printed or Typed

Name: \_\_\_\_\_  
Printed or Typed

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Addendum 2: Annual Services Agreement

This Agreement provides Help Desk Support and On Site Support described in Section 1 below (collectively, "Services") by Insight Networking's National Customer Support Center ("NCSC") for the covered equipment, cabling plant and software identified in Section 2.a. below (collectively, "Covered Equipment"). The Services are intended to assist Client's in house technical staff diagnosis and resolve problems with the Covered Equipment. Insight Networking uses the Insight Networking implementation of the Remedy® Total Call Management (TCM) service management software solution to manage service calls. Only Services provided hereunder which are authorized under the Schools and Libraries Division ("SLD") guidelines are provided under this Agreement.

### 1. SERVICES

#### a. Scope.

The Services are intended to answer operational and configuration questions, to determine if a problem exists with Covered Equipment, and to assist Client to report such problems for correction to the Third Party Provider that is responsible for correcting the problem. These Services are not intended to include or replace such services provided by other Third Party Providers to isolate and repair equipment, cable and software failures, including but not limited to services provided under the manufacturer's warranty and support agreements.

#### b. Help Desk Support

Help Desk Support is provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard Time ("Help Desk Covered Hours"). Client places its request for Help Desk Support by a telephone call to a toll free number or by sending an email to a designated email address, containing such information as Insight Networking requires to open a service request.

Help Desk Support's toll free number is 866.536.8767, and the email address is [ncsc-data-admin@calence.com](mailto:ncsc-data-admin@calence.com).

An NCSC technician will respond to the service request within one-hour during Covered Hours. The NCSC technician will collect the service request profile information, which Client shall provide, to include the on-site contact name and phone number, the make, model and serial number of the failing equipment, and a description of the problem, what functions were being performed at time of failure, description of any recent hardware or software changes, and other information as may be requested by Insight Networking. The service request and any outage alerts are entered into Remedy for call response, tracking and closure.

If the NCSC technician determines that call escalation is required, a network engineer will be contacted to assist with the problem.

#### c. Onsite Support

Onsite Services are provided during the hours of 7:00 a.m. to 5:00 p.m., local time at the Clients' site ("Onsite Covered Hours").

If a problem cannot be resolved remotely, a network engineer will be dispatched to arrive by the next-business-day after dispatch to provide on-site Services. In the event of an "Emergency," Insight Networking will use its best efforts to provide on-site response as soon as possible. An "Emergency" means a critical system failure affecting all users in a facility or the entire school district.

Once on-site, the network engineer stays in contact with both the Client user and the NCSC Help Desk allowing Insight Networking to track the progress and problem resolution. During the call resolution process Client can determine resolution status by contacting the Help Desk.

### 2. COVERED EQUIPMENT

The list of Covered Equipment is intended to reflect the most recent update to the SLD's eligible services list. If the list of Covered Equipment differs from the most recent SLD list, then the most current SLD list shall take precedence. Only equipment, cabling plant and software purchased from Insight Networking shall be part of the Covered Equipment.

#### a. Covered Equipment:

##### *Network Hardware:*

- Routers – Includes upgrade components, however WAN components are not included.
- Switches - Includes upgrade components, however WAN components are not included.
- Hubs - Includes upgrade components, however WAN components are not included.
- DSU/CSU - Includes upgrade components, however WAN components are not included.

##### *File Servers that are an integral part of the network:*

- Domain Name Server
- DHCP Server
- Email Server
- Terminal Server
- Web Server (Must not be used for storage of end user files)
- Firewall Server

**Network Operating Software:**

- Software, or software upgrades, that would be essential to support the network operating system only. Application software, and any software for workstations/desktops are not eligible. All software must be for servers or network hardware as listed above.

**Cabling:**

- LAN structured cabling plant, inclusive of all normal cabling/tie lines.

**Other E-Rate Eligible Items:**

- UPS devices
- Equipment Cabinets
- Wireless LAN Equipment
- Firewall Equipment
- MCU devices
- Email Software
- Client Licenses for eligible software
- CODEC
- Voice Interface Cards
- Voice/Video over IP (partially eligible)
- Voice Mail

**b. Non Covered Equipment:**

- WAN equipment and components
- Workstations/Desktops
- Adds, Moves, Changes of Workstations/Desktops
- Any software, of any kind, that resides on Workstations/Desktops
- Any software, of any kind, that resides on Servers, and is not operating systems software.
- Telephone Handsets
- Fax Machines
- Answering Machines

**3. SERVICES NOT COVERED**

The extent of Insight Networking Services provided hereunder is expressly stated in this Agreement. Any Service not specified herein is outside the scope of this Agreement. Without limiting the foregoing:

- Insight Networking is not responsible for lost data or any associated costs or attempts to reconstruct data that may have been lost while performing services hereunder.
- Insight Networking is not responsible for any lost application configurations or associated costs or attempts to reconstruct configurations that may have been lost while performing services hereunder.
- The Agreement does not provide user maintenance packs/kits, replacement parts, operating supplies or accessories including media such as tapes and disk packs.

Client acknowledges that the ability of Insight Networking to provide the Services contemplated under this Agreement requires that Client provide Insight Networking with all required information, cooperation and access to Client's network. Insight Networking shall not be obligated to provide or be liable for failure to provide the Services if Client fails to honor such obligations or if undertaken by Insight Networking in reliance upon incorrect information provided by Client.

**4. TOTAL HOURS**

Help Desk Support and On Site Support are limited to a maximum number of hours during the initial one year term of this Agreement ("Total Hours"). The Total Hours include all time providing Help Desk Support and On-Site Support, including round trip travel time. Any portion of the Total Hours not used prior to the end of the initial one year term of this Agreement shall expire and may not be carried over to any subsequent renewal or other contractual agreement.

**5. PRICING**

*Help Desk Support and On Site Support for a maximum of 100 Total Hours. The Total Hours may be utilized beginning July 1, 2010, and ending on June 30, 2011. Any portion of the Total Hours not used prior to the end date shall expire and may not be carried over to any subsequent renewal or other contractual agreement.*

**Maintenance: \$10,625**

## Addendum 3: Statement of Work

A Statement of Work substantially similar in form to this Addendum 4 must be mutually agreed upon and executed by the parties before Insight Networking has any duty or obligation to provide any Services. Please refer to the Scope of Work appendix for the proposed scope of work. A signed, formal Statement of Work will be required prior to implementation.

This Statement of Work between Calence, LLC dba Insight Networking ("Insight Networking") and McAllen Memorial Library ("Client") is dated effective \_\_\_\_\_ ("Effective Date") and is delivered in connection with Request for Proposal No. [Client RFP No.], E-Rate 13 Form 470 - Network (Cisco) Internal Connections (the "RFP"), Contract Reference No. \_\_\_\_\_ (the "Contract"), Insight Networking's response to the RFP dated \_\_\_\_\_ (the "Response"), and this SOW (collectively, the "Agreement"). In the event of any conflict between the contract documents, the following order of precedence will apply: 1) this SOW, 2) Insight Networking's response to the RFP, 3) the Contract, and 4) the RFP.

### Objectives

Insight Networking will meet the following Services objectives:

- [Statement summarizing Insight Networking services]

### Scope and Approach

Insight Networking will perform the following Services:

#### Project Management

- Be the primary point of contact to Client on all Project issues, needs and concerns
- Conduct an initial planning meeting prior to the start of the project
- Complete change-request documentation as required
- Manage client expectations and satisfaction throughout the project
- Schedule and coordinate the necessary resources to support the project
- Identify, escalate and document project issues as necessary
- Provide team leadership and guidance
- Create and maintain a project plan in conjunction with Client and measure weekly progress against mutually agreed-upon milestones
- Schedule and conduct team update/status meetings
- Schedule and conduct project status meetings with Client's designated project representative
- Prepare written status reports for Client at mutually agreed-upon intervals

#### E-Rate 13 Form 470 - Network (Cisco) Internal Connections

- [Statements outlining Insight Networking services]

### Deliverables

Deliverables, if any, will be agreed upon by both parties in writing.

### Assumptions/Requirements

The following assumptions and requirements apply for this Services engagement:

1. Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight Networking, (b) provide input throughout the project and will review progress at review meetings requested by Insight Networking; and (c) provide Insight Networking with access to all of Client's information, documentation and technology, and acquire all permits, licenses, and rights of ways, necessary for Insight Networking to perform the Services in accordance with this Statement of Work, including a list of all Client and third-party contacts necessary for Insight Networking to do so. Such cooperation, input, and access are critical to this project, and Client's representation at all review meetings is essential.