

323 South Main  
Findlay, OH 45840  
P: (419) 423-2666  
W: www.centracomm.net

Prepared For:		Quote Information:	
<b>Name:</b> Will Ersing	<b>Quote #:</b> 1004014		
<b>Company:</b> City of Hudson	<b>Created:</b> 01/06/2023		
<b>Address:</b> 115 Executive Parkway, #400 Hudson, OH 44236	<b>Expires:</b> 02/04/2023		
<b>Phone:</b> (330) 342-1882	<b>Rep:</b> Monica Ware		
<b>Email:</b> wersing@hudson.oh.us	<b>Email:</b> mware@centracomm.net		
	<b>Phone:</b> (419) 423-2666		

Shipping charges will be invoiced after shipment occurs and may arrive on a separate invoice.

Managed Services	Item	Recurring	Price	Qty	Ext. Rec.	Ext. Price
<b>CentraComm Management</b>	CentraSecure	\$2,350.00	\$0.00	1	\$2,350.00	\$0.00
<b>Managed Services Recurring Subtotal</b>						<b>\$2,350.00</b>
<b>Managed Services Subtotal</b>						<b>\$0.00</b>

Professional Services	*Optional	Item	Price	Qty	Ext. Price
<b>The City of Hudson has engaged CentraComm to provide 120 hours of professional services for general Juniper programming support for general support &amp; programming of the routing infrastructure</b>		CentraConsult	\$250.00	120	\$30,000.00
which consists of two MX480's running BGP, announcing five /24s, two GRE tunnels, and are connected via MPLS/eVPN to share routes between them.					
<b>*Professional Services Optional Amount</b>					<b>\$30,000.00</b>

One Time Expenses	Amount
Managed Services	\$0.00
<b>Total</b>	<b>\$0.00</b>

Optional Expenses	Amount
Professional Services	\$30,000.00
<b>Optional Subtotal</b>	<b>\$30,000.00</b>

Terms Recurring Payments	No. of Payments	Amount	Extended Recurring
<b>1 year</b>	<b>12</b>	<b>Monthly</b>	<b>\$2,350.00</b>
			<b>\$28,200.00</b>

Your electronic acceptance of these conditions indicates that you have read and accept the Terms and Conditions as presented in the attached PDF document as well as any additional attached documents.

We reserve the right to cancel orders resulting from pricing or other errors.

Payment terms: Net 30 days. Accounts not paid within terms are subject to a 1.5% Monthly Finance Charge. All pricing and terms contained in this document are CONFIDENTIAL and PROPRIETARY to the contact person and company listed in contact section.



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Pricing does NOT include taxes, fees or shipping charges. Final quote approval may be subject to end user credit approval.

There is a 3% administration fee added to all amounts paid with credit card.

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Signature

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Date

CentraComm Communications  
**Statement of Work**

This Statement of Work (SOW) is effective between the City of Hudson and CentraComm Communications, Ltd. (CentraComm) for network consulting services.

**Description of Services:**

CentraComm will perform the following high-level services for the City of Hudson as outlined below.

**Project Scope**

The City of Hudson has engaged CentraComm to provide managed services to provide the following:

- Moves, adds, and changes
- Network down emergency assistance
- Software\Firmware Upgrades
  - When approved and recommended by the OEM, with timing approved by the City of Hudson.
- Break/Fix/RMA
- Configuration support
- Offsite back-up of configurations
- Create appropriate connectivity to customer devices
- 24\*7\*365 Alerting on customer-requested performance thresholds including:
  - Device availability (up\down)
  - CPU utilization
  - Memory Utilization
  - Response Time
  - Interface Utilization
- Device logging: 90-day retention of managed & monitored devices
- Manage communication between The City of Hudson and Vendor Support
- Quarterly Business and Service review
- Priority Service Level Agreement (SLA)
  - **Critical** - Managed device is down or there is a critical security breach: 15 minutes response
  - **High Priority** - Changes\issues that have major impact on the managed device: 1 hour response
  - **Medium** - General Move/Add/Changes: 4-hour response
  - **Low** - General Questions: 24-hour response

**Management of the specified devices will commence upon completion of the onboarding procedure.**

- CentraComm Project Manager will perform demo and onboarding of designated customer team members to the CentraComm ticket portal

**Defined Success Criteria:**

- Positive feedback from the City of Hudson personnel.
- Successful onboarding of managed devices.

**Assumptions & Limitations:**

- All Managed Services work will be performed remotely unless otherwise stated.
  - *If on-site assistance is needed from CentraComm, the rate will be \$235 per hour T&M.*

- 24-hour notice is required for on-site assistance, unless otherwise specified and agreed upon by both parties.
- Support tickets shall be entered in the CentraComm ticket portal.

**Root Insurance Responsibilities**

For CentraComm to provide the Services, the City of Hudson will:

- Ensure active OEM support is on all relevant equipment so that cases can be opened.
  - **If OEM support is not active on any given device, upgrades, support, remediation, and all other associated activities will be best effort only.**
- Ensure CentraComm is provided contact info for all resources approved to open tickets on behalf of the customer, if applicable.
- Ensure resource(s) are availability to work with CentraComm team upon need.

**Name of Contractor: CentraComm Communications, Ltd.**

- **Contract Term Start Date: 2/1/23**
- **Contract Term End Date: 2/1/24**

**Device Information**

The following list of devices, manufacturer, model and serial number will be covered under this managed services contract.

- Fixed Fee Management:
  - *Fixed Fee management is based upon on standardized time guidelines established for the services that is required to effectively support the number of devices listed above. Annual reviews will be performed to ensure that the service package is sized properly.*
- Length of Term: **12 Months**

Manufacturer	Device	Number	Serial Number
Juniper	MX480	2	TBD
		2	

**Terms & Conditions**

**Rate & Payment Schedule**

**Monthly recurring managed service fee: \$2350.00**

- **Net terms:** 30 days

**Rate & Payment Schedule**

The representative of The City of Hudson, for the purpose of administering this Agreement, who shall have full authority to request the services to be provided, is Will Ersing or any other person designated in writing by The City of Hudson.

**CentraComm Communications, Ltd.**

**The City of Hudson**

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

**1. Applicability of General Terms and Conditions.** Regardless of whether this Pricing Terms form is signed, these General Terms and Conditions apply to all (i) software licensed, (ii) licenses, hardware, equipment, and other goods purchased, and (iii) maintenance, consulting, and other services provided pursuant to this Pricing Terms form whether or not this Pricing Terms form is expressly referenced in Customer's purchase order. Unless otherwise agreed by the parties in writing, no inconsistent terms or conditions in any purchase order or other Customer documents or instruments shall be applicable to a transaction within the scope of this Pricing Terms form.

**2. Ordering Software, Goods or Services.** Pricing Terms shall not be binding on CentraComm until it has been fully executed. These General Terms and Conditions are incorporated into each Pricing Terms form. A Pricing Term form may contain terms that are additional to those contained herein and are specific to the particular products or services offered therein.

**3. Fees.** Customer will pay those charges identified in the Pricing Terms form. Those charges are subject to change in the event of modifications in the manufacturer's pricing list. CentraComm, in addition to any other legal remedy, may charge Customer \$25.00 for any check returned without payment by the corresponding bank.,

**4. Payments.** Unless otherwise provided in the Pricing Terms form, all charges owed by Customer to CentraComm shall be due thirty (30) days after Customer's receipt of a written or emailed invoice from CentraComm setting forth such charges. Customer shall not have the right to offset any disputed amount by any undisputed amount owed to CentraComm by Customer. If any payment owed by Customer to CentraComm is not paid within ten (10) days of its due date, Customer shall be charged a fifteen dollar (\$15.00) late payment fee, and such overdue payment shall bear interest at the rate of one and one half percent (1½%) per month from the original due date until paid. Customer shall also be liable to CentraComm for the reasonable costs of collection incurred by CentraComm in collecting any payments owed by Customer under this Pricing Terms form, including reasonable attorneys' fees. CentraComm may modify the payment terms or require other reasonable assurance of payment (e.g., a deposit or other acceptable form of security) if it reasonably deems itself insecure with respect to Customer's ability to pay (e.g., if Customer has failed to pay an invoice when due, or if there is a material adverse change in Customer's financial condition, etc.). Returns, if any, are subject to CentraComm, distributor and manufacturer return policies and approvals. Customer acknowledges that contracts for special order goods cannot be canceled and that no special order goods may be returned.

**5. Title and Risk of Loss.** Risk of loss to hardware, equipment and other goods shall pass to Customer (i) upon delivery, or (ii) if Customer unjustifiably fails to take delivery of the hardware, equipment and/or other goods, at the time delivery is tendered. Notwithstanding the foregoing, title to such hardware, equipment and/or other goods shall not pass to Customer until payment is received by CentraComm for such hardware, equipment and/or other goods.

**6. Taxes.** Customer shall bear the cost of any and all applicable federal, state, and local taxes incurred in connection with any goods or services provided to Customer by CentraComm under this Pricing Terms form. If Customer is exempt from the payment of any tax it shall provide CentraComm with a valid certificate to that effect from the appropriate taxing authority.

**7. Termination.** Except as otherwise provided in this Section 6, if either party materially defaults in the performance of any of its duties or obligations under this Pricing Terms form, including without limitation any Addendum and fails within 30 days after written notice thereof to commence curing the default and thereafter to proceed with reasonable diligence to substantially cure the default, the other party may, by giving written notice thereof, terminate, at its election, this Pricing Terms form effective immediately.

If Customer defaults in the payment of any amount due to CentraComm pursuant to this Pricing Terms form and does not cure such default within 10 days after written notice thereof, CentraComm may, by giving written notice thereof to Customer may terminate any services being provided to Customer immediately.

All license rights granted will cease at the end of the respective terms set forth in this Pricing Terms form.

**8. Customer Obligations.** Use of the services provided to Customer and CentraComm's network shall comply with CentraComm's Acceptable Use Policy, a copy of which is posted on <http://www.centracomm.net/company/acceptable-use-policy.aspx>.

**9. Acceptance of Risks.** CentraComm shall not be liable for any claims, losses or damages relating to the content or quality of any Internet transmissions or anything else beyond CentraComm's control, including, but not limited to, computer viruses, obscene or objectionable language or images, lost data, or network outages or inaccessibility, regardless of the legal theory under which such liability is asserted and regardless of whether a party has been advised of the possibility of any such liability, loss or damage.

**10. WARRANTY DISCLAIMER. UNLESS EXPRESSLY SET FORTH OTHERWISE IN THE PRICING TERMS FORM, CENTRACOMM DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES PROVIDED BY CENTRACOMM OR ITS PERSONNEL PURSUANT TO THIS PRICING TERMS FORM, OR THE RESULTS OBTAINED FROM THEIR WORK PURSUANT TO THIS PRICING TERMS FORM. ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE ARE EXPRESSLY DISCLAIMED AND EXCLUDED BY CENTRACOMM.**

CentraComm shall have no responsibility to Customer for mistakes and/or omissions in the configuration of goods or any other condition if previously approved by Customer.

If Customer licensed, sublicensed, purchased or leased any third-party software, hardware, and/or third-party services from CentraComm, Customer must refer to the separate limited warranty documentation, if any, provided with the software, hardware and/or services by the manufacturer or licensor for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties will be limited to those expressly set forth in such documentation. If the software, hardware and/or services did not include a limited warranty from the manufacturer or licensor, Customer agrees that it accepts the software, hardware and/or services.

"AS IS". OTHER THAN WARRANTIES, IF ANY, AS TO THE SOFTWARE, HARDWARE AND/OR SERVICES EXPRESSLY SET FORTH IN DOCUMENTATION PROVIDED WITH THE SOFTWARE, HARDWARE AND/OR SERVICES BY THE MANUFACTURER OR LICENSOR, CENTRACOMM MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE SOFTWARE, HARDWARE AND/OR SERVICES BY THE MANUFACTURER OR LICENSOR.

**11. LIMITATION ON CONSEQUENTIAL DAMAGES, ETC.** IN NO EVENT SHALL CENTRACOMM BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION), REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, OR WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**12. LIMITATION OF CUMULATIVE LIABILITY.** UNDER NO CIRCUMSTANCES SHALL CENTRACOMM'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, EXCEED THE MONTHLY RECURRING CHARGE PAID BY CUSTOMER TO CENTRACOMM FOR THE AFFECTED SOFTWARE AND/OR SERVICE IN THE MONTHLY IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM.

**13. Export Control Laws.** Customer agrees to comply with all applicable laws, regulations, rulings and executive orders of the United States relating to the export, re-export or import of any hardware, software, equipment and other goods (including but not limited to the export and destination control regulations of the Commerce and Treasury Department) and with all applicable foreign laws relating to the use, importation, licensing or distribution of the hardware, software, equipment and other goods covered by this Pricing Terms form..

**14. Entire Agreement and Modifications.** This Pricing Terms form, and the Acceptable Use Policy constitute the entire agreement between Customer and CentraComm with respect to the subject matter hereof, and supersede all prior negotiations and agreements between the parties, and constitute their entire understanding, with respect to the subject matter. If Customer issues a purchase order, memorandum or other instrument covering the goods, licenses or services provided under this Pricing Terms form, it is agreed that any terms and conditions contained therein that are additional to, or inconsistent with, this Pricing Terms form will not be binding on the parties. This Pricing Terms form may not be modified except in writing, signed by both parties; provided, however, in the event of a conflict between this Pricing Terms form and Customer's Master Services Agreement, if any, the Master Services Agreement shall control.

**15. Governing Law, Venue and Attorneys Fees.** This Pricing Terms form shall be construed in accordance with, and governed by, the laws of the State of Ohio, without regard to that state's choice of law principles. Any action brought in connection with this Pricing Terms form shall be brought only in the federal courts located in Toledo, Ohio or state courts located in Hancock County, Ohio. Customer irrevocably submits to the personal jurisdiction of such courts, and waives any objection it may have concerning the venue or convenience of such forums. The prevailing party in any action brought in connection with this Pricing Terms form shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

**16. Conflict.** In the event of any express conflict or inconsistency between the provisions of these General Terms and Conditions and the provisions of Customer's Master Services Agreement or other previous written agreement with CentraComm for goods or services ("Existing Agreement"), the provisions of the Existing Agreement will govern and control; provided, however, that the provisions of these General Terms and Conditions will be so construed as to give effect to the applicable provisions of these General Terms and Conditions to the fullest extent possible."