



## BLOCK HOURS SCHEDULE

This Block Hours Schedule (the "Schedule") is entered into as of December 27, 2023 (the "Effective Date"), by and between United Systems, Inc. ("United Systems") and Tulsa County ("Client"). This Schedule contains all terms and conditions for this engagement between United Systems and Client. Capitalized terms used in this Schedule and not otherwise defined have the meaning given to them in the Schedule.

<b>Site Location(s):</b>	Tulsa County, 218 W 6th Street, Tulsa, Oklahoma 74119		
<b>Primary Client Contact:</b>	Beau Blackford	<b>Emergency Phone #:</b>	918-596-5223
<b>Secondary Client Contact:</b>	Paul McAlester	<b>Emergency Phone #:</b>	918-596-5223

### Services Included In This Schedule:

United Systems will provide the following Services to Client under this Schedule, subject to the terms hereof. See Appendix A for further description of the Services, and Appendix B for the Service Level Agreement:

Services Included In Coverage
<b>Senior Network Engineer Labor: FortiVoice Phone System Configuration and Migration Assistance</b>

### Fees:

<b>Account Executive</b>	Scott Parker
<b>Billing Cycle</b>	Invoiced as used
<b>Fee</b>	\$18,800.00 (80 hours x \$235 per hour)

CURRENT RATES FOR ADDITIONAL SERVICES *	
RESOURCE	STANDARD RATE/HR
Senior Network Engineer	\$235
Network Engineer	\$190
System Technician	\$165
Device/Desktop Technician	\$145
Cabling Technician	\$125

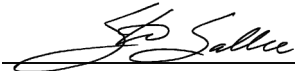
**Additional Terms and Signature:**

**APPENDIX C CONTAINS ADDITIONAL TERMS AND CONDITIONS REGARDING THE SERVICES PROVIDED UNDER THIS SCHEDULE. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS SCHEDULE (INCLUDING THE ATTACHED APPENDICES) AND IS AUTHORIZED TO EXECUTE THIS SCHEDULE.**

*United Systems, Inc.*

*Tulsa County*

By: 

By: 

Scott Parker - Account Executive  
Print Name and Title

Stan Sallee Chairman  
Print Name and Title

Date: 12/27/2023

Date: 1/2/2024

**Submitted: December 27, 2023. Fees above valid 30 days from date of submission.**

Approved as to Form

*andrew Higganbotham*

Assistant District Attorney- Civil Division  
Tulsa County

## APPENDIX A – Scope of Work

### Senior Network Engineer Labor: FortiVoice Phone System Configuration and Migration Assistance

United Systems has estimated the scope of work below may be able to be completed in *approximately* 80 total hours. There are multiple factors that will impact the efficiency of the project such as having the proper credentials and network access in place for United Systems prior to starting work. See “Tulsa County Responsibilities” below. United Systems will provide regular progress reports and advise if the estimation of eighty (80) hours will be exceeded prior to completing the scope of work. A new block hours schedule will be provided at that time before continuing past the original eighty (80) hours if needed.

#### \* United Systems Responsibilities:

- Work with customer to configure 2x FVE-5000 systems in Active/Standby HA Mode.
- Verify proper VRRP configuration/operation.
- Configure test phone(s) for diagnostics purposes.
- Configure SIP Trunks to existing Cisco CUCM System for hybrid calling to/from each system.
- Configure temporary PSTN in/outbound routes through CUCM, keeping the current PRI PSTN connectivity through CUCM.
- Configure SIP Trunks for Xmedius.
- Prepare automated attendants in FVE to match previous Cisco CUC call handlers.
- Prepare call center features to represent previously configured call cues in Cisco CCX.
- Activate latest stable FortiFone firmware suitable for production use.
- Configure LDAP authentication/extension creation in FVE.
- Configure SMTP settings for e-mail notifications from the system.
- Configure remote softphone access to the system from the internet if desired.
- Ensure proper import/provisioning of FortiFone devices.
- Assist with cutover between Cox PRI and Cox SIP Trunk and associated in/outbound route patterns.
- Provide as-built documentation showing IP, call flow, and other troubleshooting information.

#### \* Tulsa County Responsibilities:

- Purchase/acquire a CA-signed certificate for the system (Wildcard certificate will work.)
- Provide all hardware.
- Provide secured remote access via VPN or web-access.
- Provide an onsite technical resource to provide systems access and remote hands as needed during the discovery and configurations.
- Provide existing network diagram containing networks/devices in scope with IP addresses and interfaces defined and labeled.
- Arranging and complying with Tulsa County maintenance windows and processes.
- Physical mounting/deployment of Fortinet IP phones and/or handsets.
- Tulsa County will need to install the phones following the steps below:
  - Un-box and inspect the device and accessories.
  - Install the appliance in a 19” rack or Company pre-specified location.
  - Connect the included power cord to the appliance and wall outlet.
  - Connect Tulsa County provided Ethernet cables from the appliance to Client-provided switch.
  - Connect Tulsa County provided Trunk cabling (Ethernet, PRI) to appliance.
  - Install the Fortinet FortiVoice Enterprise code version chosen for the implementation.
  - Document the MAC address of the phone and its intended physical location.

- The Fortinet IP Phones require an IEEE standard 802.3af Power over Ethernet (PoE) source. It will be assumed that Client has provided PoE switch ports or injectors to be used for the installation.
- Completed implementation of the wired infrastructure, including required VLANs
- Validated working power over Ethernet source to power the phones.
- Fortinet phones will be implemented in layer 3 mode utilizing DHCP. Static IP address assignment of the phones is out of the scope of the proposed services.
- All non-Fortinet network and telecommunication infrastructure including route, switch, and security requiring configuration changes to implement the Fortinet solution will be configured by Tulsa County.
- All non-Fortinet services including DHCP and DNS requiring configuration changes to implement the Fortinet solution will be configured by Tulsa County.
- United Systems must have timely access to IT infrastructure rooms, as well as access to a public Internet connection that may be used as required to perform the implementation.
- Completion of the FVE Configuration Survey
  - Ensuring all required licenses have been purchased and have been installed.
- Any schedule changes, requested by Tulsa County, requires advance notification in writing to United Systems or the Service will be deemed delivered in accordance with the following terms:
  - Cancellation or reschedule for Services to be delivered during business hours, with less than 2 business day notice, before the start of the first consecutive day, will be charged in full, up to a quantity of 5 days of Professional Services.
  - Cancellation or reschedule for Services to be delivered outside of business hours (i.e. nights and weekends), with less than 3 business day notice, before the start of the first consecutive day, will be charged in full, up to 5 days of Professional Services.
  - Any incurred, non-refundable travel and expenses will be invoiced in full (unless such expenses can be credited for use with the rescheduled Services).

### **Customer Service Center**

United Systems will provide Client with telephone, web and email access to the United Systems Customer Service Center during Normal Business Hours, which are:

8:00am – 5:00pm Central Time, Monday through Friday, excluding public holidays

Phone: (405) 778-8316

Email: [support@unitedsystemsok.com](mailto:support@unitedsystemsok.com). This will generate a customer support ticket in the United Systems dispatch system and will also email Customer a support ticket number.

Web: Visit [www.unitedsystemsok.com](http://www.unitedsystemsok.com) click on Login, then Support.

The Customer Service Center may assist in scheduling routine requests for assistance and answering any questions regarding Services covered under this Schedule.

## APPENDIX B

### Service Level Agreements

#### Response and Resolution Times

The following table shows the targets of response, resolution and escalation threshold times for each priority level. All times are measured during Normal Business Hours:

Priority Level Definition	Priority Level	Target Response Time	Target Resolution Time	Escalation Threshold
Network down (all users and functions unavailable).	1	1 hour callback, remote or onsite response within 4 hours	ASAP	2 hours after first response
Significant degradation of Network (large number of users or business critical functions affected)	2	4 hours callback, remote or onsite response within 4 hours	ASAP	8 hours after first response
Limited degradation of network or user issue (one or small number of users or functions affected, business process can continue).	3	8 hours callback, remote or onsite response by next business day	ASAP, as commercially reasonable	48 hours after first response
Single user, non-critical issue (business process can continue, one user affected).	4	8 hours callback, remote or onsite response by next business day	ASAP, as commercially reasonable	96 hours after first response

\* The above response times only apply to Services directly provided by United Systems. United Systems does not make any commitments or guarantees regarding response times of 3<sup>rd</sup> party providers or vendors. All on-site response times are relative to the Oklahoma City metro area and a surrounding 30-mile radius.

#### Support Tiers

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, and the issue is identified and initially documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 <sup>rd</sup> party (vendor) support engineers to resolve the most complex issues.

Client may request emergency services outside of Normal Business Hours to respond to critical network issues. Emergency services rendered via remote assistance or onsite assistance outside of Normal Business Hours are subject to be billed at double the normal rate for requested services.

# APPENDIX C

## TERMS AND CONDITIONS

### 1. Normal Business Hours Support

Unless otherwise expressly agreed on the Schedule, United Systems provides Services under this Schedule only during Normal Business Hours, and all work performed by United Systems after Normal Business Hours will be billable to Client as an additional Service, per the terms of the Schedule.

### 2. Hardware

United Systems does not provide hardware warranty or maintenance services and does not maintain an inventory of spare parts or replacement hardware. It is Client's responsibility to enter into appropriate warranty/replacement arrangements with hardware vendors. United Systems will use reasonable efforts to coordinate with hardware warranty/maintenance providers in the repair and replacement of defective hardware. United Systems reserves the right to utilize the services of manufacturer's representatives for repairs guaranteed by those manufacturers under separate service contracts. United Systems shall have no obligation with respect to components that are identified by its manufacturer as a consumable or expendable item including, but not limited to, printer cartridges, fuser assemblies, batteries, print heads, magnetic media, paper supplies and similar items; handling all such items are the Client's responsibility.

### 3. Disaster Planning

A formal disaster recovery or business continuation plan is NOT within the scope of this Schedule. Although the services to be provided under this Schedule can, under certain conditions, help Client recover from certain disasters, it should in no way be considered a formal disaster recovery or business continuity plan. If Client requires a disaster recovery or business continuation plan, including testing of the plan, United Systems can assist Client with the development of such a plan. All time spent in the development and testing of this plan would be billable at a discounted rate or as an agreed additional service.

### 4. Exclusions

United Systems is not required to provide any Services except those Services expressly set forth in this Schedule. Without limiting the foregoing, the following items, fees, and/or services are excluded from the Service under this Schedule; any work performed related to the following will be billed at United Systems' standard rates:

- (a) The cost of any parts, equipment, or shipping charges of any kind.
- (b) Third-party software license fees, renewal fees, or upgrade fees of any kind
- (c) The cost of any third-party vendor or manufacturer support or incident fees of any kind.
- (d) Programming (modification of software code) and program (software) maintenance.
- (e) Training services of any kind unless otherwise agreed in writing by United Systems.

### 5. Services

- (a) Schedules. The Services are described in Schedules agreed by the parties from time to time. Services may be added or modified through a mutually executed Schedule. The term "Schedule" hereunder refers to a Schedule or Statement of Work signed by both parties.
- (b) Hours of Service. Unless otherwise agreed by United Systems, all Services will be provided during "Normal Business Hours", defined as weekdays between 8:00 a.m. and 5:00 p.m. Central Time, excluding holidays on which United Systems is closed. United Systems charges a higher, premium rate for work done outside of Normal Business Hours.
- (c) Customer Service Center. For certain Managed Services (but only if expressly agreed on a Schedule), United Systems will maintain a centralized "Customer Service Center" to manage the reporting and handling of technical issues. Client agrees to report all technical issues to the Customer Service Center if such Managed Services are provided. The Customer Service Center must be contacted by Client in the manner communicated by United Systems to Client from time to time. The Customer Service Center is typically staffed during Normal Business Hours. Customer Service Center support after Normal Business Hours will be provided only if agreed by the parties as indicated on a Schedule.
- (d) Start Date. United Systems may specify in a Schedule an estimated date for beginning the Services. Any such estimated date is made for project planning purposes only and is not a guarantee; United Systems may revise an estimated start date at any time if the assumptions upon which United Systems relied in determining its initial estimate change the scope of the Services, or if Client fails to provide required information, assistance, and/or decisions.

- (e) Warranty/Maintenance Service. United Systems does not provide warranty service (including extended warranty and maintenance service) for any third party hardware or software unless expressly agreed in writing by United Systems. United Systems strongly recommends that Client maintain its hardware and software under warranty or extended warranty/maintenance (for some Services, United Systems may require that Client maintain its systems under warranty or extended warranty/maintenance). Client may request that United Systems provide certain products and services that are also covered under the manufacturer's warranty in order to expedite repairs to Client systems. Client is responsible for any potential impact that this may have on Client's manufacturers' warranty.
- (f) Compliance. Client agrees to comply with all applicable federal, state, local and foreign laws, rules and regulations in connection with its use of the Services and of its IT systems.
- (g) Restrictions. Client shall not: (1) use or allow use of the Services to provide time-sharing, outsourcing, service bureau, or other IT services to third parties; or (2) reverse engineer, decompile, disassemble, modify or change any portion of software provided to Client by United Systems in connection with the Services ("**Software**"), or attempt to do any of the foregoing.

## 6. Fees and Payment

- (a) Fees. Client shall pay United Systems the fees and other amounts set forth in the Schedule(s). Unless otherwise agreed on a Schedule, all setup fees and recurring fees for Managed Services are payable in advance. United Systems may in its sole discretion require that a portion or all amounts due for hardware and software purchases be paid in advance of United Systems' ordering of such hardware or software, and/or on a COD basis.
- (b) Rates. Rates are as identified in this Schedule.
- (c) Terms. All invoices are due per terms stated on them. All payments under this Agreement shall be made in United States dollars and are non-refundable. Client's agreement to any Schedule constitutes a valid purchase order for the Services associated with that Schedule.
- (d) Taxes. Client represents and warrants that it is a tax-exempt entity and will provide United Systems upon request with a correct copy of Client's tax-exempt certification.

## 7. Authorization to Access Client Devices

Client hereby authorizes United Systems to access, connect to and manage Client devices via remote technologies as required for the Services without first contacting Client. These activities may include, but are not limited to: (a) updating or changing software drivers; (b) installing and applying software patches; (c) rebooting devices for support purposes; (d) deleting temporary files and clearing caches; (e) starting or restarting application services; (f) verifying and validating data backup jobs; and (g) accessing and copying data upon Client's specific request. Notwithstanding the above, Client is responsible for notifying United Systems in advance of entering into a Schedule of any policies and restrictions relating to access or connections Client systems and facilities.

## 8. General Client Requirements

Client will, at its own cost:

- (a) Cooperate with and assist United Systems in the performance of the Services, and interact with United Systems in a professional and courteous manner. Client will for example reboot servers or monitoring agents upon request of United Systems; if Client does not wish to perform such functions, then if necessary United Systems will come on site and additional fees will apply.
- (b) Maintain sufficient bandwidth and a high speed Internet connection at the Client site(s) to support the Services. If this is not maintained, United Systems will not be obligated to provide the Services and/or may increase fees for the Services to reflect the higher cost of supporting Client.
- (c) Remain solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client data, information, and materials ("Client Data").
- (d) Provide all necessary information when requesting technical support. This information includes but is not limited to: (i) name of the end user experiencing issue; (ii) location of end user and computer; (iii) contact information for end user; and (iv) detailed description of the issue.
- (e) If Services are performed at Client's place of business, Client agrees to furnish full and safe access to Client's office, network and systems for United Systems' employees. Client will also provide access cards/keys, adequate parking, internet access, and reasonable work space. Client shall notify United Systems of any health or safety hazards that may exist at Client's location and provide and/or recommend safety procedures to be followed.
- (f) Client also agrees: (i) to provide any and all passwords necessary for United Systems' employees to perform requested tasks, and (ii) that United Systems may request a unique administrative password for the purpose of providing ongoing maintenance and support of Client's network and systems. Client acknowledges that in approving a unique administrative password to United Systems and its employees that Client assumes full responsibility and any liability resulting from that decision, unless due to United Systems' willful misconduct or gross negligence.
- (g) Notify United Systems immediately of any issues relating to the equipment and services being managed or monitored.
- (h) Maintain Client site conditions within the environmental range of all Client system devices and media as specified by the manufacturer.

- (i) In connection with Customer Service Center services, be responsible for designating one or more authorized contacts for screening end-user service requests and to determine level of service needed and assignment of requests to United Systems.
- (j) Instruct all users to leave workstations, servers and other computer and network equipment on at all times, unless otherwise instructed by United Systems. Users shall also leave any remote agents active and running at all times unless otherwise instructed by United Systems. Users may log off at the end of their work shift.
- (k) Notify United Systems upon the removal of a covered device from the network so the United Systems' remote management and monitoring systems can be updated.
- (l) Provide necessary supplies when deemed necessary, including but not limited to printer consumables, backup tape media, and tape drive cleaning supplies

## 9. United Systems Equipment

- (a) Equipment. Client agrees that United Systems may in support of the Services deliver certain United Systems Equipment to Client and install such United Systems Equipment on Client premises. "**United Systems Equipment**" means any equipment provided by United Systems to Client in support of United Systems Services, including but not limited to network management appliances (NMAs), firewall appliances, backup devices, SSL VPN appliances, and data protection devices.
- (b) Ownership. The United Systems Equipment is and at all times shall remain the sole and exclusive property of United Systems and Client agrees that it does not become an owner of any United Systems Equipment because of the payments provided for in this Agreement. Upon termination of this Agreement, subject to any applicable laws or regulations, United Systems may, but is not required to, retrieve any associated United Systems Equipment not returned by Client as required below. Client agrees to pay any expense incurred by United Systems in any retrieval of the unreturned United Systems Equipment. United Systems will not be deemed to have "abandoned" the United Systems Equipment if it does not retrieve such equipment. United Systems shall be entitled to seek injunctive relief to enforce its rights with respect to the United Systems Equipment.
- (c) Access. Client agrees to provide United Systems and its authorized agents access to Client premises on a 24 x 7 basis upon reasonable notice during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace, or disconnect or remove the United Systems Equipment, to install associated software, and to conduct an audit of the United Systems Equipment.
- (d) Upgrades. United Systems shall have the right to upgrade, modify and enhance United Systems Equipment and associated software from time to time through "downloads" from United Systems' network or otherwise.
- (e) Termination. Client agrees that, if the Agreement is terminated, Client has no right to possess or use the United Systems Equipment. Client agrees to arrange for the return of United Systems Equipment to United Systems, in the same condition as when received (excepting ordinary wear), upon termination of the Agreement. United Systems may charge Client a continuing monthly fee until any outstanding United Systems Equipment is returned, collected by United Systems or fully paid for by Client.
- (f) Tampering. Client will not, nor will allow others to: (i) open, alter, misuse, tamper with or remove the United Systems Equipment as and where installed by United Systems, or (ii) use United Systems Equipment in any manner contrary to this Agreement, or (iii) remove any markings or labels from the United Systems Equipment indicating United Systems ownership or serial or identity numbers. Client will reasonably safeguard the United Systems Equipment from loss or damage of any kind, including accidents, breakage or fire, and will not permit anyone other than an authorized representative of United Systems to perform any work on the United Systems Equipment. Nothing in this Agreement shall prevent United Systems from enforcing any rights it has with respect to theft or unauthorized tampering of United Systems Equipment under applicable law.
- (g) Loss. Client agrees to pay United Systems liquidated damages as reasonably determined by United Systems for the replacement cost of the United Systems Equipment without any deduction for depreciation, wear and tear or physical condition of such United Systems Equipment if (i) Client tampers with, or permit others to tamper with, United Systems Equipment, (ii) the United Systems Equipment is destroyed, lost, or stolen, whether or not due to circumstances beyond Client's reasonable control, or (iii) the United Systems Equipment is damaged (excluding equipment malfunction through no fault of Client) while in Client possession, whether or not due to circumstances beyond Client's reasonable control. Client agrees to return any damaged United Systems Equipment to United Systems. Notwithstanding the above, Client shall not be required to pay liquidated damages to United Systems if the damage or destruction of the United Systems Equipment arises out of the acts or omissions of United Systems or its agents, employees or subcontractors.

## 10. Term; Termination.

- (a) Term. This Agreement is effective beginning the Effective Date and continues for the length of the initial term set forth on the Cover Page.
- (b) New Services Adjust to Term. If new Services are added to this Agreement, then the term for the Services will begin on the Effective Date of the Schedule for such Services and will end on termination of this Agreement. The parties may extend the term for this Agreement by written agreement in a new Schedule or amendment to this Agreement. Such extended term, unless otherwise specifically agreed in writing, will apply to all Schedules and Services provided under this Agreement.
- (c) Termination for Convenience. Either party may terminate this Agreement or a Schedule, for any or no reason, by providing at least sixty (60) days prior written notice to the other party. No early termination fees or charges will apply unless specifically identified on a Schedule.
- (d) Termination for Breach; Suspension. A party may terminate this Agreement or a Schedule if the other party materially breaches this Agreement or such Schedule and such breach is not cured within thirty (30) days after written notice; provided that if a breach (except for nonpayment) cannot be reasonably cured within 30 days and diligent efforts are being made to effect such cure, then the party in



breach may continue to work to on such cure for an additional reasonable time. United Systems may suspend some or all of the Services upon notice to Client if Client materially breaches this Agreement or any Schedule, including but not limited to by not paying any fees or costs due hereunder that are not disputed in good faith by Client by the due date.

- (e) Termination for Insolvency. A party may terminate this Agreement if: (i) the other party has a receiver or administrative receiver appointed over its assets; (ii) the other party's governing body passes a resolution for winding up, or a court of competent jurisdiction enters an order to that effect; (iii) the other party makes a general assignment for the benefit of creditors; (iv) the other party ceases or threatens to cease to carry on business; (v) the other party is generally not paying its debts as they become due; or (vi) the other party is the subject of any petition under any bankruptcy or other law for the protection of debtors, except an involuntary petition that is dismissed within 60 days after filing.
- (f) Survival. Sections 7(g), 8, 9, 10, and 12 of this Agreement shall survive termination or expiration of this Agreement. Termination of this Agreement will not affect any accrued rights or liabilities of either party.
- (g) Transition Assistance. Upon termination for any reason, United Systems will reasonably assist Client in the orderly termination of Services, including knowledge transfer to another designated provider, data migration, license transfers, and equipment removal.

## 11. Intellectual Property

- (a) Ownership. Client agrees that United Systems and its third-party licensors and suppliers own all right, title and interest, including but not limited to copyright, patent, trade secret, and all other intellectual property rights, in the Services and the Software (including but not limited to the look and feel, algorithms, documentation format, database structures, methodologies, and know-how associated with the Services and the Software) and any and all copies and Updates. United Systems reserves all rights to the Services and the Software not specifically granted herein.
- (b) Software. United Systems and/or third parties may provide software in connection with the Services. Client may use any supplied Software only in support of the Services provided by United Systems. All such software is licensed to Client subject to the terms and conditions of an end user license agreement ("**EULA**") which is typically provided as either a document accompanying such software or an on-screen dialogue accepted during initial use of such software. Client represents to United Systems that it will abide by the terms and conditions of any EULA associated with any software provided to Client with any Services.

## 12. Warranty

- (a) Limited Warranty. Each party warrants that it has full authority to enter into this Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder. United Systems warrants that the Services will be provided in a professional and workmanlike manner, using qualified personnel. In the event that Client provides notice of a breach of the foregoing warranty within thirty (30) days after the delivery of the Services, United Systems will, as Client's sole and exclusive remedy, use reasonable commercial efforts to correct the issue at no additional charge.
- (b) Disclaimer. United Systems does not warrant that the Services will be provided uninterruptedly or error-free. Except to the extent set forth in a Schedule, Client agrees that it has the sole responsibility for securing and backing up its data. Client is solely responsible for any claims or issues relating to access, copying and/or deleting end users' data performed by United Systems at Client's request. **UNITED SYSTEMS IS NOT RESPONSIBLE FOR CLIENT'S FAILURE TO MAINTAIN ADEQUATE BACKUPS, NOR FOR THE COST OF RECONSTRUCTING DATA. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, UNITED SYSTEMS AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; OR ANY WARRANTIES ARISING AS A RESULT OF CLIENT USAGE IN THE TRADE OR BY COURSE OF DEALING.**
- (c) Limitation of Liability. Client agrees that any liability of United Systems or any of its suppliers relating to this Agreement and the Services or Equipment (whether arising in contract, negligence, or otherwise) shall be limited to the amount of fees actually received by United Systems from Client under the applicable Schedule during the prior two (2) months. In no event shall either party or any of its suppliers be liable for any special, incidental, indirect, cover, consequential, exemplary or punitive damages; any damages based on injury to person or property or death; or any lost sales, profits or data, even if a party is told that any of such damages may occur. In no event is United Systems liable for any systems related to medical devices, other life-saving devices, real time controls for critical processes, or other systems the failure of which might cause injury or death, including any interface to any such systems. The foregoing limitations of liability shall not apply to property damage, death or personal injury caused by the willful misconduct or gross negligence of a party. The fees charged by United Systems under this Agreement are calculated with specific reference to the level of liabilities undertaken by United Systems hereunder.

**13. Assignment.** Neither party may assign this Agreement without the prior written consent of the other party; provided that either party may assign this Agreement without consent to a party's successor in connection with the sale of all or substantially all of such party's business or portion of such party's business to which this Agreement relates, whether by means of a sale of assets, sale of stock or other equity interest, or merger or other consolidation. This Agreement and all Schedules are binding on and inure to the benefit of the parties' successors and permitted assigns, and each party agrees to ensure that its successors and permitted assigns agree to be bound by the terms of this Agreement and all Schedules.

## 14. Other Provisions

- (a) Export. Client acknowledges and agrees that the Equipment, or any other software, technical information, or technology provided pursuant to this Agreement may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder (or the regulations and laws of another country). Client agrees not to export or re-export the Equipment, or any related technology into any country in violation of such controls or any other laws, rules or regulations of any country, state or jurisdiction.
- (b) Independent Contractors. The parties are independent contractors, and nothing in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between United Systems and Client.

- (c) Non-Solicitation. Client agrees not to, directly or indirectly, solicit, hire or retain, nor cause to be solicited, hired or retained as an employee or independent contractor, any United Systems' employee or contractor (or former employee or contractor employed by United Systems within the prior year) in a technical or sales position at any time during the term of this Agreement and for a period of one (1) year following termination of this Agreement. In the event that United Systems agrees in writing to any such hiring, then, Client will pay United Systems a fee equal to the greater of: (1) such employee's most recent annual salary and bonus and (2) the salary and bonus offered to such employee by Client. Client agrees that this fee is fair and not excessive.
- (d) Notices. Any notice or other communication required or permitted in this Agreement shall be in writing and delivered to the addresses listed on the Contact section of the Cover Page of this Agreement either: (i) by personal delivery; (ii) by certified mail; or (iii) by nationally recognized overnight courier, and shall be effective upon receipt.
- (e) Integration. This Agreement (including the Cover Page and any Schedules) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the subject matter hereof. Client specifically acknowledges and agrees that, in entering into this Agreement, Client has not relied on any information or promises that are not specifically set forth in this Agreement. United Systems will have no obligation to provide any services, software, networking, or hardware except as specifically set forth in this Agreement. This Agreement may not be modified or waived except in a written document, signed by both parties. Any additional or conflicting terms on any purchase order for any products or services covered by this Agreement shall be void and without effect unless agreed to in a separate writing signed by both parties.
- (f) Informal Dispute Resolution. Each party shall attempt in good faith to resolve any controversy, claim or dispute of whatever nature arising out of or relating to this Agreement ("Dispute") promptly by negotiation between executives or managers who have authority to settle the Dispute and who are at a higher level of management within each of the parties' organizations than the parties' appointed project managers. Each party shall provide the other with all information and documentation relied upon by the party to substantiate its position with respect to the Dispute. If the Dispute has not been resolved through negotiation within thirty (30) business days of the initiation thereof, the parties may make a good faith attempt to settle the Dispute by mediation conducted by a mutually agreed mediator.
- (g) Applicable Law and Arbitration. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the state of Oklahoma, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Each of the parties irrevocably consents to the exclusive jurisdiction of the state and federal courts in Tulsa County, Oklahoma, and expressly agrees to submit to the jurisdiction of such courts for the purposes of resolving any dispute between the parties and waive any and all objections they may have to venue in such courts.
- (h) Force Majeure. Except for Client's payment obligations, each party shall be excused from performance and shall not be liable for any delay or failure to perform caused by an event outside the reasonable control of such party, including without limitation war, terrorism, sabotage, insurrection, riot or other act of civil disobedience, labor disturbance or shortage, failure of third-party systems, failure by Customer to perform its obligations under this Agreement (including without limitation failure by Client to provide full and appropriate access to covered equipment), act of public enemy, failure of the Internet, act of any government affecting the terms hereof, explosion, hurricane, earthquake, flood or other act of God.
- (i) Third-party Beneficiaries. There are no intended third-party beneficiaries of this Agreement, and nothing in this Agreement may be relied upon by, or shall benefit, any party other than United Systems and Client.
- (j) Severability. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability shall not affect the other provisions of the Agreement and all provisions not affected shall remain in full force and effect. Both parties will attempt to substitute with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.
- (k) Headings and Counterparts. Headings to clauses are for ease of reference only and will not affect the interpretation of this Agreement. This Agreement may be executed in any number of counterparts and by the parties upon different counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same agreement.
- (l) Electronic Signatures. The parties agree that this Agreement and all Schedules may be submitted and signed electronically by digital signatures or other electronic manifestation of acceptance. Such signatures will be fully binding on the parties, in the same manner as if physically signed and submitted by a party. Each party waives any objection that its digital signatures and acceptances are not valid.
- (m) Limitations to Cybersecurity coverages. United Systems, Inc. may or may not carry certain insurance coverages for cybersecurity or data breach. Those coverages are not intended to, and **WILL NOT** cover any intrusions or losses to customer or Client data systems. Each Client should evaluate and independently determine their own coverage needs for such insurance, and if necessary, retain and hold their own separate insurance policies apart from any coverages held by United Systems, Inc.