

Inova Solutions End User License Agreement

Section I: Identification of Inova Solutions and Client.

This Agreement is made and entered into on September 17, 2012 ("Effective Date") between Inova Solutions, Inc., a Virginia corporation, ("Inova") and The City of Glendale, an Arizona municipal corporation ("Client").

Section II: Software License Agreement.

The software listed in the attached Schedule A or any subsequent Statement of Work ("the Software") is licensed to Client, not sold. No title to or rights of ownership of the software pass to the Client as a result of this Agreement. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software, including any subsequent improvements or updates, is furnished under a nontransferable, nonexclusive, perpetual license for internal use by Client. Inova software may be licensed per seat, per concurrent user, per physical site or per enterprise. Client may only deploy the Software as licensed. Client may not copy the documentation or the Software; however, Client is permitted to make one copy for back-up purposes. Client may not distribute, rent, sublicense or lease the Software or documentation, including translating, de-compiling, disassembling, reverse-engineering or creating derivative works. The Software identified as the property of Four Winds Interactive, LLC is licensed to Inova and, as such, is subject to this Agreement.

Section III: Intellectual Property Indemnification

Inova Solutions will defend, indemnify, and hold Client harmless from and against any and all claims, demands, damages, and costs directly attributable to a claim that Client's authorized use of the Inova Software and/or Equipment licensed under this Agreement infringes the intellectual property rights of any third party, provided that: (1) Client gives prompt written notice of each such claim and (2) Inova has the right to control and direct the investigation, defense and settlement of each such claim. Following its receipt of notice of such claim, Inova may, at its expense and discretion, procure for Client the right to continue to use the alleged infringing Inova Software and/or Equipment in accordance with this Agreement; or, Inova may replace or modify the Inova Software and/or Equipment to make it non-infringing, provided the replacement substantially meets the functionality of the replaced Inova Software and/or Equipment. Inova shall have no liability for any claim under this section if the claim is based on unauthorized use or modification of the Inova Software and/or Equipment by Client.

Section IV: Software Warranty

Inova warrants that for a period of ninety (90) days from shipment the media will be free of defects in materials and workmanship and that the Software conforms to its published specifications. Except for the foregoing the Software is provided as is. Client's exclusive remedy and the entire liability of Inova Solutions and Inova resellers under this warranty will be repair, replacement or refund of the software. In no event does Inova warrant the Software is error free or that the Client will be able to operate the Software without problems or interruptions. For the first year following installation, Inova requires the purchase of an ISA (Inova Support Agreement). Inova agrees to provide support and maintenance for the Software during this period in accordance with the terms of the ISA, and will extend this support and maintenance during subsequent continuous one-year ISA renewal periods if continuing support is purchased by the Client.

Section V: Limited Liability

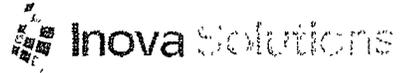
IN NO EVENT WILL INOVA SOLUTIONS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FROM THE SALE OR USE OF INOVA SOFTWARE. THIS DISCLAIMER APPLIES BOTH DURING AND AFTER THE TERM OF THE WARRANTY. INOVA SOLUTIONS DISCLAIMS LIABILITY FOR ANY IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

Section VI: Nonassignability

Client shall not assign this Agreement or the rights hereunder without the prior written consent of Inova. Notwithstanding the foregoing, Client may assign this Agreement and/or any rights and/or obligations hereunder to: (i) any successor by merger, acquisition, consolidation or other corporate restructuring; (ii) any parent or majority owned subsidiary; or (iii) any entity which acquires all or substantially all of Client's assets.

Section VII: Non-disclosure

Client understands that the Software and the information related to its installation, use, and maintenance contains confidential information. Inova understands that by doing business with an Arizona municipality, all records are subject to the Arizona Public Records Law codified by A.R.S. § 39-121 *et seq.* Subject to A.R.S. § 39-121 *et seq.*, Client agrees to protect that confidential information as it would its own, but in no event using less than a reasonable standard of care. Subject to A.R.S. § 39-121 *et seq.*, Client shall not disclose such information except as necessary to utilize the Software as intended under this Agreement. Should a public record request be made of Client over Inova records, the duty to defend such confidential information from disclosure remains with Inova.



Section VIII: Entire Agreement

This document and the attached Addendum constitute the License Agreement between the parties, and no promises or representations, other than those contained here or in subsidiary documents such as Statements of Work or Change orders that are in writing and signed by authorized representatives of both parties, and those implied by law, have been made by Inova Solutions or Client. Attachments to this Agreement become part of this Agreement. Any modifications to this Agreement must be in writing signed by Inova Solutions and Client. This agreement is to be interpreted by the laws of the State of Arizona.

Terry Johnson for client
Authorized Signature (Client)

7/26/12
Date

Terry Johnson for client
Printed Name

Deputy Director
Title

Douglas P. Morris
Authorized Signature (Inova Solutions)

8/21/12
Date

Douglas P. Morris
Printed Name

CFD
Title

**ADDENDUM TO END USER LICENSE AGREEMENT
BETWEEN INOVA SOLUTIONS, INC.
AND THE CITY OF GLENDALE, ARIZONA.**

Inova further agrees as follows as of the Effective Date:

I. Immigration Law Compliance.

- A. Inova, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination.
- C. City retains the legal right to inspect the papers of Inova, or any subcontractor who performs work under this Agreement, to ensure that Inova or any subcontractor is compliant with the warranty under subsection (A) above.
- D. City may conduct random inspections, and upon request of the City, Inova shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Inova agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in the exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section I.
- E. Inova agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of City. City also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of City.
- F. Inova's warranty and obligations under this Section I to City are continuing throughout the term of this Agreement or until such time as City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

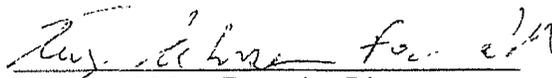
II. Prohibitions. Inova certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

III. Conflicts. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

By signing on the following page, the City and Inova acknowledge the contents of this Addendum, the changes made in Section VII of the "Inova Solutions End User License Agreement" all as attached and incorporated herein.

"City"

CITY OF GLENDALE, an Arizona
municipal corporation



Jansheed Mehta, Executive Director,
Transportation Services

Date: 8/1/12

ATTEST:


Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:


Craig Tindall, City Attorney

"Inova Solutions":

Inova Solutions, Inc.,
a Virginia corporation


Printed Name: Douglas P Morris
Its: Authorized Representative
Date: 8/21/12



July 27, 2012

Russ Romney
Deputy City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301

Ref: A.R.S. Section 10-1501
Authority to transact business

Dear Mr. Romney,

Because Inova Solutions, Inc is incorporated in the state of Virginia, and because we have no nexus in the state of Arizona, we are not registered with the state of Arizona as required by A.R.S. Section 10-1501. This is based on Section B, item 6. "Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this state before they become contracts."

Please let me know if you need any further information.

Best regards,

A handwritten signature in cursive script that reads "Doug Morris".

Doug Morris
Chief Financial Officer
Inova Solutions, Inc.

(434) 951-8124
DMorris@Inovasolutions.com

**2011 ANNUAL REPORT
COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

File online at
sccfile.scc.virginia.gov



1. CORPORATION NAME.
Inova Solutions, Inc.

DUE DATE: 08/31/11

2. VA REGISTERED AGENT NAME AND OFFICE ADDRESS ATTY.
ROBERT C DEWAR

SCC ID NO.: 0245808-1

200 SOUTH 10TH STREET
SUITE 1600
RICHMOND, VA 23219

5. STOCK INFORMATION

CLASS	AUTHORIZED
COMMON	30,000,000

3. CITY OR COUNTY OF VA REGISTERED OFFICE:
216-RICHMOND CITY

4. STATE OR COUNTRY OF INCORPORATION
VA-VIRGINIA

DO NOT ATTEMPT TO ALTER THE INFORMATION ABOVE. Carefully read the enclosed instructions Type or print in black only.

6. PRINCIPAL OFFICE ADDRESS:

<input checked="" type="checkbox"/> Mark this box if address shown below is correct	If the block to the left is blank or contains incorrect data please add or correct address below
ADDRESS: 110 AVON ST	ADDRESS:
CITY/ST/ZIP CHARLOTTESVILLE, VA 22902	CITY/ST/ZIP

7. DIRECTORS AND PRINCIPAL OFFICERS:

All directors and principal officers must be listed.
An individual may be designated as both a director and an officer

Mark appropriate box unless area below is blank <input checked="" type="checkbox"/> Information is correct <input type="checkbox"/> Information is incorrect <input type="checkbox"/> Delete information	If the block to the left is blank or contains incorrect data, please mark appropriate box and enter information below <input type="checkbox"/> Correction <input type="checkbox"/> Addition <input type="checkbox"/> Replacement
OFFICER <input type="checkbox"/> DIRECTOR <input checked="" type="checkbox"/>	OFFICER <input type="checkbox"/> DIRECTOR <input type="checkbox"/>
NAME: MITCHELL T HUBBARD	NAME:
TITLE: PRES/SEC/DIR	TITLE:
ADDRESS: 1815 ROSLYN RIDGE RD	ADDRESS:
CITY/ST/ZIP: CHAROTTESVILLE, VA 22901	CITY/ST/ZIP:

I affirm that the information contained in this report is accurate and complete as of the date below.

Douglas P. Morris
SIGNATURE OF DIRECTOR/OFFICER
LISTED IN THIS REPORT

Douglas P. Morris CFO
PRINTED NAME AND CORPORATE TITLE

8/2/11
DATE

It is a Class 1 misdemeanor for any person to sign a document that is false in any material respect with intent that the document be delivered to the Commission for filing

2011 ANNUAL REPORT CONTINUED

CORPORATION NAME:
Inova Solutions, Inc.

DUE DATE: 08/31/11
SCC ID NO.: 0245808-1

7 DIRECTORS AND PRINCIPAL OFFICERS (continued):

*All directors and principal officers must be listed
An individual may be designated as both a director and an officer*

Mark appropriate box unless area below is blank. <input checked="" type="checkbox"/> Information is correct <input type="checkbox"/> Information is incorrect <input type="checkbox"/> Delete information	If the block to the left is blank or contains incorrect data, please mark appropriate box and enter information below: <input type="checkbox"/> Correction <input type="checkbox"/> Addition <input type="checkbox"/> Replacement
OFFICER <input checked="" type="checkbox"/> DIRECTOR <input checked="" type="checkbox"/>	OFFICER <input type="checkbox"/> DIRECTOR <input type="checkbox"/>
NAME: WENDY W HUBBARD TITLE: SR VP/DIR ADDRESS: 1815 ROSLYN RIDGE RD CITY/ST/ZIP: CHARLOTTESVILLE, VA 22901	NAME: TITLE: ADDRESS: CITY/ST/ZIP:
Mark appropriate box unless area below is blank. , Information is correct <input checked="" type="checkbox"/> Information is incorrect <input type="checkbox"/> Delete information	If the block to the left is blank or contains incorrect data, please mark appropriate box and enter information below <input checked="" type="checkbox"/> Correction <input type="checkbox"/> Addition <input type="checkbox"/> Replacement
OFFICER <input checked="" type="checkbox"/> DIRECTOR <input type="checkbox"/>	OFFICER <input checked="" type="checkbox"/> DIRECTOR <input type="checkbox"/>
NAME: I P MORRIS TITLE: CFO ADDRESS: 110 AVON STREET CITY/ST/ZIP: CHARLOTTESVILLE, VA 22902	NAME: <i>Douglas P. Morris</i> TITLE: <i>CFO</i> ADDRESS: <i>110 Avon St.</i> CITY/ST/ZIP: <i>Charlottesville VA 22902</i>
Mark appropriate box unless area below is blank. <input checked="" type="checkbox"/> Information is correct <input type="checkbox"/> Information is incorrect <input type="checkbox"/> Delete information	If the block to the left is blank or contains incorrect data, please mark appropriate box and enter information below: <input type="checkbox"/> Correction <input type="checkbox"/> Addition <input type="checkbox"/> Replacement
OFFICER <input checked="" type="checkbox"/> DIRECTOR <input type="checkbox"/>	OFFICER <input type="checkbox"/> DIRECTOR <input type="checkbox"/>
NAME: LAURENCE E MOULIS TITLE: CTO ADDRESS: 110 AVON ST CITY/ST/ZIP: CHARLOTTESVILLE, VA 22902	NAME: TITLE: ADDRESS: CITY/ST/ZIP:
Mark appropriate box unless area below is blank. <input checked="" type="checkbox"/> Information is correct <input type="checkbox"/> Information is incorrect <input type="checkbox"/> Delete information	If the block to the left is blank or contains incorrect data, please mark appropriate box and enter information below <input type="checkbox"/> Correction <input type="checkbox"/> Addition <input type="checkbox"/> Replacement
OFFICER <input checked="" type="checkbox"/> DIRECTOR <input type="checkbox"/>	OFFICER <input type="checkbox"/> DIRECTOR <input type="checkbox"/>
NAME: PETER SISTI TITLE: CEO ADDRESS: 110 AVON ST CITY/ST/ZIP: CHARLOTTESVILLE, VA 22902	NAME: TITLE: ADDRESS: CITY/ST/ZIP:





INOVA SUPPORT AGREEMENT

‡ Hardware support provided for model ONT wallboards. CFM model wallboards DO NOT include hardware warranty and replacement parts are chargeable.

The Inova Support Agreement (ISA) is your guarantee of support and maintenance for your Inova Solutions products. You'll enjoy the following coverage for as long as you maintain an active Inova Support Agreement¹. This ISA covers one year of Technical Support.

TECHNICAL SUPPORT AND CONSULTATION

Inova Solutions provides 24x7 remote access diagnosis and technical support for your Inova Solutions system, in conformance with your protocols for network security. Inova Solutions utilizes Citrix GoToAssist for remote access. GoToAssist's secure communication architecture uses industry-standard Secure Sockets Layer (SSL) and 128-bit Advanced Encryption Standard (AES) encryption, the same used by online banking programs. GoToAssist encrypts session data end to end and, unlike other remote support products, GoToAssist security can never be turned off.

***If remote access via desktop screen sharing is not permitted, Inova Solutions cannot guarantee the case will be resolved without remote access. If remote access is not permitted and Inova provides onsite troubleshooting services additional charges including travel expenses will apply.

Special Dial-in/Remote Access Connections- If a Client has a corporate standardized or another form of remote desktop software, this software (and licenses) must be provided to Inova Solutions. Additionally, a means to transfer files from Inova Solutions to the wallboard server is required. Inova Solutions will attempt to accommodate special remote access to meet a Client's connectivity and/or security requirements. Additional installation charges may apply, depending on the type of access and the latency of connectivity. In order to comply with security access control, Inova Solutions will only support special requirements during Inova Solutions' standard business hours. (8:00AM to 5:00PM EST Monday-Friday).

Special remote access connections include but are not limited to:

- Any type of access for which Inova Solutions must have specific information prior to remote access — e.g., Secure ID token (if a secure token is sent to Inova Solutions, support will only be available during business hours).
- Dedicated VPN connections requiring a profile, such as Cisco or Nortel VPN client.
- Any type of connectivity utilizing something *other than* GoToAssist for remote control.

Note: Inova Solutions is unable to support remote access method via dial-in modem, the Client should be aware that another form of remote access will be required.

Inova Solutions Remote Access Responsibilities

Inova Solutions actions that will ensure safe and successful remote access include but are not limited to, the following:

- No active remote session will be left unattended; prior to stepping away from their desks, all Inova Solutions technicians are required to lock and/or log off of the desktop.
- Account information will be shared only with authorized Inova Solutions personnel with a "need to know."

¹ Support will *not* be provided to Clients without a current ISA. If an ISA lapses and is later resumed, a back-charge for the lapsed period may apply; charges for recertification training and upgrading to the most recent software version may also apply.



- Unless being actively utilized for the benefit of the Client, any Secure ID Token (or other type access code generators) will be stored in the Inova Solutions Technical Manager's office; access is limited to only Inova Solutions technicians.
- Any information obtained by Inova Solutions during support of a Client will be held as confidential.
- All Inova Solutions PCs utilized in a technical support capacity run Anti-Virus software and are kept up to date with the most current Anti-Virus signatures/files.

Client Remote Access Responsibilities

Client actions that will help ensure successful remote access include but are not limited to:

- Assuring any Anti-Virus protection is kept current on the server machine.
- Limiting/restricting any rights the Client feels are necessary while still providing Inova Solutions with adequate access to fulfill its support obligations.
- Providing a domain account with local administrative rights or a local administrative user account for Inova Solutions support activities.
- Enabling configuration on wallboard server to allow Citrix GoToAssist. This includes the ability to make direct outgoing TCP connections or availability of an HTTP proxy or a SOCKS server. Ports utilize outbound communication, requiring TCP connections to ports 80, 443 and 8200.

For Routine Assistance: The Inova Solutions Help Desk is staffed during normal business hours (8am – 5pm Eastern Standard Time) for routine, non-emergency, and emergency assistance. Experienced technicians are available who know your system and can troubleshoot problems or help you enhance the utility of your LightLink system. For example, our technicians will be glad to offer suggestions regarding data presentation formats on your LightLink output devices or advise you on rolling out Inova Desktop Presenter software on your network. At your request, our technicians will also remotely access your system to assess system health and to offer ideas for optimizing the use of your system.

For Emergency Assistance: During evenings, weekends, and holidays Inova technicians are on-call to address your emergency, major fault problems and restore your system to operation as quickly as possible. (Note: "major fault" is defined as an out-of-service condition – i.e., the LightLink system is inoperative, preventing use of the system, which severely impacts the Client's end-user operations.) Non-major fault service (such as planned after-hours support to assist with system upgrades or to provide other non-emergency support) outside of normal business hours is offered by appointment only at an additional cost, and requires advance credit card approval. For Clients with a current Inova Support Agreement the discounted price for this non-emergency after-hours support is \$150 for the first hour or fraction thereof, and \$100 for every hour or fraction thereafter.

Targeted Response Times: (After Hours) Major Fault = 30 minutes.

Normal business hours are defined as Monday through Friday, 8:00 AM to 5:00 PM EST.

Targeted Response Times: (Normal Business Hours) Major Fault = 30 minutes, Minor Fault = 1 hour

Normal business hours are defined as Monday through Friday, 8:00 AM to 5:00 PM EST.

"Major Fault" means one or more of the following:

- Unscheduled System failure (whereby any critical functionality of the LightLink System is unavailable and there is repeated failure to reboot for any reason)
- LightLink core components (Object Bus, Input Managers, Output Managers, etc.) are unresponsive
- 15% or more of the LightLink messages supported by the system do not play on their assigned output devices
- 15% of the LightLink data fields are not updating with real-time data
- 15% or more of the LightLink output devices are out of service
- The LightLink Administrator workstations are out of service

"Minor Fault" means any failure of a product that is not included in the definition of a Major Fault.



Exclusions:

- Support on any products not pre-registered with Inova Solutions for support
- Support on re-installation or upgrade of any products not currently registered for support
- Design assurance
- Additional software licenses
- Training related inquiries- e.g. assistance with message and view creation
- Four Winds Interactive software including Content Manager and Content Player
- Support on any Professional Services solution, see section below for details

SERVICE REQUEST SEVERITY LEVELS

To ensure that all service requests are reported in a standard format, Inova Solutions has established service request severity definitions.

Severity 1 (Major Fault 1)—Your LightLink system is “down” or there is a critical impact to your business operations. You and Inova Solutions will commit all necessary resources around the clock to resolve the situation.

Severity 2 (Major Fault 2)—Operation of an existing LightLink system is severely degraded, or significant aspects of your business operation are negatively affected by inadequate performance of Inova Solutions products. You and Inova Solutions will commit full-time resources during normal business hours to resolve the situation.

Severity 3 (Minor Fault 3)—Operational performance of your LightLink system is impaired while most business operations remain functional. You and Inova Solutions are willing to commit resources during normal business hours to restore service to satisfactory levels.

Severity 4 (Minor Fault 4)—You require information or assistance with Inova Solutions product capabilities, installation, or configuration. There is little or no effect on your business operations.

LightLink Backup: Inova Solutions recommends that a backup of the wallboard server such as tape drive or VMware image be performed on a regular basis. LightLink system backup should be made on a weekly to monthly basis, depending on system usage. The procedure for backing up your system varies depending on the LightLink version number; contact Inova Solutions Client Services for more information. Having a recent backup in place will allow for the system to be regenerated if a system fault or failure occurs. Clients that fail to backup the system may incur additional fees if assistance is required to rebuild the system.

Anti-Virus Protection: Inova Solutions is not responsible for supplying or maintaining anti-virus protection on the LightLink wallboard servers. Supplying and maintaining anti-virus protection rests entirely with the Client.

System Recommendations: The minimum recommendations Inova Solutions provides are set according to load testing analysis and established to support a minimal implementation of LightLink on a stand-alone system host. This supports the software at a level Inova Solutions recommends as satisfactory. Installation on hosts not meeting the minimum system recommendations may work, however system performance and response cannot be guaranteed. Should Inova Solutions Engineering analysis be required to review operational issues, a hardware upgrade to the system minimum recommendations is likely the first required step toward resolution. Inova recommends a monthly reboot of the LightLink server(s) Operating System.

Configuration of LightLink Messages, DataLink and Content Player Views: Inova Solutions Client Services will assist in the creation or configuration of two (2) messages or two (2) views to LightLink system output devices during the initial installation or an upgrade of the system. All other messages and/or views are the responsibility of the Client. eTraining modules that cover the creation of messages



and views can be accessed from the secure area of the Inova Support website (<http://support.inovasolutions.com>).

Client Environment Changes: Inova Solutions recommends that the Client contact Inova Client Services prior to any network configuration changes, PC imaging or **hostname changes** to review the ramifications to the LightLink system. Undertaking these actions without first consulting Client Services may cause system outages. Outages caused under these circumstances are not deemed "mission critical" and will not take priority over other Inova Solutions Help Desk cases. Outages caused under these circumstances are also subject to additional fees if assistance is required. If such outages occur outside of normal business hours, assistance will be provided the next normal business day, unless otherwise scheduled with Inova Solutions Client Services.

Data Source Upgrades: Inova Solutions recommends that the Client contact Inova Client Services prior to any version upgrades of an existing data source from which Inova is pulling data. Clients undertaking these actions without first consulting Inova Client Services do so at their own risk. Outages caused under these circumstances are subject to additional fees if assistance is required. If such outages occur outside of normal business hours, assistance will be provided the next normal business day, unless otherwise scheduled with Inova Solutions Client Services.

REFRESHER TRAINING

Inova Solutions provides a self-paced online video-based training suite for the Inova LightLink software, which includes the following eTraining modules:

- Message Editor
- System Manager
- Administrator

Available at no additional charge, these eTraining modules can be accessed from the secure area of the Inova Support website (<http://support.inovasolutions.com>).

Custom online training or onsite training is also available to meet your training requirements, but at an additional cost. Please contact Inova Solutions Client Services for more information on custom training options or to obtain your Password and User ID to access the secure site. Toll Free: 888-637-1080.

PROFESSIONAL SERVICES

Inova Support Agreement does not include support for Professional Services products. Professional Services related products and services will be charged time and materials and will be scoped by an Inova Engineer and handled through a separate project. Examples of Professional Service products are listed (but not limited to) the items below.

- Dashboard products involving SharePoint or Website development. Example IPT (Inova Performance Tracker)
- Custom SQL statement/Database Development to monitor Agent level, Service Level or Historical statistics.
- Custom XML work including style sheet creation
- Custom FWI templates

SECURE WEBSITE ACCESS

Clients with a current Inova Support Agreement are provided a User ID and Password to access the Inova Support secure website (<http://support.inovasolutions.com>). The Inova Support website provides access to the latest technical documentation, installation guides, eTraining modules, and more.

SOFTWARE UPGRADES



Clients with a current Inova Support Agreement receive free minor release software upgrades. Those Clients running release 5.0 and higher, and under an Inova Support Agreement with Inova for the past 12 month period, will also receive major software upgrades at no charge. Clients running release versions prior to 5.0 will receive a 50% discount on major release upgrades. A Minor Release (also known as a "Maintenance Release" or "Service Pack") corrects problems or provides minor improvements to existing product functionality. Minor Releases are numbered in decimal increments (e.g. 5.0 or 5.1). A Major Release provides significant value-added functionality. Major Releases are numbered in whole number increments (e.g. 2.X or 5.X). Installation charges may apply for minor and major software upgrades when reinstallation of your entire Light Link system is required for these upgrades. Please contact your Inova Solutions Account Executive for more information.

* Major and Minor upgrades require advance notice and must be scheduled with the Inova Client Services department.

REPAIR AND RETURN

To obtain service under this Warranty, contact Inova Solutions at 888-637-1080 or at the address below during the Warranty period to receive a Return Material Authorization (RMA) number and shipping instructions. Then ship the product believed to be defective, transportation prepaid, for inspection. Inova will not be responsible for dismounting and remounting of Client's LED/LCD displays or unauthorized returns or returns that do not list the RMA number and quantity returned on a packing list attached in plain view on the outside of the shipping container. Ship to:

Inova Solutions
Attn: RMA XXXXXXXX
110 Avon Street
Charlottesville, VA 22902 USA

Typical equipment repair or replacement time is seven (7) business days, plus shipping times. One-way shipping is the Client's responsibility. Inova will return ship the equipment by the same means it was received.

HARDWARE WARRANTY

For the first year following installation, Inova Solutions requires the purchase of an ISA (Inova Support Agreement). Inova Solutions warrants its hardware products to be free from defects in material and workmanship for one (1) year. The hardware warranty begins on the date the system is installed and activated. For equipment that is self-installed by the Client, the hardware warranty begins on the date the system is shipped from Inova. The Inova Hardware warranty will extend through the one-year period of the original ISA and, if purchased by the Client, during subsequent continuous one-year renewal periods of the ISA. Inova will provide repair parts and services for Inova Hardware that is continuously covered by an ISA for up to three (3) years. After three (3) years from the original warranty start date, Inova will attempt to repair or replace covered items based on parts availability. Inova may elect to offer a credit toward purchase of a comparable replacement product if repair parts are no longer available. For repairs, Inova Hardware must be returned to an authorized Inova Service Center. This Warranty does not apply if repairs are required due to acts of nature beyond Inova's control (such as, but not limited to, lightning strikes and power surges), misuse, damage, neglect, or if repairs/modifications have been made or attempted by anyone other than personnel authorized by Inova.

This warranty applies only to goods manufactured by Inova Solutions. Most systems supplied by Inova include hardware components manufactured by others (such as computers, third-party displays, video monitors, and communications cards). During the first year of the ISA, Inova warrants all such hardware components under the same terms as the warranty for Inova-manufactured parts. After the first year, these component parts are covered by the separate warranty of their manufacturers.



Inova Solutions

SOFTWARE WARRANTY

Inova warrants that for a period of ninety (90) days from shipment the media will be free of defects in materials and workmanship and that the Software conforms to its published specifications. Except for the foregoing, the Software is provided as is. Client's exclusive remedy and the entire liability of Inova Solutions and Inova resellers under this warranty will be repair, replacement or refund of the software. In no event does Inova warrant the Software is error free or that the Client will be able to operate the Software without problems or interruptions. For the first year following installation, Inova requires the purchase of an ISA (Inova Support Agreement). Inova agrees to provide support and maintenance for the Software during this period in accordance with the terms of the ISA, and will extend this support and maintenance during subsequent continuous one-year ISA renewal periods if purchased by the Client.

RENEWAL AND MULTI-YEAR CONTRACTS

The initial one-year Inova Support Agreement is required for all systems and is included in the purchase price. Inova must be notified in writing 30 days prior to the expiration of the existing contract if the Inova Support Agreement will not be renewed. Clients will be contacted 90 days prior to contract expiration with renewal details. Clients who sign on for multi-year Inova Support Agreement coverage are eligible for attractive discounts. Please contact your sales or service representative for details.

For more information please contact Inova Solutions Client Services at:

Tel: 888-637-1080 or 434-951-8282

Email: support@inovasolutions.com

Web: <http://support.inovasolutions.com>

Signature: Rachel Sherman Date: 8/29/12

Rachel Sherman
Support Contract Manager
Inova Solutions, Inc.

Signature: Terry Johnson Date: 8/18/12

Name: Terry Johnson for JM

Title: Rep. Transportation Director

Company: City of Glendale



Addendum A: Inova Solutions Product Support Policy

Inova Solutions constantly strives to improve its products and services. As such, every effort is made to provide enhancements to and repair defects in our products. Nevertheless, software and/or hardware product lines do periodically become obsolete due to technological advancements, fundamental design changes, underlying operating system obsolescence, and a variety of other technical reasons. When this is the case, Inova Solutions must declare End of Support dates for obsolete LightLink™ software versions, data source connections, software applications and hardware. For your planning purposes, we have provided below the End of Support dates for all affected software and hardware series.

In all cases, when End of Support dates are declared, upgrade paths for existing products are offered. Further, Clients with a valid Inova Support Agreement (ISA) are eligible for free minor software upgrades (e.g., 5.0 to 5.1), discounts for major software upgrades (2.6 to 5.1), and discounts to replace outdated hardware items. Please refer to the Software Upgrades and Hardware Warranty section of the Inova Support Agreement document for additional details.

In all cases, a valid ISA will guarantee ongoing support for even obsolete hardware and software. We will not, however, be able to provide any patches or modifications for the older software versions, as listed below, and can not guarantee parts will be available for hardware repairs. If you decide that an upgrade of software or replacement of hardware is not what your company desires, be aware that support will be available beyond published dates only on a "best efforts" approach. In other words, we will do our best to support obsolete products, but can not guarantee that all service and support issues can be overcome. When Inova is asked to support obsolete products, you will pay slightly higher ISA rates, but this will guarantee discounts are available to you on future upgrades.

LCD Client Software End of Support Details:

The following table summarizes the End of Support policies for Inova component software.

Broadcaster Client Version	End of Sales	End of Engineering Support	End of Technical Support
LightLink Broadcaster (Versions 5.2-5.7)	April 2011	January 2012	January 2014

Core Software End of Support Details:

The following table summarizes the End of Support policies for various LightLink core software versions.

LightLink Version	End of Sales	End of Support
LightLink Version 2.X (2.1-2.6 SP3 and all 2.X Direct Control Versions)	January 2004	December 31, 2006
LightLink Version 4.X (Contact Center, Enterprise Edition, Wallboard Edition)	September 2004	December 31, 2006
LightLink Version 5.0 (Contact Center, Enterprise Edition, Wallboard Edition)	November 2005	December 31, 2008
LightLink Version 5.1 (Contact Center, Enterprise Edition, Wallboard Edition)	April 2006	December 31, 2008
LightLink Version 5.2 (Contact Center, Enterprise Edition, Wallboard Edition)	March 2007	December 31, 2008
LightLink Version 5.5	February 2008	
LightLink Version 5.6	November 2008	
LightLink Version 5.7		



Data Source Licenses End of Support Details

Below is a list of Inova developed Data Source Licenses that are scheduled for End of Support. For clients that currently have a valid ISA, Inova will provide a "best-efforts" approach and assist with workarounds for bug fixes or upgrades, but no code changes in core software will be made and patches will not be available. For clients that currently utilize any of the below Inova developed data sources on existing software platforms, you must receive written approval from Inova Sales Engineering and/or Inova Client Services when upgrading to current LightLink core software versions to verify compatibility.

Data Source	End of Sales	End of Support
Alcatel	October 31, 2006	December 31, 2007
Altitude	October 31, 2006	December 31, 2006
Apropos	October 31, 2005	December 31, 2005
Aspect TCS	October 31, 2005	December 31, 2005
Aspect VT-100 Terminal	October 31, 2005	December 31, 2005
Avaya 5E Pinnacle Versions	October 31, 2005	December 31, 2005
Avaya Mosaix Campaign Surfer	October 31, 2005	December 31, 2006
CalcPak	October 31, 2006	December 31, 2007
ECD6000	October 31, 2005	December 31, 2005
E-Share	October 31, 2006	December 31, 2006
Executone Custom Plus	October 31, 2005	December 31, 2005
Genesys Stat Server Pump	October 31, 2006	December 31, 2007
Get Stock Quote	October 31, 2006	December 31, 2007
Harris 20-20	October 31, 2005	December 31, 2005
Mitel	October 31, 2005	December 31, 2005
NEC Navigator MIS\Global Navigator	October 31, 2005	December 31, 2005
NewMetrics	October 31, 2005	December 31, 2005
NT C/D Package	October 31, 2005	December 31, 2006
NT Max	October 31, 2005	December 31, 2006
NT Longest Call Waiting: 2216 or 2616 phone set W/MCA	October 31, 2005	December 31, 2006
NT CCMIS, 3.x and lower	October 31, 2005	December 31, 2006
Outlook Calendar	October 31, 2009	December 31, 2010
Perimeter VU-ACD	October 31, 2005	December 31, 2006
Rolm 9751 Version 9004/9005 or 9006-9006.4a	October 31, 2005	December 31, 2005
Rockwell Galaxy	October 31, 2005	December 31, 2005
RT-1000	October 31, 2006	December 31, 2007
Teknekron	October 31, 2005	December 31, 2005
Telamon	October 31, 2006	December 31, 2007
Teloquent	October 31, 2005	December 31, 2005
Tivoli SNMP	October 31, 2005	December 31, 2005
Webstream	October 31, 2006	December 31, 2007

Software Output Channels or Desktop Client Applications End of Support Details

Below is a list of Inova developed Software Output Channels or Desktop Client Applications that are scheduled for End of Support. For clients that currently have a valid Inova Support Agreement, Inova will provide a "best-efforts" approach and assist with workarounds for bug fixes or upgrades, but no code changes in core software will be made and patches will not be available. For clients that currently utilize any of the below software applications on existing software platforms, you must receive written approval from Inova Sales Engineering and/or Inova Client Services when upgrading to current LightLink core software versions to verify compatibility.



Output Channel	End of Sales	End of Support
Active X Out	December 31, 2006	December 31, 2006
HTML Publish to Web SBE	December 31, 2006	December 31, 2006
HTML Publish to WebMate	December 31, 2006	December 31, 2006
IntelliView	December 31, 2006	December 31, 2006
Pager Out	December 31, 2006	December 31, 2006
Toggle	December 31, 2006	December 31, 2006
WebMate or WebLink	December 31, 2006	December 31, 2006
SharePoint 2007 based Performance Tracker	April 30, 2010	January 31, 2012

***All versions of Performance Tracker are supported on a best efforts basis billable by time and materials through Inova Professional Services department. Performance Tracker is *not* included under the ISA support contract.

‡Hardware End of Support Details:

All hardware items listed below will no longer be covered under Warranty with the renewal of your Inova Support Agreement. For clients that currently utilize hardware from the below list, the following terms will apply when renewing ISAs:

- Inova will provide troubleshooting support to determine the cause of any hardware failures, but will no longer provide repair services under Warranty.
- If parts are available, repairs will be offered and provided.
- Clients who wish to have items repaired will be provided for their approval a quote for parts and repairs services prior to repairs being completed.
- In addition to repair options, Clients may also replace existing hardware with current hardware models. Clients may be eligible for discounts on hardware replacements.

Additionally, certain hardware models may not be compatible with current LightLink versions. **Display models beginning with model numbers DIMR, DICO, and CO are not supported in Inova LightLink Versions 5.5 and higher.** Prior to upgrading LightLink software a review of hardware is required to confirm compatibility with LightLink versions. Hardware may need to be upgrade or replaced to work with current LightLink software versions.

Inova Manufactured Hardware:

Model Numbers	End of Sales	End of Warranty/Support
Display models beginning with DIMR model numbers	January 1997	December 31, 2006
Display models beginning with DICO model numbers	January 1997	December 31, 2006
Display models beginning with CO model numbers	January 1997	December 31, 2006
Display models beginning with CFM model numbers	October 2007	December 31, 2007
Display models beginning with VMS model numbers	January 2006	December 31, 2007
Clock models beginning with CIS model numbers	January 2004	December 31, 2006
Clock models beginning with MRFM model numbers	January 2006	December 31, 2007

Third Party Hardware:

Product	End of Sales	End of Warranty/Support
LCD PC- Sysplas	January 2005	December 31, 2006
LCD PC- Nomad	August 2007	December 31, 2007
Video Server- Minerva	December 2004	December 31, 2005
Video Server- Optibase	December 2005	December 31, 2005



Contact Information

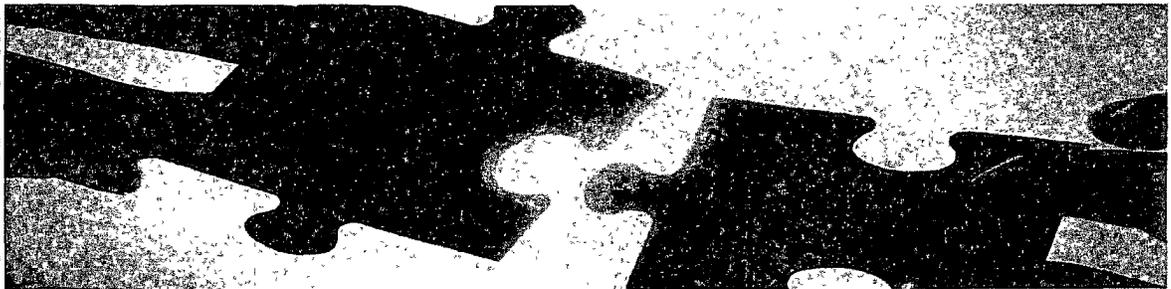
If you are interested in more information on upgrading your Inova system, please contact the Sales Team at 800-637-1077. We at Inova Solutions look forward to our continuing relationship with your company.

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Statement of Work

Developing advanced technology solutions for your business



PREPARED FOR:

City of Glendale

**Cisco Advanced Quality Management and
Inova Digital Media Signage**

Version 6.0
07/25/2012

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Document Control

Author: John Reed, Senior Systems Engineer,

Change Authority: Nexus Professional Services

Revision History

The table below shows the revision history of this document.

Version No.	Issue Date	Status	Reason for Change
1.0	05/15/2012	First Draft	Draft review
2.0	NA	Internal	None
3.0	6/19/2012	Draft	Hardware Clarifications
4.0	6/19/2012	Draft	Updated Nexus will program CCX for wallboard
5.0	6/27/2012	Draft	Specified Licenses for Transit
6.0	7/25/2012	Final	Final Revisions from City

Review History

The table below shows the review history of this document.

Reviewer's Details	Version No.	Date
Enter the reviewer's name	1.0	Enter the Review Date

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1 Solution Overview

Nexus has made every effort to detail any assumptions, outstanding caveats, and other considerations within this document, based on our current understanding of City of Glendale, hereafter called 'Customer' requirements and the existing environment. This section should be carefully reviewed by all parties to ensure accuracy and completeness of the information provided.

1.1 Customer Requirements

Based on pre-sales meetings between Nexus and Customer, Nexus perceives the following about Customer.

1.1.1 Current Environment

LAN/WAN Manufacturer:	Cisco
Current PBX:	Cisco UC Manager v8.5
Current ACD:	Cisco UCCX v8.5 - Premium Edition

1.2 Solution Components

LINE#	PART#	QTY	DESCRIPTION
Inova Digital Media Signage			
1	Header		
2	LLDMXC	1	LightLink Contact Center Edition Core display management software. Provides business logic, display management and administration. Includes: <ul style="list-style-type: none"> • System Manager • Administrator • Message Editor • Security Manager • Data Manager • Output Manager • Ten Supervisor packs • One Secondary Server license Customer provides PCs that meet Inova specifications May be deployed on VMware
3	LL2DS051	1	LightLink Standard Data Source License for Cisco UCC Express

4	FW-Manager	1	<p>Four Winds Interactive - Content Manager Software Digital signage by Four Winds Interactive (FWi) delivers real-time metrics and high-impact graphics to LCD displays.</p> <ul style="list-style-type: none"> • One Content Manager license (design software) • Ability to display live real-time data from your Inova LightLink data sources • Native support for Adobe PDF, Adobe Flash, Microsoft PowerPoint, Microsoft Excel, and many more file formats • Ability to display webpages (all or in part) alongside other content elements such as images and live or pre-recorded video • Ability to send scheduled or ad hoc messages to your LCD displays
5	FW-Player	1	<p>Digital Signage Content Player software Preview and player software License fee included with Content Manager software Customer purchases Content Player PCs from Inova or ships PCs to Inova that meet Inova specifications Microsoft Office Suite for each Player PC may be needed per Customer requirements</p>
6	FW-T100	1	<p>Creative Services for one Standard template with customer provided content. Includes customer specific modifications to standard design template</p>
7	LL2ML001	15	<p>Inova Desktop Presenter Suite "Inova Marquee" application.</p> <ul style="list-style-type: none"> • A virtual wallboard for the desktop • Mirrors the content of a physical wallboard • Real-time data • Threshold alerts • Ad hoc and emergency messages
8	IB42LCD-NEC	1	42" NEC LCD, Black Cabinet, 1920x1080 Resolution, 16x7, Built-in e)
9	IBPC	1	<p>Digital Signage Client PC Includes 1 Dell Optiplex 790 Small Form Factor, Windows 7 Pro x64, w/Dual VGA, 3yr next business day</p>
10	IBLCDMNT-PC	1	Generic part number for quoting LCD mounting hardware, wall or ceiling
11	Maintenance and		

	Support		
12	SR13	1	Inova Support Agreement. <ul style="list-style-type: none"> • Technical support • Software Upgrades and Updates • Online refresher training • Warranty
13	Professional Services		
14	SR01	1	Remote Configuration, Installation and Technical Project Management <ul style="list-style-type: none"> • Site readiness evaluation • Software installation • Configuration • Testing
15	TRR-IB-N	1	Inova OnCourse Digital Signage Remote Installation Training

UCCX AQM addon_11 transit licenses

1	CCX-85-ADDON	1	CCX 8.5 ADDON-Product,UCSS pDelivery LICENSES ONLY
2	CCX-85-P-PAK	1	CCX 8.5 autoexpanded Physical Delivery PAK
3	UCSS-CCX	1	UCSS for Cisco Unified Contact Center Express
4	UCSS-AQM-1-1	11	UCSS for Advanced Qual Mgmt for One Year - 1 User
5	CCX-85-ADDON-LIC	1	CCX 8.5 ADDON - pDelivery LICENSES ONLY
6	CCX-85-A-AQM-LIC	11	CCX 8.5 ADDON Adv Quality Manager Named Seat Qty 1 LICENSE
7	CON-ESW-CCXAAQM	11	ESSENTIAL SW CCX 8.5 ADDON Adv Quality Manager NameQu
8	CON-ESW-CCX85A11	1	ESSENTIAL SW CCX-85-ADDON-LIC
9	MCS-7825-I5-CCX1	1	HW Only 7825-I5 1x 2.4GHz X3430 CPU, 4GB RAM, 2x250 HDD
10	CAB-AC	1	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
11	CON-SNTE-7825CCX1	1	SMARTNET 8X5X4 HW Only 7825-I5 1x 2.4GHz X3430 CPU, 4GB

2 Scope of Work

2.1 Project Objectives

The objectives of this engagement are the following:

Project Management Activities

- Provide a single point of contact for all project management, delivery, and support activities.
- Participate in regularly scheduled Stakeholder and Implementation Status meetings.
- Coordinate and manage all requirements and design activities of the project delivery team including:
 - Facilitation of Business and Systems Requirements Workshops
 - Facilitation of Functional and Technical Design Workshops
 - Managing the installation and configuration of the Cisco UCCX AQM and Inova DMS solutions.
- Interface with Customer Stakeholders and Project personnel to communicate project delivery status.
- Collaboratively develop project milestones and timelines with Customer.
- Develop and maintain implementation timeline and resource schedules.

Application Engineering Activities

- Facilitate and develop all requirements and design activities of the project delivery team including:
 - Facilitation of Business and Systems Requirements Workshops
 - Facilitation of Functional and Technical Design Workshops
- Collaborate with Customer personnel during the requirements and design phase
- Installation and configuration of the Cisco UCCX AQM and Inova DMS solutions.
- Develop and review all documentation deliverables.
- Collaborate with Customer personnel on design and delivery plan requirements and constraints.
- Participate in regularly scheduled Stakeholder and Project Status meetings.

2.2 Inova DMS Deployment Tasks

2.2.1 Inova Digital Media Signage Hardware Requirements

Inova LightLink Server

One Inova LightLink Server will be required for this project and will be provided by The City of Glendale. Hardware specifications are below.

The Inova LightLink server will be located in Glendale, AZ and run all components needed for this project.

A static hostname is required. A static IP is preferred, but not required.

Remote access to the Inova Server is required for remote setup and configuration. Inova installers will utilize a secure remote connection such as WebEx, GoToMeeting, or a contractor VPN account for access to the Inova Server.

LightLink™ Primary Server Minimum Specifications

Processor:	At least 2.8+ GHz (2.4 GHz Dual Core)
RAM:	At least 2 GB
Hard Drive:	At least 10 GB available
OS:	Windows Server 2003 SP2, Windows Server 2008 R2
Virtualization:	VMware Server 3.0.1 ESX Build 32039 or higher
I/O:	NIC, CD-ROM
Special	Middleware utilizes .NET versions 2-4 IIS 7.X or higher may be required A dedicated Inova Server is required

Supervisor / Content Owner

The Inova Supervisor suite and FWi Content Manager will be utilized for control of the LightLink system. Local installation of supervisor software will be completed by The City of Glendale administrators.

Minimum hardware specifications for the content owner /LightLink Supervisor PC is below:

Supervisor / Administrator /Content Manager Desktop Recommended Specifications

Processor and RAM:	2.0 GHz, 1GB
RAM:	1 GB
Hard Drive:	4 GB available

OS:	Windows 7 Pro or Ultimate, Windows XP Pro SP3, Windows Server 2003 SP2, Windows Server 2008 R2
I/O:	Networked PC

Content Player / Digital Signage PCs

One Content Player PC will be utilized in this project and is provided by Inova Solutions.

Remote access into Content Player PC is required after it is in place on your network with its permanent hostname/IP address. Inova installers will utilize a secure remote connection such as WebEx, GoToMeeting, or a contractor VPN account for access to the Content Player PC. VNC, PCAnywhere, or other desktop control type software from an already established Inova Server remote connection is preferred.

For reference, recommended hardware specification for the Content Player PC is below:

Inova Content Player Client PC Recommended Specifications

Processor:	2.8+ GHz or better
RAM:	2 GB
Hard Drive:	15 GB available
Graphics	Discrete video card with at least 64MB memory + interface to match LCD displays
OS:	Windows 7 Pro or Ultimate, Windows XP Pro SP3, Windows Server 2003
Software:	Windows Media Player, Internet Explorer 7 or higher
I/O:	NIC, CDROM, USB2.0 (for local video option)
Special	1920 x 1080 resolution is recommended

Inova Desktop Presenter Clients

Inova Desktop Presenter Clients will be deployed on existing desktops for this project. Local installation of Inova Desktop Presenter software will be completed by The City of Glendale administrators. Recommended desktop specifications for Inova Desktop Presenter client is below:

Inova Desktop Presenter™ (Marquee) Recommended Specifications

Processor & RAM	1 GHz, 1 GB RAM
OS & Software:	Windows 7 Pro or Ultimate, Windows XP Pro SP3, Windows Server 2003 SP2, Windows Server 2008 R2 (except Core)
I/O	NIC

2.2.2 Data Sources

Overview

Inova Data Source Managers (DSM's) are the communication link between the LightLink middleware layer and any external data source. This section describes the LightLink datasources being configured during this project.

Data Sources

- Cisco UCC Express V8.X

Cisco UCCX Datafield details:

Up to 25 SkillTarget Queues, standard fields from tables below

Cisco UCCX Data Source(s) Requirements:

The LightLink Data Source for Cisco Unified Contact Center Express (Unified CCX) enables LightLink to retrieve an extensive array of real-time statistical information. This interface consists of an ODBC (Open Database Connectivity) connection to the Cisco UCC Express CRA database. Once LightLink has pulled these statistics from the CCX system, they become available for integration within any LightLink display solution.

The complete field list is presented below. Note that the RtCSQsSummary table provides 24 real-time statistics for each configured queue, while an additional 23 metrics are provided as summary statistics for the UCCX system as a whole from the RtICDStatistics table.

Field	Description
CSQName	Name of the contact service queue
loggedInAgents	Number of logged-in agents
talkingAgents	Number of agents in talking state
workingAgents	Number of agents in work state
reservedAgents	Number of agents in the reserved state
availableAgents	Number of available (idle) agents
unavailableAgents	Number of unavailable agents
totalCalls	Total number of calls
callsWaiting	Number of calls waiting
callsHandled	Number of calls handled
callsAbandoned	Number of calls abandoned
startDateTime	Data collection starting time
endDateTime	Last time this table data was updated
convAvgTalkDuration	Average talk duration in HH:MM:SS format
convAvgWaitDuration	Average wait duration in HH:MM:SS format
convLongestTalkDuration	Longest talk duration in HH:MM:SS format
convLongestWaitDuration	Longest wait duration in HH:MM:SS format
convOldestContact	Oldest call in the queue in HH:MM:SS format
avgTalkDuration	Average talk duration in total milliseconds
avgWaitDuration	Average wait duration in total milliseconds
longestTalkDuration	Longest talk duration in total milliseconds
longestWaitDuration	Longest wait duration in total milliseconds
oldestContact	Oldest contact in the queue as an integer
callsDequeued	Number of calls dequeued

Table 1: RtCSQsSummary Table Fields

Field	Description
totalCSQs	Number of CSQs configured
loggedInAgents	Number of logged-in agents
talkingAgents	Number of agents in talking state
workingAgents	Number of agents in work state
reservedAgents	Number of agents in the reserved state
availableAgents	Number of available (idle) agents
unavailableAgents	Number of unavailable agents
totalCalls	Total number of calls
callsWaiting	Number of calls waiting
callsHandled	Number of calls handled
callsAbandoned	Number of calls abandoned
startDateTime	Data collection starting time
endDateTime	Last time this table data was updated
convAvgTalkDuration	Average talk duration in HH:MM:SS format
convAvgWaitDuration	Average wait duration in HH:MM:SS format
convLongestTalkDuration	Longest talk duration in HH:MM:SS format
convLongestWaitDuration	Longest wait duration in HH:MM:SS format
convOldestContact	Oldest call in the queue in HH:MM:SS format
avgTalkDuration	Average talk duration in total milliseconds
avgWaitDuration	Average wait duration in total milliseconds
longestTalkDuration	Longest talk duration in total milliseconds
longestWaitDuration	Longest wait duration in total milliseconds
oldestContact	Oldest contact in the queue in integer format

Table 2: RtICDStatistics Table Fields

The LightLink UCCX data source requires that an ODBC DSN be set up on the LightLink server. Versions 7 and prior require that this be completed manually, while the LightLink system installers will handle this task for version 8.

The real-time wallboard snapshot function must be enabled and configured using the UCCX administration tool. The data polling interval on the LightLink server should match that set up in the UCCX configuration, in order to provide timely data updates while minimizing network and server loading. The default interval is 15 seconds.

- The standard UCC Express data source meets the needs of most customers. In circumstances where customers have additional data or reporting needs, Inova Solutions offers professional services on a time and materials basis to provide the necessary customer service. Typically those services include adding additional fields beyond those installed by the standard data source listed above. These might include agent data, special service levels, historical statistics beyond the current day, or mathematically deriving a new field from the data in the standard fields.

Cisco UCCx Datasource requirements:

- Hostnames or IP Addresses for all CCX Servers.
- UCCx CRA Database Instance name/s if customization has occurred.
- Valid read only credentials to access the CRA database real-time tables on the CCX server. The built-in user ids are: v7: CiscoWbUsr - v8: uccxwallboard
- Nexus will be responsible for activation of the Real-time wallboard tables in the UCCX Administration site. > Note: Inova Solutions highly recommends that the customer review the Cisco *CRS/UCCX Administration Guide – Real-time Snapshot Configuration for Wallboards* for specific instructions on the configuration process.
- UCCx version 8: Informix ODBC driver.

UCCx version 8 with HA: The Java Runtime Environment (JRE) v6, update 18 (or later) and the Microsoft C++ Redistributable (vcredist_ vcredist_x86), will be installed by Inova on the LightLink server if not yet present

2.2.3 Outputs

Overview

Inova LightLink can display captured information on a variety of output devices. The information below describes the outputs included in this project.

Output Channel Listing

- **Inova Desktop Presenter: Marquee (Qty 15)**

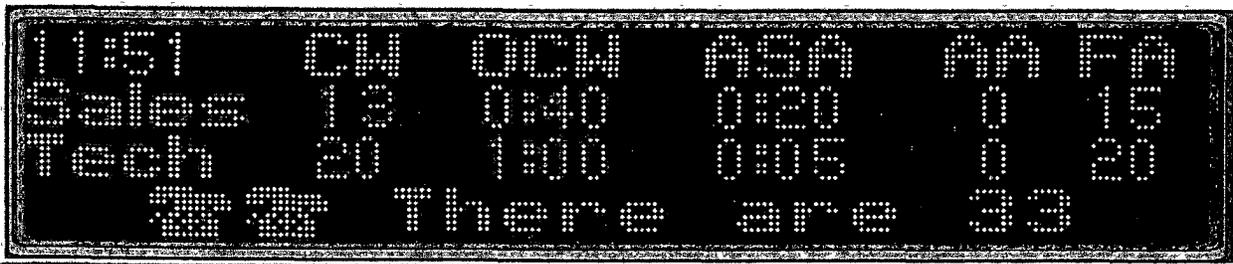
- **Four Winds Interactive Digital Signage (Qty 1)**
- **Desktop Presenter Details:** Marquee. This project includes up to 15 concurrent Inova Marquee client licenses

Desktop Marquee Requirements:

The City of Glendale administrators are responsible for the local installation of Marquee desktop client software with remote support from Inova Technical Project Managers.

A list of usernames in the form of DOMAIN\USERNAME will be required for input into the Output Manager to preconfigure display layouts and messages for desktop users.

A Security Manager control layer is available for allowing and denying access to certain features defined by the LightLink Administrator. Documentation will be made available to implement this feature. Active Directory (LDAP) is required for this feature.



Example Marquee Desktop Client

Four Winds Interactive Digital Signage Details: Content Player. This project includes one Content Player license.

The Content Player software is a full screen client application running on the PC's supporting the live views for the LCDTV's.

Content Player views are controlled from the Content Manager digital signage designer program, locally installed on a supervisor or administrators' PC. One Content Manager license is included with this project.

Content Player Licenses:

- One (1) Content Player license is included with this implementation.

Content Player Output Requirements:

- Wall mounting hardware will be provided by Inova Solutions and installed by The City of Glendale personnel. Mounting hardware will include a PC pocket to contain the Content Player PC at the LCD location.

- Remote access to the Content Player PCs is required for the installation of Content Player and supporting drivers. Desktop access is required via VNC, PCAnywhere, Dameware, or another desktop accessing application. Remote Desktop is not supported for remote access due to current in session desktop control not being available
- A Local or Domain User account with local administrative rights on the Content Player is required for installation purposes
- A user account (non administrative) must be logged-in at all times so the application can run continuously while in production
- Screen savers and corporate “sleep” policies must be disabled on Content Player PC’s
- Basic internet access from the Content Player PC’s is required for weather updates and RSS feeds. If a proxy server is required, the logged-in user account must be configured to have internet access through the proxy server.

2.2.4 Training

The following Training Packages will be included with this installation. In addition, a suite of self-paced training is available from the Inova website.

LED &/or Desktop Presenter Remote Training

We ask that the Client reserve approximately 4 hours for the training session. This class is suitable for 5-8 attendees with a maximum of 15. For best results, it is recommended that the Client provide access to the Inova Server via either the Client’s VPN or Inova Solutions’ WebEx account. Please let the trainer know if this is not possible, as other arrangements will have to be made.

Training cancellations will require a 2 week lead time for rescheduling.

Training delivered remotely will include the following topics:

- Introduction
- Discussion of training expectations and familiarity with the software.
- Discussion of training materials.

- System Manger

o Introduction

o Navigation

o Utilization

- o *Practice*
 - Message Editor
- o *Introduction*
- o *Navigation*
- o *Utilization*
- o *Practice*
- o *Troubleshooting*
- o *Resources Review*
- o *Closing*
 - Administrator (only for System Administrators)
- o *Introduction*
- o *Navigation*
- o *Utilization*

FWi Remote Training

Please reserve approximately 4 hours for the training session. This class is suitable for 5-8 attendees with a maximum of 15. For best results, it is recommended that the Client provide access to the Inova Server via either the Client's VPN or Inova Solutions' WebEx account. Please let the trainer know if this is not possible, as other arrangements will have to be made.

Training cancellations will require a 2 week lead time for rescheduling.

Below are the learning objectives for the FWi Digital Signage training. Core subjects include:

- Content Manager | Identify these critical screen elements and the purpose of each:
 - o Content Types, Network Overview, Content Bin, View Pane
- Insert content into a digital display template or modify or delete existing content, including: PDF, RSS feeds, Text, HTML, Weather, Date/Time, PowerPoint, Flash, Images Streaming video, Live TV (if configured prior to delivery).

This training will teach your digital signage owners how to use Inova messaging tools to add, modify, or delete messages on your sign. We will also cover the functionality of any live data feeds set up by Inova prior to delivery, learn how to create schedules for content and messages, and how to setup threshold alerts.

Customer Responsibilities:

Preparation and Installation

1. Appoint one Project Manager (PM) to act as the main point of contact. The PM must have access to network, desktop, building resources and ACD/phone administrators.
2. Install and connect all local computer hardware and displays devices, and the required power and network connections.
3. Provide a user account with local administrative rights on all LightLink servers. This can be an account you log in for us
4. Provide basic web internet access, even if temporary, from the LightLink server computer to the Inova Solutions download site for access to installers, updates and patches. If web access is not available at the Client site, other arrangements must be made for the delivery of software updates/patches.
5. Create or purchase all display layouts and templates and/or FWi views as needed beyond the basic set provided by the Inova installation team.
6. Coordinate training requirements and scheduling with Inova during installation.
7. **Typical Installation Schedule**

The following is a typical implementation schedule (actual projects will vary depending on complexity):

		Inova	Customer
Phase 1			
	Site Readiness Document	<input type="checkbox"/>	<input type="checkbox"/>
	Confirm Requirements	<input type="checkbox"/>	<input type="checkbox"/>
	Hardware Acquisition		<input type="checkbox"/>
	Mount Displays		<input type="checkbox"/>
Phase 2			
	Site-Readiness		<input type="checkbox"/>
	Remote Access	<input type="checkbox"/>	<input type="checkbox"/>
	Core Server Installation	<input type="checkbox"/>	<input type="checkbox"/>
	Data Source Configuration	<input type="checkbox"/>	<input type="checkbox"/>
	Output/Display Configuration	<input type="checkbox"/>	<input type="checkbox"/>
Phase 3			
	Client Configuration	<input type="checkbox"/>	<input type="checkbox"/>
	Messaging Configuration	<input type="checkbox"/>	

Testing	<input type="checkbox"/>	<input type="checkbox"/>
Change/Enhance (if needed)	<input type="checkbox"/>	<input type="checkbox"/>
Documentation	<input type="checkbox"/>	
Access/Security Configuration	<input type="checkbox"/>	
Training	<input type="checkbox"/>	<input type="checkbox"/>
Phase 4		
LightLink Available For Rollout		<input type="checkbox"/>
Project Review and Closure	<input type="checkbox"/>	<input type="checkbox"/>

2.2.5 Template Design

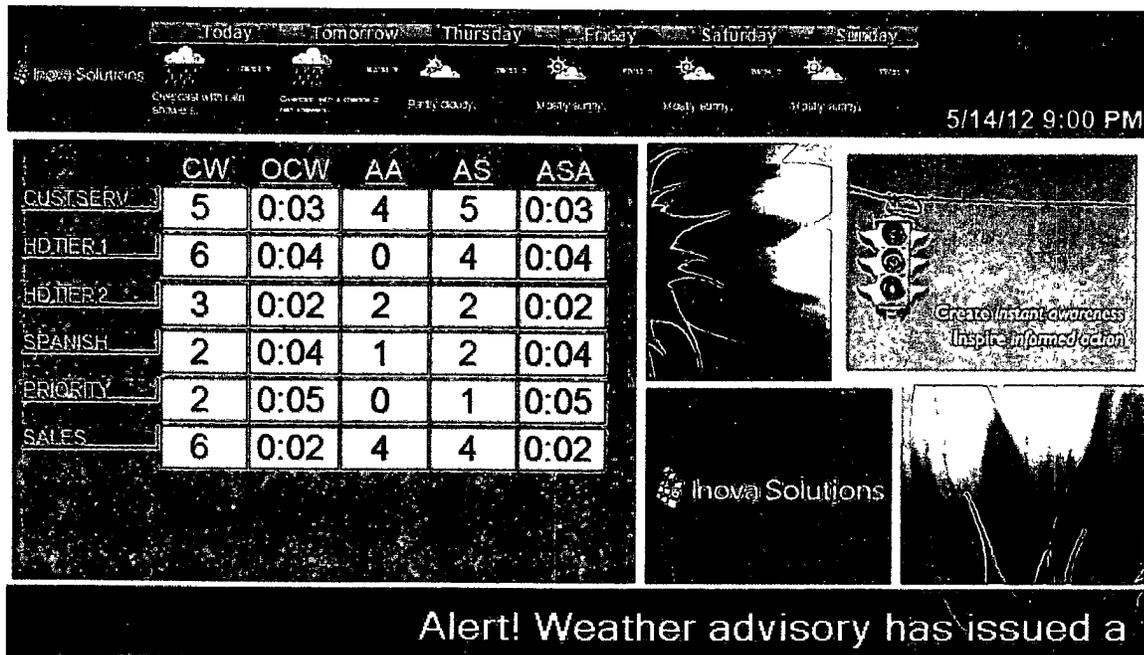
The following section describes the digital signage template design for The City of Glendale implementation of FWi digital signage software by Inova Solutions.

The City of Glendale personnel will select a Content Player format template from the Inova Sign Gallery @ <http://www.inovasolutions.com/gallery> as a starting point for go-live on the LCDTV displays.

Use the following login ID and password for access to the Inova Sign Gallery:

Account ID: *inovasigns*

Password: *inova*



Example Template

Inova will customize the selected Inova Sign Gallery display for use in the Content Manager and digital signage design software. Customization includes adding graphical elements, logos, region backgrounds, and overall branding elements designed to tailor the look of the digital signage design for The City of Glendale.

Templates shall be designed for a 1920 x 1080 screen resolution and a horizontal screen orientation. Templates shall be designed with regions based on anticipated content and signage usage.

Creative Services Implementation Approach

1. **Template discovery session:** Telephone and/or web-based meeting to review template gallery selection, usage, design ideas, and data layout preferences.
2. **Graphical asset collection:** Collection of any materials such as logos or icons for use in template
3. **Template design:** Inova Solutions creative designers create template and all required graphical elements based on your Inova Sign Gallery selection.
4. **Review and revisions:** One round of revisions based on feedback
5. **Fully configure Template in Content Manager:** All template elements fully configured into Content Manager by Technical Project Manager.

Real-time 'Live Data' Content Item Configuration

Inova Solutions will pre-configure for Cisco Live Data content items in Content Manager from KPI's captured by the Inova LightLink Data Source Manager described in Section 5. Configuration includes initial layout design, connection configuration and setting up any initial grouping, sorting, or threshold color changing conditions if known at the time of implementation.

2.3 Cisco UCCX AQM Deployment Tasks

Please note: a more detailed project plan will be presented after the initial customer kick-off meeting.

Cisco AQM

- Facilitate an application design workshop to capture the functional and technical requirements of the Cisco UCCX AQM solution.
- Install and Configure AQM v8.6 on a single MCS-7825 Server provided by Nexus.
- Configure AQM for Endpoint or Network based recording
- Configure up to 11 named agents/supervisors
- Configure AQM Application
 - Up to 1 Forms
 - Up to 1 Workflows - 100 % recording

2.3.1 Customer Responsibilities

- Customer responsible for providing Windows 2008 and SQL Server 2005 software and licensing.
- Customer responsible for deploying the Cisco UCCX AQM desktop capturing software on agent PCs

2.3.2 System Integration Testing (SIT) and User Acceptance Testing (UAT)

Nexus will jointly work with Customer to develop mutually agreed upon test cases and test scenarios to validate the installation and integration of the Cisco UCCX AQM solution and confirm that recording and screen capturing is taking place.

SIT and UAT testing shall not exceed 2 hours in duration.

The following parameters establish the acceptance criteria/proof of performance that shall result in successful project acceptance.

- Successful integration of Cisco AQM to the Cisco UCCX and UCM solution .
- Successful recording and screen capturing of a sampling of test or live calls.

2.3.3 Cisco AQM System Administration Training

Nexus shall provide customer with up to (4) hours of Cisco AQM training on the following features:

- Management and maintenance of the Cisco AQM solution
- Configuration of recording workflow rules
- Configuration and programming of Cisco devices for recording
- Development of evaluation forms

2.3.4 Cutover/First Day of Support

Cutover will take place in a single phase, unless otherwise noted. Nexus will provide on-site support for the cutover at a mutually agreed upon time.

Nexus will provide 1 technician for up to (2) hours. This technician will be onsite during the first day that users will need to operate the system.

2.4 Deliverables

To customer from Nexus:

- Project plan
- Requirements Definition Deliverable (RDD)/Data Collection Worksheet
- Signed Network Ready For Use (NRFU) check sheet

- Design Definition Deliverable (DDD)
 - The Design Definition Deliverable (DDD) will contain “as built” information, such as updated call-flow diagrams, IP address information, and final configurations and will be submitted to Customer after the cutover date.

To Nexus from customer:

- Signed SoW
- Signed RDD
- Signed In-Service Acknowledgement Form

2.5 Project Completion

Upon Nexus’ completion of the professional services, Nexus shall notify Customer of completion of a specific milestone or service performed by providing an In-Service Acknowledgement Form. Customer has ten (10) business days from the receipt of the In-Service Acknowledgement Form to schedule appropriate personnel to review the particular milestone or services performed and sign the In-Service Acknowledgement Form. Signing of the In-Service Acknowledgement Form, or Customer’s failure to respond to the form within the designated ten (10) business day period, signifies Customer’s acceptance of the milestone and that services have been performed as described in the In-Service Acknowledgement Form and in accordance with the SoW.

In order to refuse acceptance of the services performed, Customer must provide Nexus with full details that show that services do not conform to the SoW. Nexus shall address such non-conformance in a timely manner. Nexus shall compile an action plan to correct any deficiencies and the process for acceptance detailed herein shall be repeated until such time as all deficiencies have been resolved and the services meet the requirements of the SoW. Acceptance may not be withheld due to defects in services that do not represent a material non-conformance with the requirements of the SoW.

At the conclusion of this project, Customer will have deployed a solution as described throughout the various applicable contractual documents including but not limited to this Scope of Work.

As acknowledgement that the system has been placed into commercial operation, Customer will sign an “In-service Acknowledgement” form, which may list certain minor items that were not yet able to be deployed. These items (if any) will also have documented due dates for the expected completion date. Other items listed could include as-built documentation and or drawings as applicable based on what was purchased in the agreement.

2.6 Issue Escalation

There are two kinds of support issues that require escalation:

- Implementation issues
- Operations and Maintenance (O&M) issues

2.6.1 Implementation Issues

All issues directly related to the implementation of the Customer network are the responsibility of, and should be directed to, the Nexus Project Team. These issues include anything within the scope of the signed Professional Services Statement of Work. Please note that the responsibility for maintenance of the installed components of the new network transitions to an O&M status upon Customer signing the Site Completion Certificate. In lieu of a formal handoff procedure, it must be agreed that the responsibility for any equipment, properly installed, configured, and tested by Nexus, becomes the responsibility of Customer.

Problem Resolution – During an implementation, the Project Manager will be responsible for ensuring Cisco-related issues are resolved to the satisfaction of Customer. For contact information pertaining to the Nexus project team please direct all inquiries to the following individual:

Problem Resolution Contact Information			
Name	Title	Phone	E-mail
TBD			

Problem Escalation – Any problems encountered post-implementation require Customer to open a support case with Cisco TAC. Nexus must also be separately informed to assign an engineering advisor to the TAC support case:

Problem Escalation Contact Information			
Name	Title	Phone	E-mail

2.6.2 Operation and Maintenance (O&M) Issues

For all issues outside the scope of this SoW, specifically, for network problems occurring after execution of the In-Service Acknowledgement Form, Customer is responsible for resolving.

Cisco and Nexus offer several flexible technical support service options to help resolve system incidents or service change requests. These service options focus on the “operate” phase of the network lifecycle to help maintain operational efficiency.

2.6.3 Cisco SMARTnet: Critical Technical Support

Cisco SMARTnet provides immediate access to vital information and assistance when you need it:

- Rapid problem resolution with around-the-clock, global access to the Cisco TAC.
- Registered access to Cisco.com for powerful online tools and information.
- Advance hardware replacement next-business-day (additional options, some as fast as two hours, are also available).

- Ongoing system software updates to evolve your network to changing needs.
- Cisco OS software support to extend the life of your Cisco devices with improved security, performance, and interoperability.

2.6.4 NexusCare Managed Service

NexusCare managed service extends Cisco's SMARTnet support to include remote and onsite support and system management. Service incidents are managed from notification to resolution. Our Nexus TAC (NTAC) engineers know your network, saving valuable time and effort troubleshooting and managing incidents and service changes. Our NTAC engineers are highly skilled and experienced at supporting Cisco converged infrastructures, Unified Communications solutions and Cisco Advanced Technologies such as Unified Contact Center Express and Enterprise, Cisco MeetingPlace, and Cisco TelePresence.

- NexusCare Managed Service provides expert support:
- 24x7 major service incident management from notification to resolution
- 8x5 minor service incident management to resolution
- Service Level Objectives: 1 hour for major incidents; next business day for minor incidents.
- Remote support via NTAC
- Onsite support dispatch within Nexus primary service areas, other areas if pre-arranged.
- Escalation management to Cisco TAC for Level 3 & 4 technical support.
- Escalation management to carriers for circuit diagnostics and issue resolution.
- Parts replacement via manufacturer warranty or service agreement.
- Preferential scheduling and pricing for billable service change requests.

For more information on NexusCare, please contact your Nexus Advanced Solutions Executive.

2.6.5 Nexus Time and Materials Support

Nexus Time and Materials (T&M) support will provide a remote or onsite available Nexus technical support resource on a time and materials basis. Your T&M billable service request will be dispatched to an appropriate Nexus TAC or Nexus Field Services Engineer for handling. While a NexusCare managed service agreement will ensure the fastest response times and priority trouble resolution, T&M service is available as a flexible choice to supplement other service entitlements.

3 Change Management Process

It may become necessary to amend this SoW for reasons including, but not limited to, the following:

- Customer's changes to the SoW and/or specifications for the services.
- Customer's changes to the project plan.
- Unavailability of resources that are beyond either party's control.
- Environmental or architectural conditions not previously identified.

In the event either party desires to change this SoW, the following procedures shall apply:

- The party requesting the change will deliver a Change Order Form to the other party. The Change Order Form will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work, which may include changes to the deliverables and/or the schedule.
- A Change Order Form may be initiated either by the Customer or by Nexus for any changes to the SoW. The Project Coordinator of the requesting party will review the proposed change with his/her counterpart. The parties will evaluate the Change Order Form and negotiate in good faith the changes to the services and the additional charges, if any, required to implement the change order. If both parties agree to implement the change order, the appropriate authorized representatives of the parties will sign the change order, indicating the acceptance of the changes by the parties.
- Upon execution of the Change Order Form, the Change Order Form will be incorporated into the SoW.
- Nexus is under no obligation to proceed with the Change Order Form until such time as the Change Order Form has been agreed upon by both parties.
- Whenever there is a conflict between the terms and conditions set forth in a fully executed change order and those set forth in the original SoW, or previous fully executed change order, the terms and conditions of the most recent fully executed change order shall prevail.

4 Assumptions

The following assumptions, together with those detailed elsewhere, were made to create this Statement of Work. Should any of these assumptions prove to be incorrect or incomplete then Nexus may modify the price, scope of work, or milestones. Any such modifications shall be managed by the Change Management Procedure.

4.1 General Assumptions

- Customer will provide 24/7 access to customer facilities, including, where applicable, computer equipment, facilities, workspaces, and equipment.
- Customer will provide system access according to the specifications of Cisco TAC.
- Customer will provide a complete and documented network architecture plan that would provide physical and logical schematics (Visio format preferred) prior to service commencement.
- Customer, if applicable, will provide skilled personnel to assist with the following:
 - Performing the hardware and software configuration changes that will be required on file and application servers and switch or router OS.
 - Network servers and Exchange servers have correct version and service packs installed.
 - Network impacts and Exchange server storage impacts will be addressed prior to Unified Communications install.
 - All Customer hardware that will be used for this engagement is listed on the Hardware Compatibility List published by Microsoft.
- Ensure that all site preparation (for example, but not limited to, power, space, HVAC, abatement, cables, and racks) will be in place and the site ready for equipment installation three (3) business days prior to the beginning of the scheduled onsite installation.
- Ensure cubicle jacks are properly labelled back to the wiring closet patch panel.
- Ensure that there are the necessary power and cable requirements at each user location.
- Customer will coordinate the scheduling users for training class times and provide the training facilities.
- UPS, surge protection, or wall outlets are available and labelled for equipment.
- Ensure that the correct voltage and receptacles are available based on the design being delivered.
- All patch panels and cables are properly wired and labelled.
- All cabling meets CAT5 specs set by EIA/TIA.
- Any additional cabling required is performed by the client's cabling vendor.

- Customer shall be responsible for the registration of all Cisco SmartNet, Compaq Depot, or other required hardware or software registrations.
- Customer network architecture design shall not change between the date of customer's execution of this SoW and the completion of all services contemplated hereunder.
- Customer is responsible for any shipping and insurance charges, if any, to transport equipment from the staging facility to the installation site(s).
- Delays caused by the lack of completed site preparation or Customer's failure to meet any responsibilities specified in this SoW shall be billed at Nexus time and materials rates including travel and other expenses. Any additional costs incurred by the customer as a result of delays shall be the sole responsibility of the customer.
- Unless otherwise agreed to by the parties, a response will take place within two (2) business days of Nexus' request for documentation or information needed for the project.
- Customer has delivered to Nexus all of the required paperwork for processing.
- Nexus requires an average of three weeks to schedule resources for the project start from the time all completed contracts are received and processed.
- Resources from various Nexus offices may be utilized, as needed, to provide a full scope of technical expertise.
- Any product or service delivery dates communicated to the customer outside of this SoW or the project plan are not to be considered valid or binding.
- Requests for support or services outside of this SoW require written approval by the customer and acceptance by the Nexus Project Manager and may result in additional charges to the customer.
- If the project extends beyond the timeline specified in the project plan due to delays caused by parties other than Nexus and its subcontractors, additional charges may apply.
- All backup and antivirus solutions are to be provided by the customer. Nexus has not provided these solutions as part of this SoW and does not hold any responsibility for these elements of the end-state solution.
- All SoW activities, with the exception of cutover, will be conducted during normal business hours, Monday through Friday, 8 am to 5 pm.
- Where possible, most work will be performed remotely. On-site resources will only be used for activities such as physical hardware installation, training, cutover, and go live support.
- Any services outside the scope of this project will be provided on a time and materials basis.
- Customer change orders will be billed at current labor and material rates and will be due and payable upon receipt.

5 Attachment A



Federal Clauses for
Solicitation - Glendale

6 Statement of Work Signoff

Customer Agreement of Terms	Nexus Agreement of Terms
I do hereby agree to the solution as set forth within this Statement of Work.	I do hereby agree to the solution as set forth within this Statement of Work.
Name: <u>Terry Johnson Ford</u>	Name: <u>Kristopher Wells</u>
Title: <u>Tran. Director</u>	Title: <u>Branch Operations Coordinator</u>
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>
Date: <u>8/1/12</u>	Date: <u>8/29/12</u>

Additional Federal Clauses:

1. Fly America Requirements

- i. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. Cargo Preference

- i. The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

3. Energy Conservation Requirements

- i. The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4. Access to Records and Reports

- i. The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- ii. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- iii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iv. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized

representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto Reference 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

5. Federal Changes

- i Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract

6. No Government Obligation to Third Parties

- i The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- ii The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

7. Program Fraud and False or Fraudulent Statements and Related Acts

- i. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- ii. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- iii. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8. Privacy Act

- i. The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:
- ii. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the

Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

- iii. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

9. Civil Rights Requirements

- i. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract: (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- iii. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

10. Disadvantaged Business Enterprise

- i. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal **[of 0% DBE participation has** been established for this procurement
- ii. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Glendale deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

11. ADA Access (Access for Individuals with Disabilities)

- i. The contractor agrees to comply with 49 U.S.C § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq , which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the contractor agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

12. Prompt Payment

- i. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than thirty (30) business days after the Contractor has received payment from the City of Glendale.

14. Recycled Products

- i. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247

15. Termination

- i. All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

16. Government-Wide Debarment and Suspension (non procurement)

- i. **Note:** only include clauses based on the applicable situation.
- ii. **Termination for Convenience (General Provision)** The City of Glendale may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Glendale to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Glendale, the Contractor will account for the same, and dispose of it in the manner the City of Glendale directs
- iii. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Glendale may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only

be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Glendale that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Glendale, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- III. **Opportunity to Cure (General Provision)** The City of Glendale in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriate short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City of Glendale's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from City of Glendale setting forth the nature of said breach or default, City of Glendale shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City of Glendale from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- IV. **Waiver of Remedies for any Breach** In the event that City of Glendale elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City of Glendale shall not limit City of Glendale's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

13. Incorporation of Federal Transit Administration (FTA) Terms

- i. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

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Quote: ETR - 19295-04
 Project: City of Glendale 11 AQM and Inova addon 022112 v04
 Created: 7/25/2012
 Valid: 7/27/2012

Budetary Pricing ONLY

City of Glendale

LINE#	PART#	QTY	DESCRIPTION	EXT. PRICE	UNIT PRICE	DISC.	LIST PRICE
Inova Digital Media Signage							
1	Header						
2	LDMKC	1	LightLink Contact Center Edition Core display management software Provides business logic, display management and administration. Includes: - System Manager - Administrator - Message Editor - Security Manager - Data Manager - Output Manager - Ten Supervisor packs - One Secondary Server license Customer provides PCs that meet Inova specifications May be deployed on VMware	2,857.14	2,857.14		
3	LL205051	1	LightLink Standard Data Source License for Cisco UCC Express	0.00	0.00		
4	FW-Manager	1	Four Winds Interactive - Content Manager Software Digital signage by Four Winds Interactive (FWI) delivers real-time metrics and high-impact graphics to LCD displays. - One Content Manager license (design software) - Ability to display live real-time data from your Inova LightLink data sources - Native support for Adobe PDF, Adobe Flash, Microsoft PowerPoint, Microsoft Excel, and many more file formats - Ability to display webpages (all or in part) alongside other content elements such as images and live or pre-recorded video - Ability to send scheduled or ad hoc messages to your LCD displays	2,285.71	2,285.71		
5	FW-Player	1	Digital Signage Content Player software Preview and player software License fee included with Content Manager software Customer purchases Content Player PCs from Inova or ships PCs to Inova that meet Inova specifications. Microsoft Office Suite for each Player PC may be needed per Customer requirements Creative Services for one Standard template with customer provided content. Includes customer specific modifications to standard design template	1,708.57	1,708.57		
6	FW-T100	1		771.43	771.43		

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7	LLZML001	15	Inova Desktop Presenter Suite "Inova Marquee" application. • A virtual whiteboard for the desktop • Mirrors the content of a physical whiteboard • Real-time data • Threshold alerts • Ad hoc and emergency messages	2,571.43	171.43		
8	I942LCD-NEC	1	42" NEC LCD, Black Cabinet, 1920x1080 Resolution, 16x7, Built-in expansion slot for embedded DPS PC: Commercial Grade, 3 year warranty.	1,099.00	1,099.00		
9	IBPC	1	Digital Signage Client PC Includes 1 Dell Optiplex 790 Small Form Factor, Windows 7 Pro x64, dual core 3.1GHz CPU, 2GB RAM, ATI 512MB Radeon HD 3450 Graphics w/Dual VGA, 3yr next business day	985.00	985.00		
10	IBLCDMNT-PC	1	Generic part number for quoting LCD mounting hardware, wall or ceiling when the IBPC will be mounted on the LCD, not in a rack shelf.	500.00	500.00		
				\$12,778.29			
11	Maintenance and Support						
12	SR13	1	Inova Support Agreement. • Technical support • Software Updates and Updates • Online refresher training • Warranty	1,561.18	1,561.18		
				\$1,561.18			
13	Professional Services						
14	SR01	1	Remote Configuration, Installation and Technical Project Management • Site readiness evaluation • Software installation • Configuration • Testing	5,592.86	5,592.86		
15	TRR-IB-N	1	Inova OnCourse Digital Signage Remote Installation Training	2,121.43	2,121.43		
				\$7,714.29			
				Inova Digital Media Signage	\$22,053.75		
UCCX AQM addon_11 licenses							
1	CCX-85-ADDON	1	CCX 8.5 ADDON-Product.UCCSS pDelivery LICENSES ONLY	0.00	0.00		
2	CCX-85-P-PAK	1	CCX 8.5 auto-suspended Physical Delivery PAK	Included	Included		Included
3	UCSS-CCX	1	UCSS for Cisco Unified Contact Center Express	0.00	0.00		
4	UCSS-AQM-1-1	11	UCSS for Advanced Queue Mgmt for One Year - 1 User	277.20	25.20	40.00%	42.00
5	CCX-85-ADDON-LIC	1	CCX 8.5 ADDON - pDelivery LICENSES ONLY	0.00	0.00		
6	CCX-85-A-AQM-LIC	11	CCX 8.5 ADDON Adv Quality Manager Named Seat Qty 1 LICENSE	3,827.00	357.00	40.00%	595.00
7	CDN-ESW-CCXAQM	11	ESSENTIAL SW CCX 8.5 ADDON Adv Quality Manager NameQu	762.30	69.30	10.00%	77.00
8	CDN-ESW-CCX85A11	1	ESSENTIAL SW CCX-85-ADDON-LIC	0.00	0.00		
				\$4,966.50			
9	MCS-7825-15-CCX1	1	HW Only 7825-15 1x 2.4GHz X3430 CPU, 4GB RAM, 2x250 HDD	4,200.00	4,200.00	40.00%	7,000.00
10	CAB-AC	1	AC Power Cord (North America), C13, NEMA 5-15P, 2 1/8"	0.00	0.00		
11	CON-SNTE-7825CCX1	1	SMARTNET RKS4 HW Only 7825-15 1x 2.4GHz X3430 CPU 4GB	730.80	730.80	10.00%	812.00
				\$4,930.80			
UCCX AQM addon_11 licenses				\$9,897.30			

Engineering Notes:

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This configuration is to add 11 Advanced Quality Monitoring licenses to an existing 6.5 UCCX system.

This configuration also includes the following:

- > Discovery
- > Installation
- > Testing
- > Training

Customer to provide all third party software including Microsoft Windows Server 2008 and SQL Server 2005 licensing
 Customer to provide hardware for Inova LightLink server.

This Quote includes Materials, Professional Services and Manufacturer Warranty as indicated above.
 Installation pricing estimated, pending completed Scope of Work.

Customer Initials	
Equipment Total	\$21,182.49
Warranty & Other Services Total	\$10,768.56
Schedule A Subtotal:	\$31,951.05
Nexus Care Subtotal:	\$0.00
Professional Services Total:	\$5,536.88
Shipping & Handling:	\$156.88
Estimated Sales Tax (8.75%):	\$1,853.47
Total Investment:	\$39,698.27

~~Nexus Care support plan not included. Additional Managed Services will be billed at Time and Materials Rates~~

_____ Customer Initials

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PAYMENT TERMS:

50% Due at signing
 40% Due upon the receipt of Majority (+90%) of materials
 10% Due on Substantial Completion

\$19,849.14
 \$15,879.31
 \$3,969.83

ESTIMATED LEASE PAYMENTS: Estimated Payment is based on a 60 Month Lease

Payment for Leasing Hardware
 Payment for Leasing based on purchasing 5 years of warranty currently 1 Year of warranty in the quote.
 Payment for Leasing for Professional Services

Total Lease Payment for Equipment, Warranty and Professional Services*
 * Nexus Care is not included in Estimated Lease Payments

Customer Initials

\$391.88
 \$987.71
 \$107.03

\$1,496.61

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CLIENT SIGNATURE BELOW ACKNOWLEDGES THAT CLIENT HAS READ AND ACCEPTED THE TERMS AND CONDITIONS OF THE ABOVE REFERENCED CONTRACT. THE CLIENT AUTHORIZES NEXUS IS TO OBTAIN CREDIT INFORMATION PRIOR TO ACCEPTING THIS ORDER.

Client Name: <u>Tony Johnson For VM</u>	Nexus IS Name: <u>Kristopher Wells</u>
Title: <u>Deputy Director</u>	Title: <u>Branch Operations Coordinator</u>
Signature: <u>Tony Johnson For VM</u>	Signature: <u>[Handwritten Signature]</u>
Date: <u>7/27/12</u>	Date: <u>8/1/12</u>

This Budgetary Schedule-M is designed to illustrate and compare service options; Real device count and pricing must be validated. Final pricing may be adjusted at time of Service Activation to match actual Device Count. Only a mutually executed Service Agreement and validated Service Activation notification contain contractual terms and conditions. All pricing subject to change.