



# Impact Networking, LLC

13875 W. Boulton Blvd.

866.652.0082/847.785.2251 fax

Lake Forest, IL 60045

ImpactMyBiz.com/Support

## Managed IT Services

## Agreement - CompleteCare

### Client Information

Town of Munster  
 COMPANY NAME  
 1005 Ridge Road  
 ADDRESS  
 Munster IN 46321  
 CITY STATE ZIP  
 Dustin Anderson 219-836-6905  
 CONTACT PHONE FAX  
 danderson@munster.org  
 EMAIL

### Notes

Early renewal

### Supported Items

	COUNT
CompleteCare Servers - Physical	2
CompleteCare Servers - Virtual	7
CompleteCare Computers - VDI	0
CompleteCare Computers - macOS	0
CompleteCare Computers - Windows	112
CompleteCare Computers - Thin Clients	0
CompleteCare Networking - Switch	22
CompleteCare Networking - WAP	24
CompleteCare Networking - Firewall	1
CompleteCare Networking - Spam Filter	0
CompleteCare Networking - NAS	2
CompleteCare Networking - SAN	1
CompleteCare Networking - UPS	6
CompleteCare IP Camera Uptime	0
CompleteCare VoIP User Maintenance	0
CompleteCare Mobile Devices	35
CompleteCare Advanced Support Hours	0
CompleteCare Sites	1
CompleteCare Users	110
CompleteCare 24/7 Support Users	0
SentinelOne Complete Licenses	110
Proofpoint Essentials Business	110

### Support Program

- Systems Management
  - Remote performance monitoring/alerting
  - Proactive preventative maintenance
  - Remote patch/update maintenance
  - Robust virus/intrusion protection
  - Backup and Disaster Recovery Solution
- Support Services
  - Helpdesk for end-user technical support
  - Onsite IT management/support
  - Emergency after-hours support calls
- Technology Planning
  - vCIO technology outlook planning
  - Periodic business reviews
  - Strategic IT planning services
  - Technology Asset & Vendor Management
  - Configuration Management
  - License Compliance

### Monthly Total

\$13,172.65

### Agreement

The term of this Agreement is described with the terms listed below. Impact agrees to furnish the Customer in accordance with the terms and conditions of this agreement and initial Onboarding Statement of Work. Any additional services beyond Statement of Work or outside of the scope of the Maintenance Agreement will be charged to the customer at normal time and materials service rates. All contracts are minimum annual agreements and are billed monthly in advance in order to avoid lapse of coverage from Impact and software toolset. User/device counts will be analyzed on a quarterly basis. Phone support available 7:00AM-8:00PM Monday through Friday CST, excluding Holidays. Please call 1-866-964-5050 or go to www.ImpactMyBiz.com/Support.

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03/19/2020

03/18/2025

CONTRACT TERM MONTHS

CONTRACT START DATE

CONTRACT TERM DATE

Please return with payment in full for the On-boarding Statement of Work in addition to first and last month of the Maintenance Agreement as service will be performed upon receipt of payment. This contract is legally binding upon signature and/or purchase order. This agreement is non-cancellable for the term specified herein, except as provided herein. The additional terms and conditions on the reverse side hereof are incorporated in and made part of this agreement, no one is authorized to change, alter, or amend the terms or conditions of this agreement unless agreed to in writing by the president of Impact Networking, LLC. Freight is charged to the client on all agreements, whether they include supplies or not. All prices in effect for 30 days from Impact representative signature date.

### Authorization

CLIENT AUTHORIZED SIGNATURE

IMPACT NETWORKING, LLC AUTHORIZED SIGNATURE

PRINT NAME

DATE

PRINT NAME

DATE



**SUPPORT SERVICES**

The charges established by this Agreement ("The Agreement") include payment for maintenance and repair work performed by Impact Networking, LLC (here- after referred to as "Impact") (during normal business hours) performed for The Client (as listed on the front of this document and herein after referred to as "Client") is for support of covered devices and users defined in Appendix A ("Covered Devices") and Appendix B ("Covered Users"). Maintenance is defined as any assistance in troubleshooting or correcting any performance issue or instances directly related to Covered Devices and Covered Users managed by Impact which will include inspection, adjustments, software updates, patches, virus removal, and warranty repair required for the proper operation as determined by Impact. This Agreement covers the labor and software licensing to perform the necessary work. This Agreement does not include hardware, operating system, or third party software costs.

This Agreement is designed to provide services based on a fixed cost on a monthly basis. This does not mean that other costs may not be incurred. Additions and Client requested changes will be billed on an additional project basis. Maintenance does not include expansion, in any form, of the original solution as described in the SOW or Proposal. Examples of expansion include but are not limited to additional computer(s), laptop(s), server(s), network appliance(s), new user, workflow expansion, new device configuration, etc. Adding devices or users will require a change request to be submitted to Impact. Additional devices and users may result in an increased servicing rate as evaluated on a quarterly basis.

**COVERAGE UNDER THIS AGREEMENT**

The hours of operation for Impact are 7:00AM to 8:00PM, Central Standard Time, (Monday through Friday), excluding holidays. Impact will make all reasonable efforts to provide phone support services within 1 hour from the time The Client makes the initial request. Client must call the support hot-line listed on front of contact for support. The decision to perform a software upgrade shall be at the sole discretion of Impact with the best intention of The Client in mind.

**REMOTE DIAGNOSTICS**

Prior to an on-site response, personnel from Impact may attempt to resolve any issue via remote-access, web-based software. In the event that this is necessary, Client agrees to provide any assistance necessary in diagnosing and resolving any issues. Impact shall not be held liable for any software or network failures during these remote sessions. By signing this Agreement, The Client authorizes Impact to utilize remote diagnostic services in order to solve necessary support items.

**ON-SITE RESPONSE**

If Impact personnel are unable to resolve issues via telephone/remote support, an on-site visit to The Client location may be required. In the event that an on-site visit is required, Client agrees to provide Impact personnel with any resources necessary to resolve any open issue in a timely manner. An on-site visit will incur hourly charges as deemed necessary by Impact and are described in the section below titled Service Hours and Fees.

**SERVICE HOURS AND FEES**

Hourly fee for services not covered or for on-site support pursuant to the Agreement: \$150 per hour plus \$75 trip/travel charge. Business Hours (7:00AM-8:00PM Central Time Monday - Friday). On-site work performed during Non-Business Hours (8:01PM - 6:59AM Central Time Monday - Friday and All Weekend Hours) billed at 2 x the normal rate listed at \$300 per Hour plus \$150 trip/travel charge.

**SCOPE EXCLUSIONS**

All efforts will be made to resolve any issues within a reasonable time. Because of the complexity of diagnosing and resolving software solutions, trial and error elimination procedures may need to be made in order to pinpoint the exact causes of potential issues. Third party vendors may need to be consulted during the process of diagnosing and resolving any solution issues. Due to these factors, no guarantee of repair time under this Agreement can be made. No representative of Impact is authorized to give a binding completion time for any service performed under this Agreement, and any representation of a completion time will be considered only an estimate. Impact is not responsible for third party vendor costs. This Agreement does not cover damage to the equipment or its parts arising out of misuse, abuse, negligence, incorrect power and/or outlet, or causes beyond Impact's control are not covered. In addition, Impact may terminate this Agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by Impact. This Agreement does not cover costs including but not limited to:

- (1) Any and all costs for replacement parts, new system additions and/or related equipment and add-ons, and/or new software / licensing additions.
- (2) Devices or Users not listed on Appendix A and B
- (3) Project-Based Labor
- (4) Labor performed outside of normal business hours
- (5) Damage to the equipment or its parts arising out of misuse, abuse, negligence, incorrect power and/or outlet, or causes beyond Impact's control.
- (6) Programming (modification of software code) and software maintenance,
- (7) End user applications training

**CHRONICALLY FAILING DEVICES**

Experience has shown, equipment belonging to The Client which has initially passed Minimum Standard Requirements for service can reveal itself to become chronically failing causing user and business interruption even though repairs are accomplished. Should this occur, while rare, Client agrees to work constructively and positively with Impact to replace the equipment at additional cost through Impact.

**LIMITATION OF DAMAGES**

- (1) Impact shall not be liable to Client for any actual, consequential, resulting or incidental damages or loss of profits arising from a breach of this Agreement or arising out of any relationship established by the Agreement.
- (2) Impact shall not be liable for any damages caused by any delay in furnishing services the sole and exclusive remedy of The Client for any breach of any covenant or representation or warranty by Impact, express or implied, including any warranties of merchantability or fitness, is a recovery of the fees paid to Impact by Client.
- (3) Performances under or pursuant to this Agreement shall be limited to Impact's obligation to provide a replacement component and/or for installation services for such components. In no event shall Impact's liability exceed the actual consideration paid by Client for the component or service in question. Impact cannot guarantee against the following:
  - (1) Problems with software or hardware that were unknown to it prior to installation.
  - (2) A virus. No company providing virus protection guarantees 100% protection.
  - (3) Equipment failure, whether or not the equipment was provided by Impact.
  - (4) Problems that are caused by operator or company error such as an overheated server room or improper care of equipment.
  - (5) Act of God such as flood, power surges or fire. Force Majeure - Neither party will be responsible for delays or failures or performance caused by event beyond its control ("Force Majeure"), including but not limited to fire, flood, other disasters, war, strike or labor unrest.

**LIMITED WARRANTY**

Impact warrants that all work performed under this Agreement will be performed in a competent manner. **IMPACT MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, FOR ANY SERVICES PERFORMED OR PROVIDED UNDER THIS AGREEMENT**

**PERSONNEL**

Under this Agreement Impact and The Client agree that neither party shall solicit the employment of, employ, or contract with, any current or former Impact personnel with whom the Client had contact, either individually or through another party, employee, or other, for a period of one (1) year following the termination of this Agreement.

**TERMS**

This Agreement will be valid for the term stated on the front of this Agreement from the submission date of the signed Agreement. At the discretion of Impact, this Agreement will automatically renew for a period of one year. A corresponding invoice shall be issued for the renewal of this Agreement when the associated cost is above and beyond any normal payments agreed upon at the inception of the support solution. The Agreement is subject to annual increases no more than 15% without prior notice to Client.

**CANCELLATION**

This Agreement shall become effective upon Client signature or Purchase Order Number and shall continue until the end of the agreed time, unless canceled by Impact or if Client breaches its obligation hereunder or otherwise to Impact. If not canceled this agreement shall be automatically self-renewing unless prior notice of termination is given in writing by either party not less than (90) ninety days prior to any renewal date. Renewal prices are subject to change.

**DEFAULT**

Client shall be in default under this Agreement if Client:(i) fails to make any payment to Impact or its agent within ten (10) days of when due or (ii) breaches any other term or condition included in this Agreement and Client fails to cure any such breach within ten (10) days. In the event of a default, Impact may, in addition to other remedies, (i) refuse to service the Equipment until payment in full, including any late payment fees, are made; (ii) declare any and all sums (including penalties) which are due under the terms of this Agreement to be immediately due, (iii) furnish service on a C.O.D. "per call" basis at published rates; (iv) terminate this Agreement without advance notice; and/or (v) exercise any and all other remedies to which it may be entitled. The Client agrees to pay Impact for all costs and expenses, including reasonable attorney's fees, incurred by Impact in establishing or enforcing its right hereunder.

**GOVERNING LAW AND FEES**

This Agreement will be governed by, construed and enforced in accordance with Illinois law. In the event of a claim or litigation relating to the subject matter of this Agreement, wherein Impact Networking prevails, The Client/buyer/lessee shall reimburse Impact for all attorney fees and costs resulting therefrom. If a lawsuit is filed with respect to this Agreement, or any service or component provided under this Agreement, the parties agree that any such lawsuit must be filed and adjudicated in the Circuit Court of Cook County, Illinois.

**SEVERABILITY**

If any provision, clause or section of this Agreement is adjudicated by a court of competent jurisdiction to be illegal, void, invalid or unenforceable, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, all remaining provisions, clauses and sections shall remain in full force and effect.

**ENTIRE AGREEMENT**

This document constitutes the entire Agreement between the Parties and supersedes all prior agreements, proposals and communications, whether written or oral, concerning the subject matter of this Agreement. Impact shall not be bound by any modification or waiver of the Agreement unless agreed to in writing. Any such writing must be approved and executed by the President of Impact.



**Impact Networking, LLC**

13875 W. Boulton Blvd.

866.652.0082/847.785.2251 fax

Lake Forest, IL 60045

ImpactMyBiz.com/Support

**Managed IT Services**

**Agreement - (BDR) Solution 1**

**Client Information**

Town of Munster

COMPANY NAME

1005 Ridge Road

ADDRESS

Munster

IN

46321

CITY

STATE

ZIP

Dustin Anderson

219-836-6905

CONTACT

PHONE

FAX

danderson@munster.org

EMAIL

**Solution Items**

DESCRIPTION	QTY
SecureImage Server License	7

**Total Monthly Payment**

**\$840.00**

**Agreement**

The term of this Agreement is described with the terms listed below. Impact agrees to furnish the Customer in accordance with the terms and conditions of this agreement and initial Onboarding Statement of Work. Any additional services beyond Statement of Work or outside of the scope of the Solution Maintenance Agreement will be charged to the customer at normal time and materials service rates. All contracts are minimum annual agreements and are billed monthly in advance in order to avoid lapse of coverage from Impact and software toolset. User/license/device counts will be analyzed on a quarterly/monthly basis. Phone support available 7:00AM-8:00PM Monday through Friday CST, excluding Holidays. Please call 1-866-964-5050 or go to www.ImpactMyBiz.com/Support.

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CONTRACT TERM MONTHS

03/19/2020

CONTRACT START DATE

03/18/2025

CONTRACT TERM DATE

Please return with payment in full for the On-boarding Statement of Work in addition to first and last month of the Maintenance Agreement as service will be performed upon receipt of payment. This contract is legally binding upon signature, and or purchase order. This agreement is non-cancellable for the term specified herein, except as provided herein. The additional terms and conditions on the reverse side hereof are incorporated in and made part of this agreement, no one is authorized to change, alter, or amend the terms or conditions of this agreement unless agreed to in writing by the president of Impact Networking. Freight is charged to the client on all agreements, whether they include supplies or not. All prices in effect for 30 days from Impact representative signature date.

**Authorization**

CLIENT AUTHORIZED SIGNATURE

IMPACT NETWORKING, LLC AUTHORIZED SIGNATURE

PRINT NAME

DATE

PRINT NAME

DATE

**TERMS OF AGREEMENT**

This Agreement ("the Agreement") between Impact Networking, LLC ("Impact") and Client (as listed on the front of this document and herein after referred to as "Client") is for the SaaS Solution and management of that solution. This Agreement is effective upon the date signed, and shall remain in force for a period of three years or for the length of the term stated on the front of the Agreement. This Agreement is subject to annual increases no more than 15% without prior notice to Client. This Agreement automatically renews for a subsequent one year term beginning on the day immediately following the end of the Initial Term unless either party gives the other ninety (90) days' prior written notice of its intent not to renew this Agreement.

1. This Agreement may be terminated by either Party upon ninety (90) days' written notice if the other Party:
  - a. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days' of receipt of such written notice through certified mail.
  - b. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days' of receipt of such written notice terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
2. If either party terminates this Agreement, Impact will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Impact the actual costs of rendering such assistance.

**FEES AND PAYMENT SCHEDULE**

The Client is invoiced on a monthly basis, and the invoice is due and payable with net 15 day terms. Services will be suspended if payment is not received within 5 days following date due.

**TAXES**

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Impact for the state of use.

**LIMITATIONS OF LIABILITY**

In no event shall Impact be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

**INDEMNIFICATION**

The Client shall at all times indemnify and save Impact harmless against and from all losses, liability, expenses, and other detriments of every nature and description to which Impact may be subjected by reason of any act or omission of the Client, its subcontractors, consultants, agents, officers, directors, and employees where such loss, liability, expense or other detriment arises out of or in connection with the performance of the work, including, but not limited to, personal injury (including death) and loss of or damage to property of The Client or others. This indemnity shall not extend to any claims, damages, losses and expenses which are due to the sole negligence of Impact.

**EXCLUDED SERVICES**

Service rendered under this Agreement does not include the hardware replacement cost and the cost associated with hardware replacement due to damage, theft or destruction.

**FORCE MAJEURE & MALICIOUS ACTS**

This Agreement is designed to cover the support needs of The Client during normal operating conditions. Impact shall not be liable for damages, delay, or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, and/or any other cause beyond the reasonable control of either party. Furthermore, damage and/or significant problems that result from anomalies and/or abnormal circumstances such as fire, flood, electrical surges, deliberate malicious acts, theft, acts of God, wars, insurrections, and/or any other cause beyond the reasonable control of either party fall outside the terms of this Agreement.

**LOANED EQUIPMENT**

Unless otherwise stated The Client agrees that devices utilized by Impact, in the execution of this service shall remain the property of Impact, and must be returned if requested. Client further agrees to cease the use of any technology that remains the property of Impact upon termination of this agreement. If any required devices are stolen, damaged or destroyed, the client agrees to pay the full amount of the lease. In the case where the Client has provided their own device as utilizing the SaaS software, Impact will not be liable for the device failing.

**CONFIDENTIALITY**

Neither party shall disclose any proprietary or confidential information obtained from the other unless so directed by a court of law or government authority. The Client agrees not to disclose rate(s), term(s), or any information regarding this Agreement without the prior written consent of Impact.

**EQUIPMENT & FACILITIES**

The Client agrees that the Impact may utilize certain items of The Client's equipment and may gain access to certain The Client facilities. The Client retains title and ownership in all of The Client's equipment owned by The Client and utilized by Impact, and must grant authority for Impact to access The Client's facility. Facility access may be denied for any reason at any time, however if access to facilities is denied, The Client understands that Impact may be unable to perform their duties adequately and if such a situation should exist, Impact will be held harmless.

**PASSWORDS**

Impact acknowledges that it must have access to any and all systems and resources to perform their duties under this agreement. As such, it must have access to any and all passwords. The SaaS data will always be encrypted and not accessible to anyone who does not have the password. If the encryption password is lost, the data may become inaccessible.

**NO THIRD PARTY BENEFICIARY**

All of the provisions of this Agreement are solely for the benefit of the parties hereto, and none of the other provisions of this entire Agreement shall inure to the benefit of any person not a party to the Agreement, and third parties shall have no rights hereunder.

**ENTIRE AGREEMENT**

This Agreement is the exclusive statement of the Agreement of the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations, proposals, and awards, written or oral, relating to its subject matter. The Client and Impact agree that in the event any term, covenant or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition herein contained. Headings, titles and paragraph captions are inserted in the Agreement for convenience, are descriptive only and shall not be deemed to add to or detract from or otherwise modify the meaning of the paragraphs. Impact shall not be bound by any modification or waiver of the Agreement unless agreed to in writing. Any such writing must be approved and executed by the President of Impact.

**GOVERNING LAW AND FEES**

This Agreement will be governed by, construed and enforced in accordance with Illinois law. In the event of a claim or litigation relating to the subject matter of this Agreement, in the event that Impact prevails, the Client/ buyer/ lessee shall reimburse Impact for all attorney fees and costs resulting therefrom.

**CHOICE OF VENUE**

If a lawsuit is filed with respect to this Agreement, or any service or component provided under this Agreement, the parties agree that any such lawsuit must be filed and adjudicated in the Circuit Court of Cook County, Illinois.





Managed IT Services

Agreement - Project Combined

1. This Order/Agreement shall not be binding on Impact until approved by a duly authorized representative of Impact Networking, LLC (here- after referred to as "Impact").
2. Delivery to the place of shipment specified herein shall constitute delivery to The Client (as listed on the front of this document and herein after referred to as "Client"). All risks of loss or damage in transit to the place of shipment specified herein shall be borne by Impact.
3. Impact reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Client of its obligation to accept remaining installments.
4. Terms of payment for each shipment are 50% with order 50% on delivery. Client agrees to pay Impact for all costs and expenses, including attorney fees, incurred by Impact in establishing or enforcing its rights hereunder.
5. Impact reserves the right at any time to revoke any credit extended to Client because of Client's failure to pay for any goods when due or for any other reason deemed good and sufficient by Impact.
6. Impact shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond Impact's control including without limitation strikes, lockouts, other labor difficulties, fires, embargoes, war or other outbreak of hostilities, inability to obtain equipment, supplies or shipping space, machinery breakdowns, delays of carriers or suppliers, governmental acts and regulations, and other causes beyond Impact's control.
7. Impact warrants that all goods covered by this order when delivered to Client will be of merchantable quality and free from defects in workmanship and material for a period of 30 days from delivery under normal use and conditions. Impact's obligation hereunder is expressly limited to the repair or replacement (at Impact's election) of such defective parts as are returned to Impact, freight prepaid, within the warranty period and which are proven to be defective by Impact. If not repaired or replaced by Impact, Impact's liability shall be limited to the stated selling price of such returned parts which are defective. This warranty does not extend to any goods which have been subject to misuse, neglect or accident, nor does it extend to any goods which have been repaired or altered other than by Impact. Other repairs not under warranty will be at such cost as Impact may from time to time generally establish. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. IMPACT SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY REASON.
8. All claims of Client relating to the goods covered by this order shall be deemed waived unless made in writing and delivered to Impact within thirty days after receipt of goods by Client.
9. In the event of a claim or litigation relating to the subject matter of this Agreement, wherein Impact Networking prevails, The Client/buyer/lessee shall reimburse Impact for all attorney fees and costs resulting there from. The parties agree that any such lawsuit must be filed and adjudicated in the Circuit Court of Cook County, Illinois.
10. This Agreement shall be governed by and construed exclusively according to the internal laws of the State of Illinois.
11. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals and communications, oral or written, concerning the subject matter of the Agreement. Client represents and warrants that no representation or warranty of any kind has been made by Impact except as specifically set forth in this Agreement. Impact shall not be bound by any modification or waiver of this Agreement unless agreed to in writing by the president of Impact.





Managed IT Services

Agreement - Project 1

1. This Order/Agreement shall not be binding on Impact until approved by a duly authorized representative of Impact Networking, LLC (here- after referred to as "Impact").
2. Delivery to the place of shipment specified herein shall constitute delivery to The Client (as listed on the front of this document and herein after referred to as "Client"). All risks of loss or damage in transit to the place of shipment specified herein shall be borne by Impact.
3. Impact reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Client of its obligation to accept remaining installments.
4. Terms of payment for each shipment are 50% with order 50% on delivery. Client agrees to pay Impact for all costs and expenses, including attorney fees, incurred by Impact in establishing or enforcing its rights hereunder.
5. Impact reserves the right at any time to revoke any credit extended to Client because of Client's failure to pay for any goods when due or for any other reason deemed good and sufficient by Impact.
6. Impact shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond Impact's control including without limitation strikes, lockouts, other labor difficulties, fires, embargoes, war or other outbreak of hostilities, inability to obtain equipment, supplies or shipping space, machinery breakdowns, delays of carriers or suppliers, governmental acts and regulations, and other causes beyond Impact's control.
7. Impact warrants that all goods covered by this order when delivered to Client will be of merchantable quality and free from defects in workmanship and material for a period of 30 days from delivery under normal use and conditions. Impact's obligation hereunder is expressly limited to the repair or replacement (at Impact's election) of such defective parts as are returned to Impact, freight prepaid, within the warranty period and which are proven to be defective by Impact. If not repaired or replaced by Impact, Impact's liability shall be limited to the stated selling price of such returned parts which are defective. This warranty does not extend to any goods which have been subject to misuse, neglect or accident, nor does it extend to any goods which have been repaired or altered other than by Impact. Other repairs not under warranty will be at such cost as Impact may from time to time generally establish. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. IMPACT SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY REASON.
8. All claims of Client relating to the goods covered by this order shall be deemed waived unless made in writing and delivered to Impact within thirty days after receipt of goods by Client.
9. In the event of a claim or litigation relating to the subject matter of this Agreement, wherein Impact Networking prevails, The Client/buyer/lessee shall reimburse Impact for all attorney fees and costs resulting there from. The parties agree that any such lawsuit must be filed and adjudicated in the Circuit Court of Cook County, Illinois.
10. This Agreement shall be governed by and construed exclusively according to the internal laws of the State of Illinois.
11. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals and communications, oral or written, concerning the subject matter of the Agreement. Client represents and warrants that no representation or warranty of any kind has been made by Impact except as specifically set forth in this Agreement. Impact shall not be bound by any modification or waiver of this Agreement unless agreed to in writing by the president of Impact.



**Managed IT Services****Agreement - Project 2**

1. This Order/Agreement shall not be binding on Impact until approved by a duly authorized representative of Impact Networking, LLC (here- after referred to as "Impact").
2. Delivery to the place of shipment specified herein shall constitute delivery to The Client (as listed on the front of this document and herein after referred to as "Client"). All risks of loss or damage in transit to the place of shipment specified herein shall be borne by Impact.
3. Impact reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Client of its obligation to accept remaining installments.
4. Terms of payment for each shipment are 50% with order 50% on delivery. Client agrees to pay Impact for all costs and expenses, including attorney fees, incurred by Impact in establishing or enforcing its rights hereunder.
5. Impact reserves the right at any time to revoke any credit extended to Client because of Client's failure to pay for any goods when due or for any other reason deemed good and sufficient by Impact.
6. Impact shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond Impact's control including without limitation strikes, lockouts, other labor difficulties, fires, embargoes, war or other outbreak of hostilities, inability to obtain equipment, supplies or shipping space, machinery breakdowns, delays of carriers or suppliers, governmental acts and regulations, and other causes beyond Impact's control.
7. Impact warrants that all goods covered by this order when delivered to Client will be of merchantable quality and free from defects in workmanship and material for a period of 30 days from delivery under normal use and conditions. Impact's obligation hereunder is expressly limited to the repair or replacement (at Impact's election) of such defective parts as are returned to Impact, freight prepaid, within the warranty period and which are proven to be defective by Impact. If not repaired or replaced by Impact, Impact's liability shall be limited to the stated selling price of such returned parts which are defective. This warranty does not extend to any goods which have been subject to misuse, neglect or accident, nor does it extend to any goods which have been repaired or altered other than by Impact. Other repairs not under warranty will be at such cost as Impact may from time to time generally establish. **ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. IMPACT SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY REASON.**
8. All claims of Client relating to the goods covered by this order shall be deemed waived unless made in writing and delivered to Impact within thirty days after receipt of goods by Client.
9. In the event of a claim or litigation relating to the subject matter of this Agreement, wherein Impact Networking prevails, The Client/buyer/lessee shall reimburse Impact for all attorney fees and costs resulting there from. The parties agree that any such lawsuit must be filed and adjudicated in the Circuit Court of Cook County, Illinois.
10. This Agreement shall be governed by and construed exclusively according to the internal laws of the State of Illinois.
11. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals and communications, oral or written, concerning the subject matter of the Agreement. Client represents and warrants that no representation or warranty of any kind has been made by Impact except as specifically set forth in this Agreement. Impact shall not be bound by any modification or waiver of this Agreement unless agreed to in writing by the president of Impact.



## Managed IT Services

## Agreement - Project 3

1. This Order/Agreement shall not be binding on Impact until approved by a duly authorized representative of Impact Networking, LLC (here- after referred to as "Impact").
2. Delivery to the place of shipment specified herein shall constitute delivery to The Client (as listed on the front of this document and herein after referred to as "Client"). All risks of loss or damage in transit to the place of shipment specified herein shall be borne by Impact.
3. Impact reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Client of its obligation to accept remaining installments.
4. Terms of payment for each shipment are 50% with order 50% on delivery. Client agrees to pay Impact for all costs and expenses, including attorney fees, incurred by Impact in establishing or enforcing its rights hereunder.
5. Impact reserves the right at any time to revoke any credit extended to Client because of Client's failure to pay for any goods when due or for any other reason deemed good and sufficient by Impact.
6. Impact shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond Impact's control including without limitation strikes, lockouts, other labor difficulties, fires, embargoes, war or other outbreak of hostilities, inability to obtain equipment, supplies or shipping space, machinery breakdowns, delays of carriers or suppliers, governmental acts and regulations, and other causes beyond Impact's control.
7. Impact warrants that all goods covered by this order when delivered to Client will be of merchantable quality and free from defects in workmanship and material for a period of 30 days from delivery under normal use and conditions. Impact's obligation hereunder is expressly limited to the repair or replacement (at Impact's election) of such defective parts as are returned to Impact, freight prepaid, within the warranty period and which are proven to be defective by Impact. If not repaired or replaced by Impact, Impact's liability shall be limited to the stated selling price of such returned parts which are defective. This warranty does not extend to any goods which have been subject to misuse, neglect or accident, nor does it extend to any goods which have been repaired or altered other than by Impact. Other repairs not under warranty will be at such cost as Impact may from time to time generally establish. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. IMPACT SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY REASON.
8. All claims of Client relating to the goods covered by this order shall be deemed waived unless made in writing and delivered to Impact within thirty days after receipt of goods by Client.
9. In the event of a claim or litigation relating to the subject matter of this Agreement, wherein Impact Networking prevails, The Client/buyer/lessee shall reimburse Impact for all attorney fees and costs resulting there from. The parties agree that any such lawsuit must be filed and adjudicated in the Circuit Court of Cook County, Illinois.
10. This Agreement shall be governed by and construed exclusively according to the internal laws of the State of Illinois.
11. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals and communications, oral or written, concerning the subject matter of the Agreement. Client represents and warrants that no representation or warranty of any kind has been made by Impact except as specifically set forth in this Agreement. Impact shall not be bound by any modification or waiver of this Agreement unless agreed to in writing by the president of Impact.



**Managed IT Services****Agreement - Project 4**

1. This Order/Agreement shall not be binding on Impact until approved by a duly authorized representative of Impact Networking, LLC (here- after referred to as "Impact").
2. Delivery to the place of shipment specified herein shall constitute delivery to The Client (as listed on the front of this document and herein after referred to as "Client"). All risks of loss or damage in transit to the place of shipment specified herein shall be borne by Impact.
3. Impact reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Client of its obligation to accept remaining installments.
4. Terms of payment for each shipment are 50% with order 50% on delivery. Client agrees to pay Impact for all costs and expenses, including attorney fees, incurred by Impact in establishing or enforcing its rights hereunder.
5. Impact reserves the right at any time to revoke any credit extended to Client because of Client's failure to pay for any goods when due or for any other reason deemed good and sufficient by Impact.
6. Impact shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond Impact's control including without limitation strikes, lockouts, other labor difficulties, fires, embargoes, war or other outbreak of hostilities, inability to obtain equipment, supplies or shipping space, machinery breakdowns, delays of carriers or suppliers, governmental acts and regulations, and other causes beyond Impact's control.
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8. All claims of Client relating to the goods covered by this order shall be deemed waived unless made in writing and delivered to Impact within thirty days after receipt of goods by Client.
9. In the event of a claim or litigation relating to the subject matter of this Agreement, wherein Impact Networking prevails, The Client/buyer/lessee shall reimburse Impact for all attorney fees and costs resulting there from. The parties agree that any such lawsuit must be filed and adjudicated in the Circuit Court of Cook County, Illinois.
10. This Agreement shall be governed by and construed exclusively according to the internal laws of the State of Illinois.
11. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals and communications, oral or written, concerning the subject matter of the Agreement. Client represents and warrants that no representation or warranty of any kind has been made by Impact except as specifically set forth in this Agreement. Impact shall not be bound by any modification or waiver of this Agreement unless agreed to in writing by the president of Impact.