



## 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 - Change Order

### 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

### Note

All terms, conditions, and support agreements in original contract still apply.

### Contract Information

900-0273290-000-R1

900-0273290-000

11/30/2017

ORIGINAL CONTRACT NUMBER

ORIGINAL LEASE NUMBER

ORIGINAL CONTRACT DATE

7

\$17,115.08

\$20,638.58

CURRENT CONTRACT MONTHS

CURRENT MONTHLY PAYMENT

NEW MONTHLY PAYMENT

True Up CompleteCare

DESCRIPTION

### Supported Item Changes

CompleteCare Servers - Physical

1

CompleteCare Servers - Virtual

4

CompleteCare Computers - Windows

28

CompleteCare Networking - WAP

9

CompleteCare Networking - NAS

1

CompleteCare Networking - SAN

1

CompleteCare Mobile Devices

35

CompleteCare Users

26

### Agreement

This Change order serves as an add on contract to the originating support agreement listed above. The Terms of the originating support agreement do not change with this document, only the quantity of services provided as listed above and in detail within Appendix (A) containing the Device List and Appendix (B) containing the User List. The SLA of the originating agreement will not change. By signing this document you are agree that your determined payment amount will change in accordance with this Change Order. If Applicable you agree that Impact Networking may use this document for the purpose of approval to change lease charges for the associated lease. 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.

\$3,523.50

MONTHLY DIFFERENCE

\$20,638.58

NEW MONTHLY PAYMENT

The term of this Change Order 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 Service Contract Agreement. 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 to 8:00PM Monday through Friday CST, excluding holidays unless stated otherwise. Please call 1-866-964-5050 or go to www.ImpactMyBiz.com/Support.

### Authorization

CLIENT AUTHORIZED SIGNATURE

IMPACT NETWORKING, LLC AUTHORIZED SIGNATURE

PRINT NAME

DATE

PRINT NAME

DATE

### Office Use Only

CLIENT NUMBER

CHANGE ORDER NUMBER

DATE REQUESTED

DATE EFFECTIVE

REFERENCE NUMBER



**Impact Networking, LLC**

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ImpactMyBiz.com/Support

## Managed IT Services

## Agreement - Project 1

## Client Information

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## Products & Services

[illegible]**Total**

No terms or conditions, express or implied, are authorized unless they appear on "original" of this order. This order includes the terms and conditions appearing hereon and on the reverse side hereof, and buyer agrees to be bound thereby. No modifications or additions thereto shall be binding upon Impact unless expressly consented to in writing by the president of Impact Networking LLC. All prices in effect for 30 days from Impact authorized signature date. All items on this quote were validated to be in stock with our vendors at the time of quote preparation unless otherwise noted. Item availability may cause a delay in procurement, delivery, and installation.

Subtotal	\$0.00
Installation & Configuration	\$0.00
Freight	\$0.00
Total (tax not included)	\$0.00

## Authorization

CLIENT AUTHORIZED SIGNATURE

IMPACT NETWORKING, LLC AUTHORIZED SIGNATURE

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PRINT NAME

DATE \_\_\_\_\_

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PRINT NAME \_\_\_\_\_

DATE \_\_\_\_\_

**Office Use Only**

CLIENT NUMBER

PROJECT/STATEMENT OF WORK #

DATE ORDERED \_\_\_\_\_

DATE REQUIRED

SHIP VIA



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.