RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE DEPUTY INFORMATION SYSTEMS OFFICER TO BEGIN A BLANKET CONTRACT WITH CDW-G (COMPUTER DATA WAREHOUSE-GOVERNMENT), RENEWABLE ANNUALLY FOR A PERIOD OF UP TO FIVE (5) YEARS, FOR THE PROVISIONING OF BROCADE SWITCHES AND ROUTERS RELATED TO MAINTENANCE AND SUPPORT SERVICES AND ALSO WITH MIKE COLLINS AND ASSOCIATES OF CHATTANOOGA (MCA) FOR THE PROVISIONING OF RELATED SUPPORT SERVICES, FOR APPROXIMATELY THREE HUNDRED THOUSAND DOLLARS ($300,000.00) PER YEAR OR FOR A TOTAL AMOUNT OF APPROXIMATELY ONE MILLION FIVE HUNDRED THOUSAND DOLLARS ($1,500,000.00).

_____

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, that the Deputy Information Systems Officer is hereby authorized to begin a blanket contract with CDW-G (Computer Data Warehouse-Government), renewable annually for a period of up to five (5) years, for the provisioning of Brocade switches and routers related to maintenance and support services and also with Mike Collins and Associates of Chattanooga (MCA) for the provisioning of related support services, for approximately $300,000.00 per year or for a total amount of approximately $1.5 million.

This equipment is needed to replace aging data communications networking equipment through the City to maintain supportability, avoid increased outages, and to support the implementation of digital telephony (voice over IP). Purchases will be made depending upon budgeted availability of funds.

ADOPED: _____, 2013

/mms

City of Chattanooga

Resolution Request Form

Date Prepared: 8/19/13

Preparer: Doug Eckert **Department:** Information Systems

Brief Description of Purpose for Resolution/Ordinance: Res./Ordinance # (if approved by Council)

Authorizing Information Systems to begin a blanket contract, renewable annually for a period of up to five years, with CDW-G (Computer Data Warehouse - Government) for provisioning of Brocade switches and routers and related maintenance and support services, and with Mike Collins and Associates of Chattanooga (MCA) for provisioning of related support services. During the overall projected five-year life of this contract, purchases are not expected to exceed approximately $300,000 per year or a total of approximately $1.5-million. This equipment is needed to replace aging data communications networking equipment throughout the City to maintain supportability, avoid increased outages and to support the implementation of digital telephony (voice over IP). Purchases will be made depending upon budgeted availability of funds.

Name of Vendor/Contractor/Grant, etc.	CDW-G and MCA	New Contract/Project? (Yes or No)	Yes/No
Total project cost	$ 1.5-million	Funds Budgeted? (YES or NO)	Yes
Total City of Chattanooga Portion	$ 1.5-million	Provide Fund	
City Amount Funded	$	Provide Cost Center	
New City Funding Required	$	Proposed Funding Source if not budgeted	
City's Match Percentage	%	Grant Period (if applicable)	

List all other funding sources and amount for each contributor.

Amount(s)	~~Grantor(s)~~
Network capital funds from Information Systems	fund C0039
Telephony capital funds as allocated and available from other departments	
$	

Agency Grant Number

CFDA Number if known

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

Approved by: Doug Eckert, Deputy CIO

Reviewed by: FINANCE OFFICE DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: 1/26/09

SERVICES AND PRODUCTS SALES AGREEMENT Contract No: _____

This **SERVICES AND PRODUCTS SALES AGREEMENT** ("**Agreement"**), resulting from the award of the City of Chattanooga Purchasing Department RFP 77603 – Network Switching, Routing and Support Services, is made as of the _____ day of _____, 2013 (the "**Effective Date**") by and between CDW Government LLC ("**Seller**") and the City of Chattanooga ("**Customer**").

Section 1. DEFINITIONS.

1.1. "**Affiliates**" means, with respect to Seller, entities that control, are controlled by, or are under common control with Seller. Customer by its nature does not have any affiliates.

1.2. "**Confidential Information**" means any information or data of a confidential nature of a Party, its Affiliates or a third party in oral, electronic or written form that the receiving Party knows or has reason to know is proprietary or confidential and that is disclosed by a Party in connection with this Agreement or that the receiving Party may have access to in connection with this Agreement, including but not limited to the terms and conditions of this Agreement and each Statement of Work.

1.3. "**Party**" means individually, as applicable, Seller or Customer, and "**Parties**" means in each instance, Seller and Customer.

1.4. "**Personnel**" means agents, employees or subcontractors.

1.5. "**Purchase Order**" or "**PO**" means a document that is in electronic or written form and that contains an offer by Customer to purchase pursuant to this Agreement at a specified price.

1.6. "**Purchased Items**" means those certain Products and Services (as defined herein) that are purchased by Customer and provided by Seller hereunder**.**

1.7. "**Third Party Services**" means certain services other than services provided by Seller, including, but not limited to, extended warranty service by manufacturers, that are sold by Seller as a distributor or sales agent.

Section 2. AFFILIATES.

Any purchases from Seller or any of Seller's Affiliates shall be subject to the terms of this Agreement.

Section 3. SERVICES.

3.1. Subject to the terms and conditions of this Agreement, Seller may perform certain **Services** (meaning consulting and other services performed by Seller or its subcontractors, but not including Third Party Services) for Customer as described generally in this Agreement and as more particularly described in a **Statement of Work** or **SOW** (meaning a document in electronic or written form that is signed and delivered by each of the Parties for the performance of Services as the same may be amended or modified from time to time and that incorporates the terms and conditions of this Agreement), which shall substantially take the form of **Exhibit B**, which is incorporated herein. Each SOW constitutes a separate agreement with respect to the Services performed thereunder. In the event of an addition to or a conflict between any term or condition of the SOW and the terms and conditions of this Agreement, the terms and conditions of this Agreement will control, except as expressly amended for an individual SOW by specific reference to the amended provision.

3.2. In the event of any termination of a SOW, Customer will pay Seller for all Services performed and expenses incurred up to and including the date of such termination.

3.3. In the event of a payment default, Seller reserves the right to suspend the applicable Services.

3.4. Customer's rights to **Work Product** (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information, whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Agreement that are embodied in such work or materials) will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Customer's internal use. Customer obtains no ownership or other property rights thereto. Customer agrees that Seller may incorporate intellectual property created by third parties into the Work Product and that Customer's right to use such Work Product may be subject to the rights of, and limited by agreements with, such third parties.

3.5. Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty, or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services.

3.6. Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption during the performance of Services and for any necessary reconstruction thereof.

Section 4. PRODUCTS.

4.1. The pricing structure for **Products** (meaning items such as, but not limited to, hardware and software that are commercially available through Seller's catalog) shall be as specified in **Exhibit C**, which is incorporated herein.

4.2. Title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the destination specified on the applicable PO (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, in the case where Customer provides its carrier

account number to Seller or Customer selects a carrier that does not ship regularly for Seller, title and risk of loss pass from Seller to Customer upon delivery by Seller to the carrier (F.O.B. Origin, freight collect). Notwithstanding the foregoing, title to third party software, the licenses to which are resold by Seller, will remain with the third party. Customer's rights in such software are specified in the license agreement between such third party and Customer.

4.3. All Product orders are subject to Product availability.

4.4. Customer's return of any Product will be governed by Seller's return policy, as it is specified on **Exhibit D,** which is incorporated herein.

4.5. If a transaction hereunder involves an export from the United States of any commodities, software and/or technology such export shall be in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export any such commodities, software and/or technology contrary to U.S. law. In addition, manufacturers' warranties may vary or be null and void for Products exported from the United States.

4.6. Customer acknowledges that Seller is not the manufacturer of the Products and that the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer relies on the manufacturer's specifications only and not on any statements or images that may be provided by Seller or its Affiliates. In the case of Brocade products offered in Seller's response to Customer's Request for Proposals 81018 Wireless Switch, Router, and Support Services, manufacturer warranty information is specified in **Exhibit E**.

Section 5. IMAGE INSTALLATION.

Section 6. Customer may from time to time request that Seller perform an installation of Customer's software or images ("Customer Images"). Prior to any such installation, Customer shall secure valid licenses for all Customer Images. If at any time, Seller determines that Customer does not have a valid license, Seller may immediately terminate the installation of the Customer Images or request further assurances that Customer has valid licenses. **PAYMENT.**

6.1. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller, may issue an invoice to Customer. Seller may invoice Customer separately for partial shipments of Purchased Items. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer hereby grants to Seller a security interest in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest.

6.2. Customer will pay any applicable sales, use, transaction, excise or similar or other taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees) imposed on, in respect of or otherwise associated with any transaction hereunder, or the Purchased Items (except taxes on or measured by the net income of Seller). Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with any necessary supporting documentation.

6.3. In the event of a default in the payment of an invoice, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees.

6.4. In addition to any other means available to place orders, Customer may issue a PO to Seller. POs are not binding on Seller until accepted by Seller, and all Product orders are subject to Product availability. Any issuance of a PO is for administrative purposes only. Any additional or different terms and conditions contained in any PO will be null and void.

6.5. Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

Section 7. DISCLAIMED WARRANTIES.

7.1. In the case of Third Party Services, the third party will be responsible for providing the Third Party Services to Customer, and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. With respect to Third Party Services, Seller acts solely as an independent sales agent when collecting any due amounts, including, but not limited to, taxes.

7.2. EXCEPT AS SET FORTH HEREIN, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS AND COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF, OR RELATED TO, THE PURCHASED ITEMS OR THEIR PERFORMANCE OR NON-PERFORMANCE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES.

7.3. Customer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Products are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems.

7.4. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THIS AGREEMENT.

Section 8. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR

SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, AND LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE GREATER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT OVER THE PREVIOUS TWELVE (12) MONTHS; OR (B) $300,000.00.

Section 9. CONFIDENTIAL INFORMATION.

9.1. Each Party anticipates that it may be necessary to provide access to Confidential Information to the other Party in the performance of this Agreement.

9.2. Confidential Information does not include information that: (a) becomes known to the public through no act of the receiving Party; (b) was known to the receiving Party prior to disclosure; (c) is made known to the receiving Party by a third party having the right to disclose it; or (d) is independently developed by Personnel of the receiving Party who have not had access to such information.

9.3. Each Party agrees that it will maintain the confidentiality of the other Party's Confidential Information for a period of three (3) years following the date of disclosure and will do so in a manner at least as protective as it maintains its own Confidential Information of like kind but in no event with less than a reasonable degree of care. Disclosures of the other Party's Confidential Information will be restricted (i) to those individuals with a need to know such Confidential Information in connection with this Agreement, and (ii) to a Party's business, legal and financial advisors bound by a confidentiality obligation. Each Party agrees not to use any Confidential Information of the other Party for any purpose other than the business purposes contemplated by this Agreement. At the written request of a Party, the other Party will either return, or certify the destruction of, such Party's Confidential Information.

9.4. If a receiving Party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other Party, the receiving Party will give the disclosing Party prompt notice of such request so that the disclosing Party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

Section 10. TERM AND TERMINATION.

10.1. This Agreement is effective beginning on the Effective Date and will continue in full force and effect for two (2) years, unless earlier terminated as provided for herein. The Parties may renew this Agreement for additional one (1) year terms on the same terms and conditions contained herein upon written agreement prior to the expiration of the then-current term.

10.2. Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice. Either Party may terminate this Agreement for cause if the other Party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified Party will have thirty (30) days to remedy its performance, except that it will have only ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within such time period, in which case the defaulting Party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. Notwithstanding anything specified herein to the contrary, Seller shall have the right to terminate this Agreement immediately upon notice to Customer upon the occurrence of: (a) the appointment of a receiver or trustee of Customer or of any Customer property or any similar statutory or non-statutory insolvency proceeding; or (b) Customer's insolvency or inability to pay its debts as they come due.

10.3. This Agreement will continue to remain in effect with respect to orders and Purchased Items submitted by Customer prior to the termination of this Agreement.

Section 11. ESCALATION PROCEDURE.

Any claim or controversy related to or arising out of this Agreement, whether in contract or in tort, other than matters pertaining to proprietary information, proprietary rights, or payment disputes ("Dispute"), will be resolved according to the following process, which either Party may start by delivering a written notice to the other Party describing the Dispute and the amount involved ("Demand"). Within three (3) business days after receipt of a Demand, each Party shall identify a designated representative and a senior manager in writing to the other Party, and the designated representative~~s~~ from each Party will meet at a mutually agreed upon time and place to try to resolve the Dispute. The Parties shall conduct such negotiation on a confidential basis. If the Dispute remains unresolved for three (3) business days after such meeting, either Party may escalate the Dispute by sending notice to the other Party's senior manager. If the senior managers from both Parties cannot resolve the Dispute within three (3) business days after receipt of such written notice, either Party may pursue any other available remedies.

Section 12. NOTICES.

Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt, the third (3rd) day after postage prepaid mailing by regular mail or airmail to the address stated below, or the first (1st) day after such notice is sent by courier or facsimile transmission. Electronic signatures (or copies of signatures

sent via electronic means) are the equivalent of handwritten signatures.

Seller Notice Address:
CDW Government LLC
Attn: General Counsel
230 N. Milwaukee Avenue
Vernon Hills, IL 60061

With a copy to:
CDW Government LLC
Attn: Director, Program Sales
2 Corporate Drive, Suite 800
Shelton, CT 06484

If Electronically:
tarabar@ cdwg.com

Customer Notice Address:
City of Chattanooga
Attn: Office of the City Attorney
100 East 11th Street, Suite 200
Chattanooga, TN 37402

copy:

City of Chattanooga
Attn: IS Department
100 East 11th Street, Suite 300
Chattanooga, TN 37402

Section 13. MISCELLANEOUS.

13.1. This Agreement contains the entire understanding of the Parties with respect to the subject matters herein and supersedes and replaces in their entirety any and all other prior and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the Parties hereto with respect to the subject matter hereof.

13.2. No course of prior dealings between the Parties and no usage of trade will be relevant to determine the meaning of this Agreement or invoice related thereto.

13.3. No provision of this Agreement will be deemed waived, amended or modified by either Party unless such waiver, amendment or modification is in writing and signed by both Parties. Any delay or failure by either Party to exercise any right or remedy will not constitute a waiver of that Party to enforce such rights thereafter.

13.4. Seller may assign or subcontract all or any portion of its rights or obligations under this Agreement or assign the right to receive payments, without Customer's consent. Customer may not assign this Agreement or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, this Agreement will be binding on and inure to the benefit of the Parties hereto and their successors and assigns.

13.5. Neither Party, at any time during or after the term of this Agreement, without the prior written consent of the other Party in each instance shall issue, publish, or arrange for any press release of any kind or nature whatsoever, or shall use the trademark, service mark, trade or service name, or logo of the other Party.

13.6. If any term or condition of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof.

13.7. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TENNESSEE, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY LITIGATION WILL BE BROUGHT EXCLUSIVELY IN HAMILTON COUNTY (TN), AND THE PARTIES CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMIT TO THE JURISDICTION THEREOF AND WAIVE THE RIGHT TO CHANGE VENUE. THE PARTIES FURTHER CONSENT TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither Party may institute any action in any form arising out of this Agreement more than one (1) year after the cause of action has arisen. The rights and remedies provided under this Agreement are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

13.8. The rights and obligations provided by Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 13 and those terms and conditions which would, by their meaning or intent, survive the termination of this Agreement shall so survive.

13.9. This Agreement may be signed in separate counterparts, each of which shall be deemed an original, and all of which together will be deemed to be one original.

13.10. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture.

13.11. Seller will not be liable for any delays that are applicable to the delivery or performance of the Purchased Items and that result from any circumstances beyond its reasonable control including, but not limited to, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency.

[Signatures follow.]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be signed and delivered by its respective authorized representative.

SELLER: **CDW GOVERNMENT LLC**

By: _____

Name: Tara Barbieri

Title: Director, Program Sales

Date: _____

Address of Principal Place of Business:

230 N. Milwaukee Avenue
Vernon Hills, IL 60061

CUSTOMER: **CITY OF CHATTANOOGA**

By: _____

Name: _____

Title: _____

Date: _____

Address of Principal Place of Business:

_____
_____

Phone Number: _____
Email: _____
FEIN Number: _____
D&B D-U-N-S Number: _____
Customer Account Number: 8636186

Exhibit A

Dated the ___ day of _____, 2013, to the
SERVICES AND PRODUCTS SALES AGREEMENT
Between CDW Government LLC,
and City of Chattanooga

Customer Affiliates

Purchase Orders may be issued and Statements of Work executed pursuant to the Agreement by the following Customer-designated parties:

N/A

Exhibit B

Dated the ___ day of _____, 2013, to the
SERVICES AND PRODUCTS SALES AGREEMENT
Between CDW Government LLC,
and City of Chattanooga

SAMPLE Statement of Work

The following is the SAMPLE SOW as it may be updated from time to time by Seller, taken by all Statements of Work executed under this Agreement:

STATEMENT OF WORK

This statement of work ("SOW") is made and entered into on _____, 2013 (the "SOW Effective Date") by and between the undersigned, CDW Government LLC ("Seller") and the City of Chattanooga ("Customer").

PROJECT DESCRIPTION

Description of Services

Item(s) Provided by Seller

The following will be provided to Customer by the completion of this project:

Item	Description	Format

Project Scheduling

Professional Services Fees

Customer-Designated Locations

Seller will provide Services benefiting the following locations ("Customer-Designated Sites):

Location Name	Physical Address	Type(s) of Service(s)

Project Specific Terms

SOW TERMS AND CONDITIONS

Contact Person(s)

Each Party will appoint a person to act as that Party's point of contact ("Contact Person") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available.

The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

Payment Terms

Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of receipt. Any objections to an invoice must be made to the Seller Contact Person within fifteen (15) days after the invoice date.

Expiration and Termination

This SOW expires and will be of no force or effect unless it is signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date written on its cover page, and then signed by Seller, except as otherwise agreed by Seller. Either Party may terminate this SOW for cause if the other Party fails to cure a material default in the time period specified in the Agreement (defined herein). This SOW can be terminated by Seller without cause upon at least fourteen (14) days' advance written notice.

Change Orders

This SOW may be modified or amended only in a writing drafted by Seller, generally in the form provided by Seller and signed by both Customer and Seller (Change Order). Each Change Order will be of no force or effect until signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date on its cover page and then signed by Seller, except as otherwise agreed by Seller.

In the event of a conflict between the terms and conditions set forth in a fully-executed Change Order and those set forth in this SOW or a prior fully-executed Change Order, the terms and conditions of the most recent fully-executed Change Order shall prevail.

Miscellaneous and Signatures

This SOW shall be governed by that certain SERVICES AND PRODUCTS SALES AGREEMENT between CDW Government LLC and the City of Chattanooga, dated _____, 2013 (the "Agreement"). All of the terms and conditions of the Agreement are incorporated into and made a part of this SOW. If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

In acknowledgement that the parties below have read and understood this SOW and agree to be bound by it, each party has caused this SOW to be signed and transferred by its respective authorized representative.

CDW GOVERNMENT LLC

By:_____
Name:_____
Title:_____
Phone:_____
E-mail:_____
Date:_____

Mailing Address:
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

CITY OF CHATTANOOGA

By:_____
Name:_____
Title:_____
Phone:_____
E-mail:_____
Date:_____

Mailing Address:
Street:_____
City/ST/ZIP:_____
*Billing Contact:*_____
Street:_____
City/ST/ZIP:_____

❑ A purchase order for payment under this SOW is attached.
❑ A purchase order is not required for payment under this SOW.
Services Manager _____

Exhibit C

Dated the ___ day of _____, 2013, to the
SERVICES AND PRODUCTS SALES AGREEMENT
Between CDW Government LLC,
and City of Chattanooga

Product Pricing

All pricing for Products will be as established on Seller's quotes, subject to their terms and conditions, and if no quote has been provided, as established on Customer's Purchase Orders if and to the extent accepted by Seller.

Exhibit D

Dated the ___ day of _____, 2013, to the
SERVICES AND PRODUCTS SALES AGREEMENT
Between CDW Government LLC,
and City of Chattanooga

Seller's Return Policy

To obtain Seller's current return policy, Customer should contact CDW Customer Relations at 866.SVC.4CDW or via email at CustomerRelations@cdw.com. Customer must notify CDW Customer Relations of any damaged products within ten (10) days of receipt.

EXHIBIT E

Dated the ___ day of _____, 2013, to the
SERVICES AND PRODUCTS SALES AGREEMENT
Between CDW Government LLC,
and City of Chattanooga

For those products that are covered by the Brocade Limited Lifetime warranty, the City's first five years maintenance is provided at no additional charge. Those products covered under Standard limited warranty provide the first 13 months at no additional charge. Further information can be found at http://www.brocade.com/services-support/warranties/index.page

http://www.brocade.com/warranty

Brocade offers multiple service levels (listed below) to meet the City's requirements. In addition to these service levels Brocade also includes extended warranty programs for several products.

	Customer Support Toll- Free TAC Phone Support	Web-based Support, Software Updates and Upgrades, Software Release Notes (24 Hrs, 7 Days/Week)	Advance Hardware Replacement (AHR)	Onsite Technician	Return and Repair
Remote (SVL-RMT)	24x7 Toll-free Phone Support (24 hour support, 7 days/week)	Yes	N/A	No	Time and material charges for out-of-warranty repair
Return to Factory (SVL-RTF)	24x7 Toll-free Phone Support (24 hour support, 7 days/week)	Yes	N/A	No	5 day turnaround upon receipt of failed unit
Next Day Parts (SVL – NDP)	24x7 Toll-free Phone Support (24 hour support, 7 days/week)	Yes	Next business day if AHR is authorized by 2 pm local depot time	No	N/A
Next Day Onsite (SVL – NDO)	24x7 Toll-free Phone Support (24 hour support, 7 days/week)	Yes	Next business day if AHR is authorized by 2 pm local depot time	Yes	N/A
4 Hour Parts (SVL-4P)	24x7 Toll-free Phone Support (24 hour support, 7 days/week)	Yes	Next business day if AHR is authorized by 2 pm local depot time	No	N/A
4 Hour Onsite (SVL-4OS)	24x7 Toll-free Phone Support (24 hour support, 7 days/week)	Yes	Next business day if AHR is authorized by 2 pm local depot time	Yes	N/A
Application Support (SVL-SW)	24x7 Toll-free Phone Support (24 hour support, 7 days/week)	Yes	Next business day if AHR is authorized by 2 pm local depot time	No	N/A

Note: Support Contracts must be purchased within 30 days of product shipment. To purchase a support contract after this time, the customer will be charged an Out of Warranty Repair fee to determine a product's eligibility for a support contract. First year support contracts are effective beginning the date of product shipment from Brocade.