

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065

FAX: (916) 568-3145

PURCHASE ORDER NO

0001069829

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS.

Date 12/19/2012	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 769466 HINDI POONV		Location / Dept 04ASPH122

Vendor: 0000028336
IVCI LLC
601 OLD WILLETS PATH
HAUPPAUGE NY 11788

Phone: (800) 224-7083
Fax: (631) 273-7277

email: cprenez@ivci.com

Ship To: FOLSOM LAKE COLLEGE
RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630
United States

Bill To: 1919 Spanos Court
Sacramento CA 95825-3981
United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	4870-00001-106-MC 1 YEAR MANAGED CARE FOR POLYCOM VSX7000E (SERIAL # 82053305A4B2B9)	1.00	EA	675.00	675.00	01/02/2013
2- 1	4870-00001-802 SERVICE REACTIVATION FEE FOR POLYCOM VSX7000E (SERIAL # 82053305A4B2B9)	1.00	EA	600.00	600.00	01/02/2013
3- 1	4870-00001-106-MC 1 YEAR MANAGED CARE FOR POLYCOM VSX7000E (SERIAL # 82054105A7CAB9)	1.00	EA	675.00	675.00	01/02/2013
4- 1	4870-00001-802 SERVICE REACTIVATION FEE FOR POLYCOM VSX7000E (SERIAL # 82054105A7CAB9)	1.00	EA	600.00	600.00	01/02/2013

QUOTE # Q-FLC1017 DATED 11/24/12

Sub Total Amount
Sales Tax Amount
Total PO Amount

2012 DEC 31 A 7:59
 FLC BUSINESS SERVICES

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5600	11	FL.VA.PROJ	67900	00000	101E	2,747.62	2013

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature

[Handwritten Signature] 12/21/12

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all **claims**, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

(revised 04/2012)

Los Rios Community College District

Requisition

FLC BUSINESS SERVICES

Req. No. **769466**

P.O. NO.

2012 DEC 13 P 2:19

Vendor Code 28336
Approved
Terms
F.O.B.

DATE 12/12/2012
 VENDOR IVCI, LLC
 ADDRESS 601 Old Willets Path
 CITY Hempstead STATE NY ZIP 11788
 PHONE 631-707-7424 FAX 631-273-7277

DELIVERY INSTRUCTIONS	
04 ASPH 122	
Location Code	Department
FLC	Media Services
College/District Location	Date Required
AVSV	ASAP
Division	Date Required

ITEM	DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.					
1	4870-00001-106-MC 1 Year Managed Care	1	Each	675.00	675.00
2	for Polycom VSX 7000e (serial #82053305A4B2B9)				
12	4870-00001-802 Service Reactivation Fee	1	Each	600.00	600.00
8	for Polycom VSX 7000e (serial #82053305A4B2B9)				
7	4870-00001-106-MC 1 Year Managed Care	1	Each	675.00	675.00
3	for Polycom VSX 7000e (serial #82054105A7CAB9)				
10	4870-00001-802 Service Reactivation Fee	1	Each	600.00	600.00
11	for Polycom VSX 7000e (serial #82054105A7CAB9)				
18					
Purchases Charged to Categorical Programs, Grants or Special Projects				Sales Tax	204.00
This purchase is in compliance with the requirements of <u>@ 8%</u>					
Program Name				Total	2754.00
Program Director/Coordinator Signature					
Project/Grant Number					
Program Goal/Objective Number/Explanation					

I hereby certify the items/services listed above are to be obtained in accordance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations and laws.

REQUESTED BY: David Hindi TYPED/PRINT DATE 12/12/2012
 REQUESTED BY: David Hindi SIGNATURE DATE 12/12/2012
 AUTHORIZED: [Signature] DEAN OR AUTHORIZED SIGNATURE DATE 12/12/12
 APPROVED: [Signature] VICE PRESIDENT, ADMINISTRATION DATE 12/13/12

Bus. Unit	Account*	Fund	Org	
67900	0000	2013	101E	\$ 2754.00
Program	Sub-Class	BY	Proj/Grnt	Amount
Bus. Unit	Account*	Fund	Org	
				\$
Program	Sub-Class	BY	Proj/Grnt	Amount

* Asset Location - For equipment purchases over \$200 (Accounts 6490, 6495 and computers) complete the area below indicating the final location where equipment will be housed.

Location Code 04 ASPH 122 Dept. Media Services
 Building FLI Room No. 122

Instructions on Reverse



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1-800-224-7083
 www.ivci.com

IVCi, LLC

Corporate Headquarters:
 601 Old Willets Path, Hauppauge, NY 11788
 Toll Free: 800-224-7083
 Tel: 631-707-7424
 Fax: 631-273-7277
 Attn: Jordan O'Neill
 joneill@ivci.com or
 servicecontracts@ivci.com

Date: 10/25/2012
 Quote #: Q-FLC1017
 Good Thru: 11/24/2012

Account Name: Folsom Lake College

Billing Information:

Address: 10 College Parkway
City, State, and Zip: Anywhere, USA 12345
Contact Name/Phone: David Hindi, 916 608 6610
Contact Email: HindiD@flc.losrios.edu

Shipping Address:

Address: 10 College Parkway
City, State, and Zip: Anywhere, USA 12345
Contact Name/Phone: David Hindi, 916 608 6610
Contact Email: HindiD@flc.losrios.edu

QTY	Item/Part#	One Year IVCi Managed Care for the following VC Equipment:	Serial #	Annual Unit Price	Ext. Price w/ Discount
1	4870-00001-106-MC	Polycom VSX7000 Series - Expired 12/29/2006	82053305A4B2B9	\$ 750.00	\$ 675.00
1	4870-00001-802	Service re-activation fee, VSX 7000, for product one year or more out of support coverage	same as above	\$ 600.00	\$ 600.00
1	4870-00001-106-MC	Polycom VSX7000 Series - Expired 12/29/2006	82054105A7CAB9	\$ 750.00	\$ 675.00
1	4870-00001-802	Service re-activation fee, VSX 7000, for product one year or more out of support coverage	same as above	\$ 600.00	\$ 600.00
4	Maintenance Coverage Period: 10/21/2012 - 10/20/2013			\$ 2,700.00	\$ 2,550.00
Total Savings with Discount: \$150.00					

IVCi's Managed Care - Includes parts shipped premium day of call, Unlimited 24x7 Telephone Technical Support (1-800-224-7083; Option 1), Software Updates & Access to Upgrades as required.

Subtotal \$2,550.00
 Sales Tax \$197.63
 Est. Freight \$0.00
Total \$2,747.63

Folsom Lake College

By:

 (Authorized Signature) Date

Print Name & Telephone #:

Print Title:

IVCi, LLC

By:

 (Authorized Signature) Date

Print Name:

Print Title:

THIS IS NOT AN INVOICE - TO RENEW THIS MAINTENANCE SERVICE AGREEMENT, PLEASE SIGN AND FAX THIS QUOTE OR PURCHASE ORDER TO (631) 273-7277, OR EMAIL TO servicecontracts@ivci.com. A FORMAL INVOICE WILL THEN BE SENT TO YOUR ATTENTION - THANK YOU!

Terms and Conditions:

- 1) IVCi will require a Purchase Order referencing this Quote # or If a Purchase Order is not provided, an authorized representative must sign this quote.
- 2) Payment terms are Net 30 upon proper credit approval. Payment made beyond 30 days are subject to a finance charge of 1.5% per month. Customer agrees to pay all collections costs and attorney fees for late payments if applicable. The laws of Suffolk County of New York will apply to this sale.
- 3) Acceptable forms of payment are Check, Wire, or ACH payment. Credit Card payments are no longer accepted.
- 4) Sales tax will be added to this order when invoiced and the customer agrees to pay these charges.
- 5) All companies with tax exemption must present a valid Tax Exempt form. If not tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.
- 6) Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and does not cure that breach within thirty (30) days after receiving notice. This service contract may not be terminated for convenience.

The IVCi Advantage:

Realize a greater peace of mind by receiving comprehensive operational support for all aspects of a collaboration environment through a single, dedicated support team.

Customer Satisfaction is our number one priority. A 92% overall customer satisfaction rate for service and support from the Boston Research Survey.

We monitor and track all existing contracts and pro-actively reach out to customers 60-90 days prior to an upcoming expiration date (sooner if needed).

Our Help Desk provides a guaranteed one hour response time for telephone technical support during business hours. However, 85% of calls are answered within 3 minutes.



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601 Old Willets Path
Hauppauge, NY 11788
800-224-7083
631-273-5800
Fax 631-273-7277
www.ivci.com

IVCi Managed Care



IVCi is fully committed to providing guidance for everyday video use and helping customers avoid extended system downtime. By operating the collaboration environments of countless customers for over ten years, IVCi has gained a unique technical and operational understanding that allows us to proactively identify and respond to issues. You will be able to rely on our trained and certified team to troubleshoot and resolve any issue with your equipment.

IVCi's extensive certifications represent our dedication to providing the highest level of support. These certifications include:

- ▶ Polycom Platinum Level Reseller and Certified Service Partner (CSP)
- ▶ Cisco TelePresence Video Master Authorized Technology Provider (ATP)
- ▶ Cisco Advanced Unified Communications Specialization
- ▶ ICIA Certified Technology Specialist (CTS-I and CTS-D)
- ▶ Crestron and Extron Programming Certifications
- ▶ AMX ACE Certified Experts

Let IVCi ensure your equipment is up and running while you focus on the benefits that Video Collaboration provides for your organization!

IVCi Managed Care Includes: (For Video Conference Installations)

- ▶ Unlimited 24x7 telephone technical support for video conference installations
- ▶ Guaranteed one-hour telephone response time
- ▶ Access to IVCi's state-of-the-art video test call center
- ▶ A technician will open a trouble ticket and track the service issues until it has been fully resolved
- ▶ Preliminary trouble-shooting, remote diagnosis and a video test call to help identify the issue
- ▶ Parts shipped day of call for Polycom/Cisco equipment (when call is received prior to 2:00PM Eastern)
- ▶ Software updates and upgrades as released by the manufacturer and recommended by IVCi technicians to correct a software error or add a feature enhancement

IVCi Terms and Conditions

1.0 GENERAL TERMS AND CONDITIONS.

1.1 The Customer will be provided with maintenance service, the price for the services, the description of the services and the products to be covered by this service contract are detailed in the attached price quote. Once payment is received for the maintenance services the Customer hereby agrees to these terms and conditions.

1.2 Telephone support services are available twenty four hours a day, seven days a week (24x7). Onsite services are available M-F 8:30am-5:30pm local time.

1.3 For Products listed in an Equipment Schedule, Customer will receive software corrections ("updates"). Software updates and remote installation support is available at no additional charge when resolving reported errors. When made available from the manufacturer, software containing new functionality or capabilities ("upgrades") may be obtained from the manufacturer's web site. On-site software upgrade installation services are available at an additional charge.

1.4 Replacement parts will be either new parts or parts equivalent in performance to new parts when used with the Product and are warranted for 90 days. Parts removed from the Product will become the property of IVCi.

1.5 Service Offerings do not include any of the following: (1) Electrical work external to the Product; (2) Repair of damage to or defects in the Product resulting from causes external to the Product including fire, accident, neglect, misuse, vandalism, water, lighting, or failure of the installation site to conform to IVCi's applicable specifications; or resulting from the performance of maintenance or the attempted repair of an item of a Product by persons other than IVCi employees or persons authorized by IVCi; (3) Furnishings supplies or accessories, or painting or finishing the Product; or (4) Services in connection with the relocation of the Product, or the addition or removal of items of equipment or parts, attachments, features, or other devices not furnished by IVCi or the maintenance of alterations, attachments or other devices not furnished by IVCi, including communications devices, networks (both IP and ISDN) or links.

2.0 MAINTENANCE FEES AND PAYMENT/TAXES.

Individual system prices are included in the attached quote. Invoices are due and payable 30 days following the Customer's receipt of invoice. The Maintenance Fees and other charges hereunder do not include federal, state and local excise, sales, value added, use and other taxes now or hereafter levied or imposed on the services or spare or replacement parts provided hereunder, or on this Agreement or any Equipment Schedule. Customer shall pay such taxes in full, or provide to IVCi an acceptable tax exemption certificate, or reimburse IVCi in full for any such taxes paid by IVCi. IVCi will pay IVCi's corporate franchise taxes and taxes on IVCi's net income.

3.0 CUSTOMER'S OBLIGATIONS.

During the PPM (Principal Period of Maintenance), Customer will provide IVCi personnel access to the Product and adequate working space (including heat, light, ventilation, electric currents and outlets). These facilities will be within a reasonable distance from the Product and provided at no charge to IVCi. At the customer's expense, customer will maintain the installation site and provide the necessary utility services for use of the Product in accordance with IVCi's applicable published Product specifications. Customer will be charged additional fees if the room is not available for any length of time during the engineers visit.

4.0 UNAUTHORIZED ALTERATION OF THE PRODUCT.

If any person other than an IVCi employee, or authorized service representative, alters or changes the Product without IVCi's prior consent or in any way renders the Product unsafe for maintenance, IVCi may, at its option, terminate the applicable Service agreement. Adjustments to products made at the direction of IVCi do not constitute alterations or changes for purposes of this Section.

5.0 ADDITIONAL PRODUCT COVERAGE.

If Customer wishes to place a Product on maintenance, and such Product has not been under warranty or a IVCi maintenance contract, IVCi may require that the Product pass a re-certification and/or the product be brought up to the latest revision level at the Customer's expense.

6.0 TERMINATION.

Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and does not cure that breach within thirty (30) days after receiving notice. This service contract may not be terminated for convenience.

7.0 WARRANTY/LIMITATION OF REMEDIES AND LIABILITY.

IVCi warrants that services will be provided in a professional and workmanlike manner. IVCi makes no other warranty, either express or implied, including but not limited to, any warranty of fitness for a particular purpose or of merchantability. IVCi makes no warranty that operation of the product will be uninterrupted or error free. In no event will IVCi be liable for any delay in furnishing services. Expect for claims for personal injury or for damages to real or tangible personal property, in no event will IVCi be liable for incidental, consequential, special or indirect damages, lost business profits, or loss, damage or destruction of data, regardless of the form of action, weather in contract, tort including negligence, breach of warranty or otherwise, even if IVCi has been advised as to the possibility of same, and IVCi's maximum liability for all other damages will be limited in any event to one year's maintenance charges. Some states do not allow the exclusion of limitation of incidental or consequential damages and the above exclusion or limitation may not apply.

8.0 FORCE MAJEURE.

In no event will either party be liable for failure to perform hereunder due to contingencies beyond the party's reasonable control.

9.0 INDEMNIFICATION.

IVCi will indemnify and hold the Customer harmless from and against any and all losses, damages, expenses (including reasonable attorney's fees), claims, liabilities, suits or actions for personal injury or property damage resulting from the performance of IVCi's work pursuant to this Agreement on your premises, solely to the extent caused by the negligence of IVCi, its subcontractors, its or their employees, or anyone for whose acts they are legally liable, provided that; (1) You promptly notify IVCi in writing of the claim; (2) IVCi has sole control of the defense and all related settlement negotiations; and (3) such indemnification and save harmless obligation will be limited in the case of real or tangible property to the reduction in value or replacement cost of such property.

10.0 GENERAL.

10.1 This agreement can only be modified by a written agreement duly signed by authorized representatives of both parties and variance from or addition to the terms and conditions of the Agreement in any order or other written notification form submitted in conjunction with an order for Services will be of no effect.

10.2 If any term or provision of this Agreement is held to be invalid, illegal or unenforceable, the legality, validity or enforceability of the remaining provisions will not in any way be affected or impaired.

10.3 Either party's failure to enforce any provision of this Agreement will not be deemed a waiver of that provision or of the right to enforce it in the future.

10.4 This Agreement is governed by and construed in accordance with the laws of the State of New York.

10.5 Payment Net 30 days: Payments made beyond 30 days are subject to a finance charge of 1.5% per month. Customer agrees to the payment terms as stated in this quote and agrees to pay all collection costs, court costs and attorney fees if applicable. The laws of Suffolk County of New York will apply to this sale.