

COF Contract No. 2019-0215



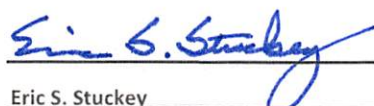
Managed IP Cloud Service Order

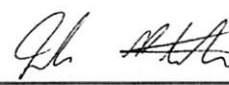
Date: June 13, 2019
SO #: SLNIP-DCR002

BILLING INFORMATION			INSTALLATION INFORMATION			
Customer Name	City of Franklin		Customer Name	City of Franklin		
Address	109 3rd Avenue South		Address			
City, State, Zip	Franklin, TN 37064		City, State, Zip	TN		
Contact Name	Abby Gambill		Contact Name			
Contact Email	abby.gambill@franklinton.gov		Contact Email			
Contact Number	(615) 550-6672		Contact Number			
Account Type:	<input checked="" type="radio"/> Standalone <input type="radio"/> Parent <input type="radio"/> Child <input type="checkbox"/> Bill Child <input type="checkbox"/> Bill Parent (list account number).					
Term*	12	months	Expected installation interval: 0 days (already installed)			
Total # of Stations	1					
This Service requires a minimum of:	1.0	Gb Data Plan to support average data usage				
			Quantity	MRC per Unit	MRC Subtotal	NRC
Base Package						
Local Calling			unlimited	\$0.00	\$0.00	\$0.00
Hardware						
4G/LTE-A Kit For CB2-e				\$0.00	\$0.00	\$0.00
4G/LTE-A Kit For CB1-e/s,				\$0.00	\$0.00	\$0.00
4G/LTE-A Kit For CB1-w				\$0.00	\$0.00	\$0.00
4G/LTE-A Roof Mount Antenna				\$0.00	\$0.00	\$0.00
4G/LTE-A Cell Router				\$0.00	\$0.00	\$0.00
4G/LTE-A Kit For CB4-u				\$0.00	\$0.00	\$0.00
Other/(credits)				\$0.00	\$0.00	\$0.00
VoIP Extensions						
Call routing service (extension to extension)				\$0.00	\$0.00	\$0.00
Call routing service (with DID and e911)*			1	\$30.00	\$30.00	\$0.00
<small>*mandatory if calls will be routed to 911</small>						
VoIP/FXS (analog) Extensions						
VoIP Media Gateway/Call routing service - 4 Ports				\$0.00	\$0.00	\$0.00
VoIP Media Gateway/Call routing service - 8 Ports				\$0.00	\$0.00	\$0.00
VoIP Media Gateway/Call routing service - 24 Ports				\$0.00	\$0.00	\$0.00
4G/LTE-A Data Plans						
Primary Carrier (SIM Cards)	<Choose One>			\$0.00	\$0.00	\$0.00
Backup Carrier (SIM Cards)	<Choose One>			\$0.00	\$0.00	\$0.00

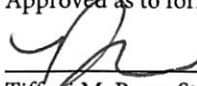
Subtotals: \$30.00 \$0.00
 Term Credits: \$0.00 \$0.00
Term Totals: \$360.00 \$0.00

By my signature below, I certify and agree that (a) I am authorized to sign this Service Order; (b) I have read and accept the terms of the Master Services Agreement (MSA) attached below and acknowledge it is incorporated by reference; (c) this Service Order and the MSA is the entire agreement between the parties and supersedes all prior or oral agreements; and (d) if this Service Order is cancelled prior to installation or before the end of the term, additional charges and fees will be due as provided for in the MSA.

Customer Signature: 
 Printed Name: Eric S. Stuckey
 Title: City Administrator
 Date: 6-29-2019

Code Blue Signature: 
 Printed Name: John Plooster
 Title: Director of Enterprise Solutions
 Date: 6/26/19

Approved as to form:


 Tiffani M. Pope, Staff Attorney

Master Services Agreement

1. SCOPE

This Master Services Agreement ("MSA" or "Agreement"), including any addenda or amendments, is made by and between Customer ("Customer") and Code Blue Corporation ("Code Blue"). Customer must submit a service order form, work invoice, or other form of order for service, equipment or materials incorporating this MSA to Code Blue ("Service Order"). The Service Order will specify hardware and services ordered from Code Blue, including but not limited to voice, data, and information services ("Service" or "Services"), equipment or materials to be sold, licensed, or leased to Customer (collectively, "Customer Premises Equipment" or "CPE"), delivery location (the "Premises"), prices, and duration of time ("Term") the Customer agrees to pay for the Services. This MSA and the Service Order together are referred to as the "Agreement".

Customer authorizes Code Blue to accept executed documentation by e-mail, facsimile or other electronic transmission and an electronically stored copy (i.e. PDF or fax) shall serve the same purpose as an original document.

2. DELIVERY OF SERVICES

Code Blue will use commercially reasonable efforts to deliver Services by a requested date. "Acceptance" shall mean the earlier of the actual use of the Services by Customer, or ten (10) days after completion of testing of the Services. If the parties agree to conduct testing, then an addendum will be executed specifying the time frame, scope, methods and other relevant criteria for completion of any testing.

Equipment furnished by Code Blue shall remain its property and shall be returned to Code Blue on expiration or termination of the Agreement or as earlier requested by Code Blue, in good condition, reasonable wear and tear excepted. Code Blue reserves the right to interrupt the Services for maintenance or repair and will use commercially reasonable efforts to coordinate with Customer to minimize any impact.

3. CUSTOMER OBLIGATIONS

Customer shall: (a) not use the Services or CPE owned by Code Blue in any unlawful way or for any unlawful purpose; (b) provide and maintain safe and adequate electric power, equipment space, climate control, work conditions, access, and use of rights-of-way and facilities at the Premises; (c) reimburse Code Blue for any loss of, or damage to, Code Blue's equipment on the Premises. (d) return all CPE within thirty (30) days of termination of this Agreement or pay Code Blue for its replacement cost; (e) provide sixty (60) days written notice to Code Blue prior to moving any Services from the Premises or changing its business name.

4. BILLING AND PAYMENT

Billing for the Services commences upon Acceptance. Code Blue shall bill monthly in advance for the Services and each invoice shall include the fixed monthly recurring charges ("MRCs"), all non-recurring charges, including, but not limited to, installation or repair fees ("NRCs"), and any usage-based charges from the prior period. Unless otherwise stated at the time of purchase or on the billing statement, payment is due in full, without deduction or set-off, within thirty (30) days of the date on the billing statement.

If Customer does not timely pay the Service charges, then Code Blue may suspend performance of the Services until Customer does so, in which case Customer must pay all Service charges for the entire time the Services were suspended, plus any additional fee due for the rest of the contract Term. No refunds will be granted for unused services.

5. SERVICE TERM AND RENEWAL

The Term of this Agreement shall commence on the date the Service Order incorporating this MSA is fully executed by Customer and Code Blue. Either party may terminate this agreement prior to renewal by providing at least thirty (30) days written notice of termination to the other party prior to the end of the initial Term or a renewal Term. Additional Services may be added from time to time by Customer and will be co-terminus with the Term of the Agreement. All prices are identified in US dollars. Additional charges may result if Customer activates additional features, exceeds usage thresholds, cancels more than 50% of the total MRCs listed on the original Service Order, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services.

6. LIMITATIONS OF SERVICE

Code Blue may use third-party companies to provide Services. While Code Blue endeavors to partner with industry-leading partners, Code Blue is not responsible for the network architecture or performance of any third-party resource or for any loss or damage of any sort resulting from the use of, or for any failure of, Services provided at or from a third-party resource including interoperability, interaction, access or interconnection problems with applications, equipment, services, content or networks not provided by Code Blue.



Master Services Agreement

7. FAILURE TO MAKE INITIAL PAYMENTS

If Customer fails to meet payment schedules or other credit or financial requirements established by Code Blue for commencement of Services, Code Blue shall have the right, without liability, to delay any shipment of CPE's to Customer, require advance payment before making any shipments or accepting further orders, and cancel any unshipped orders upon written notification by Code Blue of the aforementioned events and only after Customer's failure to correct such event within 30 days of Code Blue's notice. Accordingly, Code Blue retains the option to terminate this Agreement upon failure to receive any initial payment when due as provided above. This option shall be exercised in writing by addressing notice thereof to Customer at its address listed on the Service Order. Customer is responsible for paying all costs and fees Code Blue incurs prior to shipment of CPE's as a result of Customer failing to pay any initial payments due on the Service Order, and all other amounts as specified in Section 12, below as if Customer had terminated Service.

8. CREDITS AND DEPOSITS

The obligation of Code Blue to provide the Services to Customer is subject to Code Blue's review of Customer's credit status. Customer's execution of the Agreement authorizes Code Blue to obtain Customer's credit information from credit reporting agencies. Customer understands that, as a result of this credit review, Code Blue may, in its sole discretion, terminate this Agreement without penalty. Customer may be required to submit a cash deposit, guaranty, or other financial assurance satisfactory to Code Blue in order to receive the Services. The deposit may be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Code Blue at its discretion may apply the deposit to any amount due and unpaid by Customer.

9. DEFAULT BY CUSTOMER; SERVICE TERMINATION

If Customer fails to pay any Service charges incurred under this Agreement by the due date, and if the amounts remain unpaid for 30 days after Code Blue provides Customer written notice of the unpaid amounts, then Customer shall be in default under this Agreement, and Code Blue may terminate this Agreement by providing written notice of termination to Customer. In addition, Customer will be in default if: (a) Customer has failed to complete the purchase process in accordance with the terms specified in the Service Order; (b) Customer is delinquent with equipment; (c) Customer is found to be falsifying any claims; or (d) Customer knowingly uses this Agreement to take advantage of services and entitlements for products not covered. If Customer fails to cure any non-payment default within thirty (30) days after notice thereof from Code Blue, then Code Blue

may terminate this Agreement by providing written notice of termination to Customer. In addition, upon identifying an event of default and providing notice of default and an opportunity to cure to Customer, Code Blue may immediately suspend the Services, in whole or in part, and provide Customer with notice of suspension along with the notice of default. Neither suspension nor termination of the Service will relieve Customer of any obligation to pay for Services provided prior to suspension and/or termination, or for any amounts that become due as a result of termination including interest on all unpaid amounts. Customer also shall pay Code Blue, immediately upon receipt of written demand, all expenses incurred by Code Blue in enforcing any default of this Agreement by Customer.

10. UNAUTHORIZED USE OF SERVICES

Unlimited calling is permitted up to a maximum of 2,500 minutes of toll calling per line within any one (1) month service period. Average or forecasted usage beyond this threshold is presumed to be inconsistent with typical emergency communication voice applications and is prohibited. If Code Blue determines that the usage is in violation as described herein, Code Blue may take any and all action it deems appropriate (including blocking access to specific phone numbers or geographic areas) to prevent or terminate any fraud or abuse in connection with the Services.

11. RELATIONSHIP OF PARTIES

Code Blue and Customer are independent contracting parties. Neither party is to be considered the agent of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract or assume any obligation for the other party or to make any warranty or representation on behalf of the other party. Each party shall be fully responsible for its own employees, servants and agents, and the employees, servants and agents of one party shall not be deemed to be employees, servants and agents of the other party for any purpose whatsoever.

12. TERMINATION BY CUSTOMER

(a) If Customer cancels a Service Order before installation, then Customer shall pay Code Blue for the cancelled Service Order ("Cancellation Charge") and reimburse Code Blue for any charges incurred by third-party partners during the installation process.

(b) If Customer terminates service before the initial Term has expired by providing thirty (30) days' written notice ("Convenience Termination"), Customer agrees to pay (i) all amounts then due and unpaid as of the effective date of termination; (ii) cancellation charges from third-party

Master Services Agreement

partners (iii) all waived or discounted NRCs; (iv) all discounts or installation credits.

13. EQUIPMENT RETURN POLICY

If Customer cancels an order after equipment has been shipped, the policy is: (a) returns must be approved in advance and include a numbered Return Merchandise Authorization ("RMA") issued by Code Blue; (b) submit an RMA request and provide proof of purchase; (c) returned equipment must be sent to Code Blue Corporation, Holland, Michigan in the original packaging, freight prepaid and all cartons clearly marked with the RMA number.

14. SOFTWARE

Each Party agrees that, to the extent that it receives computer software from the other under the terms of this Agreement, it may not, and may not cause or request others to, decompile, disassemble, reverse assemble, "unlock", or reverse engineer the object code for the software or create derivative works of the software or of any related support materials, except as expressly authorized in this Agreement.

15. CONFIDENTIALITY

By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information will include: all technical and business information, including without limitation all Programs and Programs Updates, planning, pricing and offerings for products and services; other product information including but not limited to configuration and packaging details; terms and pricing under this Agreement; all information clearly identified or marked as confidential; all information identified elsewhere in this Agreement as Confidential Information; and all information a reasonable person would consider to be confidential, taking into account the circumstances surrounding its disclosure. Each party agrees not to use the other party's Confidential Information for any purpose other than the performance of this Agreement.

A party's Confidential Information will not include information that: (a) is or becomes generally known to the public through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the other receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

The parties agree to hold each other's Confidential Information in confidence during and after the Term of this Agreement permanently. The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose except to the extent necessary to exercise its rights under this Agreement, and to treat Confidential Information of the other party with the same degree of care with which it would treat its own Confidential Information of a like nature, and in no case with less than a reasonable degree of care.

It shall not be a breach of this section if Confidential Information is disclosed pursuant to subpoena or other compulsory judicial or administrative process, provided the party served with such process promptly notifies the other party and provides reasonable assistance so that the other party may seek a protective order against public disclosure (except to the extent providing such notification is legally prohibited).

Each party agrees to limit the disclosure of Confidential Information to those of its employees and agents who have a need to know such Confidential Information, and each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement and shall be liable for any such disclosure or distribution.

16. LIMITATION OF LIABILITY AND INDEMNITY

This section intentionally left blank.

17. DISCLAIMER OF WARRANTIES

The quality of work performed hereunder shall be consistent with common industry standards, government regulations and sound business practices. Code Blue is not making any other warranty for the Service provided hereunder, expressed or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Code Blue does not authorize anyone to make a

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warranty on Code Blue's behalf and the Customer may not rely on any statement of any third party as a warranty of Code Blue.

18. FORCE MAJEURE

Neither party shall be liable to the other party hereto for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by events beyond the reasonable control of such party, including, without limitation, fire, flood, explosion, war, strike, embargo, government decree, civil or military authority, act of God, inability to obtain supplies of Services, acts or omissions of carriers and other similar events or causes.

19. 911 CLAUSE

Customer acknowledges that certain Services may not provide access to 911 or transmit the location or extension if customer attempts to access 911 in an emergency. If customer uses VoIP (Voice Over Internet Protocol)-based services, Customer is advised that emergency 911 service may not function or be available to customer with the loss of electrical power or if the broadband connection is not operational. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.

20. GENERAL PROVISIONS

The provisions of this Agreement may be amended or modified only by written instrument executed by authorized representatives of the parties. All terms, provisions and conditions contained in any Service Order, communication or document from Customer, which is inconsistent with or in addition to the terms hereof, are rejected and without force of effect of any kind. Sections 9, 15, 16, and 17 shall survive termination of this Agreement, and remain in full force and effect and enforceable in accordance with their terms.

21. ENTIRE AGREEMENT

This Agreement including the Service Orders specifically referenced in this Agreement is the complete, exclusive and final statement of the terms of Agreement between the parties. This supersedes, merges and replaces any earlier understanding or Agreements between the parties.

22. PARTIAL INVALIDITY

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Agreement shall remain in full

force and effect.

23. ASSIGNMENT

Customer may not assign any rights hereunder without the prior written consent of Code Blue; any attempt to do so will be void and, at the option of Code Blue, will immediately terminate this Agreement. No assignment shall alter, release or otherwise affect any third-party guaranty of Customer's obligations. Further, any sale of a substantial interest in Customer to a third party or any change in the principals or management of Customer without the prior written consent of Code Blue, shall, at the option of Code Blue, immediately terminate this Agreement.

24. GOVERNING LAW

All terms of this Agreement shall be subject to, governed, construed, and enforced pursuant to the laws of the State of Tennessee, USA, without application of any conflict of laws rules. The parties agree that the proper forum, venue and jurisdiction for the resolution of dispute under this Agreement shall be the state courts of Williamson County, Tennessee.