



UberData Networks

8720 Orion Place
Suite 100
Columbus Ohio 43240
U.S.A

QUOTATION PROPOSAL

Quote# EST-001299

Bill To
Elida Local School District

Quote Date : Aug 15, 2024
Expiry Date : Oct 09, 2024
Reference# : Elida LSD Tellabs
Support 24'

#	Item & Description	Qty	Rate	Amount
Tellabs Manufacturer Support Renewal (1-Year)				
1	Network Support (Non-Contract) Tellabs 1-Year support Contract - Education 24 x 7 TAC Support + Software Subscription - OLT Advanced Replacement Services - Next Business Day - ONT Advanced Replacement Services - Next Business Day	1.00	10,928.21	10,928.21
Tellabs Manufacturer Support Renewal (3-Year)				
2	Network Support (Non-Contract) Tellabs 3-Year support Contract * Includes an 8% discount - Education 24 x 7 TAC Support + Software Subscription - OLT Advanced Replacement Services - Next Business Day - ONT Advanced Replacement Services - Next Business Day	3.00	10,048.48	30,145.44
Tellabs Manufacturer Support Renewal (5-Year)				
3	Network Support (Non-Contract) Tellabs 5-Year support Contract * Includes a 12% discount - Education 24 x 7 TAC Support + Software Subscription - OLT Advanced Replacement Services - Next Business Day - ONT Advanced Replacement Services - Next Business Day	5.00	9,608.60	48,043.00
			Sub Total	89,116.65
			Total	\$89,116.65

Statement of Work

Note: This support agreement is between Elida Local Schools and Tellabs.
If the 3-year or 5-year contract term is selected, customer can be billed annually in equal payments.
Current contract will expire 09/03/2024.

UberData Networks will automatically invoice Tellabs Support Agreement renewals upon expiration of current contract unless 60-day written notice is provided otherwise. Tellabs manufacturer support renewals will be based on the original support entitlements at current vendor pricing. Manufacturer support will be (re)activated upon receipt of payment

Terms & Conditions

UberData Networks will automatically invoice Tellabs Support Agreement renewals upon expiration of current contract unless 60-day written notice is provided otherwise. Tellabs manufacturer support renewals will be based on the original support entitlements at current vendor pricing. Manufacturer support will be (re)activated upon receipt of payment

This sales agreement between Elida Local Schools ("Contractor") and UberData Networks ("Subcontractor") shall become effective upon receipt of purchase order from Contractor.

Subcontractor shall perform all development, deployment, maintenance, and support services as outlined in the proposal and Statement of work.

Contractor may request design changes to the network that will require an updated (new) quote from Subcontractor.

Contractor acknowledges that no communication system or software can be made completely stable or secure, and that Subcontractor cannot guarantee the stability, safety or security of Contractor's network or data. Subcontractor warrants that the Network Services will be provided in a manner consistent with the professional care and skill ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances and the time frame, if any, set forth in the description of Network Services herein. Contractor is solely responsible for implementing and monitoring appropriate operational and security procedures, and for making appropriate backup copies of all data.

Contractor and Subcontractor hereby waive any claim for loss of profit or revenue, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Contractor arising as a result of or related to the Network Services, whether in contract, tort, or otherwise, even if Contractor has advised of the possibility of such loss or damages. In no event will Subcontractor be liable for any loss of data that may occur, regardless of the cause of such loss of data. The total liability of Subcontractor for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Subcontractor, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Contractor to Subcontractor for the Network Services during the twelve (12) month period preceding the date the claim arises.

Contractor shall indemnify and hold Subcontractor harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Subcontractor therein, arising out of or in conjunction with Contractor's performance under or breach of this Agreement.

This proposal does not include any Sales, Use, Service, or similar taxes. All applicable sales taxes will be applied at time of invoicing.

Contractor shall pay Subcontractor based on the following Schedule of Values in three phases:

1. Initial payment due upon receipt of purchase order = 50%
2. Delivery payment of 35% upon receipt of equipment (at either Contractor facility or Subcontractor's lab)
3. Final 15% payment upon Contractor acceptance

Payment Terms = 30 days upon receipt of invoice.

Payments received past standard 30-day terms will be subject to 1.8% monthly interest until paid.

Cancelled order is subject to a 20% recovery fee.

The Subcontractor shall have two weeks to install and commission the network.

The Subcontractor shall begin installation services upon completion of the low voltage network infrastructure work. All cable test reports will be provided to Subcontractor at least two weeks prior to installation.

In the event additional deployment time is required due to Contractor and/or subcontractor delays, Contractor shall be billed at a rate of \$150.00 per hour plus expenses.

The Subcontractor shall have full access to the facilities from 8am - 5pm during the installation and burn-in periods.

The Contractor shall hold all information marked confidential or proprietary as such and will not disclose or use this information without written consent by Subcontractor.

UberData Networks Confidential Information - Distribution Prohibited Without Prior Written Authorization from Subcontractor.

Authorized Signature _____

