

Charter  
Technologies

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## Technology Service Contract

For:

Madison Academy Elementary  
6170 Torrey Rd  
Flint Township, MI 48507

By:

Charter Technologies, Inc.  
28350 Schoolcraft Rd  
Livonia, MI 48150  
[www.chartertech.net](http://www.chartertech.net)

July 1, 2015



**Scope of Work**

Madison Academy Elementary

*Job Number: MADE-IT1516*

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*Contact Information: Charter Technologies, Inc.*

<b>Contact Name:</b>	<b>Mikhail Karasev</b>
<b>Location:</b>	<b>28350 Schoolcraft Rd Livonia, MI 48150</b>
<b>Telephone Number:</b> <b>Fax Number:</b>	<b>(888) 997 8324 (734) 943 6858</b>

*Contact Information: Madison Academy Elementary*

<b>Contact Name:</b>	<b>Phil Maurey</b>
<b>Location:</b>	<b>6170 Torrey Road Flint Township, MI 48507</b>
<b>Telephone Number:</b> <b>Fax Number</b>	<b>(586) 731-5300 (586) 734-5307</b>

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## **Introduction**

Charter Technologies Inc. is a dynamic and fast growing technology service provider. Our company is focused on delivering innovative, comprehensive and cost effective solutions to our customers. We are committed in delivering tangible value that contributes directly to your success.

For more than a decade we have been working with public school districts, small and medium size businesses and local government agencies helping them develop and deliver a higher quality of services to their stakeholders. In working with public school academies we have developed services that are specifically tailored to educational customers. We provide complete end to end solutions from network integration and design services to installation of structured cabling, voice and data systems and managed network support and helpdesk services. Our experienced certified engineers will assist you in all aspects of Information Technology system lifecycle. From online standardized testing and BYOD programs to your private cloud implementation, onsite managed IT services and student management software support and training.

Charter Technologies has completed hundreds of projects for individual schools, school districts, small and medium business and government agencies in Michigan and across the country. We have a number of customers that have been with us for over a decade and would welcome an opportunity to provide customer references and arrange site visits if you are interested.

We understand that the world of Information Technology is extremely fast paced and ever-changing which is why we are committed to recognizing the technological breakthroughs and opportunities in the field of information technology. Our goal is to provide you with innovative solutions that will directly benefit the productivity of your organization and ultimately improve the educational outcomes for your students. Our goal is to become your trusted advisor in all things technology and help you achieve your mission

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**Company Information**

Company's official contact for any communications regarding the proposal will be:

Mikhail Karasev  
President/CEO  
Charter Technologies Inc.  
28350 Schoolcraft Rd  
Livonia MI 48150

Tel: 248-228-3065 Extension 150

Fax: 734-943-6858

Email: [karasevm@chartertech.net](mailto:karasevm@chartertech.net)

Charter Technologies Inc. is a Michigan corporation. Our main office is located at 28350 Schoolcraft Rd, Livonia MI 48150. Our E-RATE SPIN Number is 143028457.

Charter Technologies Inc. was formed in June of 2003 and in July 2004 our company was incorporated

Charter Technologies Inc. has provided proposed consulting and technical support services for over ten years.

Charter Technologies Inc. insurance carrier is State Farm Insurance Corporation located in Bloomington, Illinois. Our company currently carries Worker's Compensation and Employers Liability policy, Business Personal Property insurance policy, Loss of Income policy, Business Liability, Products-Completed Operations (PCO) Aggregate policy and General Aggregate policy.

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## Key Partnerships and Alliances

Charter Technologies Inc. is committed to providing our customers with access to the most innovative, efficient and robust technology solutions. Our company has developed strategic business relationships with leading technology equipment and software manufacturing companies including:

**Fonality Inc.** – Certified partner

**Aruba Networks** – Certified Partner

**Ruckus Wireless** – Certified Partner

**Cisco Systems** – Registered Partner

**Dell Inc.** – Certified Solutions Provider, Certified Repair Services Provider, Certified Reseller Company

**VMWare** – Certified Partner

**Netgear Inc.** – Platinum Partner

**Axis Communications A.G.** – Gold Level Partner

**Hewlett Packard** – Certified Partner

**Lenovo/IBM** – Certified Partner

**Barracuda Networks** - Certified Partner

**Microsoft** – Certified Partner, **Microsoft Surface** authorized partner



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**List of Current Education Customers****Gaylord Community Schools**

615 N Elm Street

Gaylord, MI 49735

(989) 705-3080

Total Enrollment: 3100 Students

**Scope of Services:**

Full Managed IT services to support day to day operations of the school district. Charter Technologies Inc. provides Helpdesk Support Services, Equipment Procurement, Network Integration and Onsite Break Fix support for the district.

**Chandler Park Academy District**

20100 Kelly Rd.

Harper Woods, MI. 48225

(313) 839-9886

Total Enrollment: 1200 Students

**Scope of Services:**

Full Managed IT services to support day to day operations of the district. Charter Technologies Inc. provides Helpdesk Support Services, Equipment Procurement, Network Integration and Onsite Break Fix support for the Academy. Charter Technologies Inc. provides IT consulting and IT infrastructure planning services to the District.

**Dove Academy**

20001 Wexford St,

Detroit, MI 48234

(313) 366-9110

Total Enrollment: 428 Students

**Scope of Services:**

Full Managed IT services to support day to day operations of the school. Charter Technologies Inc. provides Helpdesk Support Services, Equipment Procurement, Network Integration and Onsite Break Fix support for the Academy.

**Academy of Warren**

13943 E 8 Mile Rd

Warren, MI 48089

(586) 552-8010

Total Enrollment: 750 Students

**Scope of Services:**

Full Managed IT services to support day to day operations of the school. Charter Technologies Inc. provides Helpdesk Support Services, Equipment Procurement, Network Integration and Onsite Break Fix support for the Academy.

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**Charyl Stockwell Academy**

9758 E Highland Road

Howell, MI 48843

(810) 225-9940

Total Enrollment: 450 Students

**Scope of Services:**

Full Managed IT services to support day to day operations of the school. Charter Technologies Inc. provides Helpdesk Support Services, Equipment Procurement, Network Integration and Onsite Break Fix support for the Academy. Charter Technologies Inc. provides IT consulting and IT infrastructure planning services to the Academy.

**Charyl Stockwell Preparatory Academy**

9758 E Highland Road

Howell, MI 48843

(810) 632-2200

Total Enrollment: 300 Students

**Scope of Services:**

Full Managed IT services to support day to day operations of the school. Charter Technologies Inc. provides Helpdesk Support Services, Equipment Procurement, Network Integration and Onsite Break Fix support for the Academy. Charter Technologies Inc. provides IT consulting and IT infrastructure planning services to the Academy.

**Conner Creek Academy East**

16911 Eastland

Roseville, MI. 48066

(586) 779-8055

Total Enrollment: 450 Students

**Scope of Services:**

Full Managed IT services to support day to day operations of the school. Charter Technologies Inc. provides Helpdesk Support Services, Equipment Procurement, Network Integration and Onsite Break Fix support for the Academy. Charter Technologies Inc. provides IT consulting and IT infrastructure planning services to the Academy.

**Crescent Academy**

17570 W 12 Mile Road

Southfield, MI 48076

(248) 423-4581

Total Enrollment: 900 Students

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**Scope of Services:**

Full Managed IT services to support day to day operations of the school. Charter Technologies Inc. provides Helpdesk Support Services, Equipment Procurement, Network Integration and Onsite Break Fix support for the Academy. Charter Technologies Inc. provides IT consulting and IT infrastructure planning services to the Academy.

**Hanley International Academy**

2400 Denton St

Hamtramck, MI 48212

(313) 875-8888

Total Enrollment: 450 Students

**Scope of Services:**

Full Managed IT services to support day to day operations of the school. Charter Technologies Inc. provides Helpdesk Support Services, Equipment Procurement, Network Integration and Onsite Break Fix support for the Academy. Charter Technologies Inc. provides IT consulting and IT infrastructure planning services to the Academy.

**Huron Academy**

11401 Metro Parkway

Sterling Heights, MI 48312

(586) 446-9170

Total Enrollment: 350 Students

**Scope of Services:**

Full Managed IT services to support day to day operations of the school. Charter Technologies Inc. provides Helpdesk Support Services, Equipment Procurement, Network Integration and Onsite Break Fix support for the Academy. Charter Technologies Inc. provides IT consulting and IT infrastructure planning services to the Academy.

**Intervention Academy**

1170 Michigan Rd.

Port Huron Twp., MI. 48060

(810) 364-8990

Total Enrollment: 200 Students

**Scope of Services:**

Full Managed IT services to support day to day operations of the school. Charter Technologies Inc. provides Helpdesk Support Services, Equipment Procurement, Network Integration and Onsite Break Fix support for the Academy. Charter Technologies Inc. provides IT consulting and IT infrastructure planning services to the Academy.

**Madison Academy**

6170 Torrey Rd.

Flint, MI. 48507

(810) 655-2949

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Total enrollment: 300 Students

**Scope of Services:**

Full Managed IT services to support day to day operations of the school. Charter Technologies Inc. provides Helpdesk Support Services, Equipment Procurement, Network Integration and Onsite Break Fix support for the Academy. Charter Technologies Inc. provides IT consulting and IT infrastructure planning services to the Academy.

**Merritt Academy**

59900 Havenridge

New Haven, MI. 48048

(586) 749-6000

Total Enrollment: 300 Students

**Scope of Services:**

Full Managed IT services to support day to day operations of the school. Charter Technologies Inc. provides Helpdesk Support Services, Equipment Procurement, Network Integration and Onsite Break Fix support for the Academy. Charter Technologies Inc. provides IT consulting and IT infrastructure planning services to the Academy.

**Michigan Collegiate Middle and High School**

31300 Ryan Rd.

Warren, MI. 48092

(586) 777-3190

Total Enrollment: 300 Students

**Scope of Services:**

Full Managed IT services to support day to day operations of the school. Charter Technologies Inc. provides Helpdesk Support Services, Equipment Procurement, Network Integration and Onsite Break Fix support for the Academy. Charter Technologies Inc. provides IT consulting and IT infrastructure planning services to the Academy.

**Michigan School of Arts**

825 Golf Drive

Pontiac, MI 48341

(248) 338-2787

Total Enrollment: 350 Students

**Scope of Services:**

Full Managed IT services to support day to day operations of the school. Charter Technologies Inc. provides Helpdesk Support Services, Equipment Procurement, Network Integration and Onsite Break Fix support for the Academy. Charter Technologies Inc. provides IT consulting and IT infrastructure planning services to the Academy.

**Momentum Academy**

99 E. Woodward Heights Blvd.

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Hazel Park, MI. 48030

(248) 336-5600

Total Enrollment: 150 Students

**Scope of Services:**

Full Managed IT services to support day to day operations of the school. Charter Technologies Inc. provides Helpdesk Support Services, Equipment Procurement, Network Integration and Onsite Break Fix support for the Academy. Charter Technologies Inc. provides IT consulting and IT infrastructure planning services to the Academy.

**Pontiac Academy of Excellence**

196 Cesar E Chavez Ave.

Pontiac MI 48342

(248) 745-9420

Total Enrollment: 800 Students

**Scope of Services:**

Full Managed IT services to support day to day operations of the school. Charter Technologies Inc. provides Helpdesk Support Services, Equipment Procurement, Network Integration and Onsite Break Fix support for the Academy. Charter Technologies Inc. provides IT consulting and IT infrastructure planning services to the Academy.

**The New Standard Academy**

2040 W. Carpenter Rd.

Flint, MI. 48505

(810) 787-3330

Total Enrollment: 450 Students

**Scope of Services:**

Full Managed IT services to support day to day operations of the school. Charter Technologies Inc. provides Helpdesk Support Services, Equipment Procurement, Network Integration and Onsite Break Fix support for the Academy. Charter Technologies Inc. provides IT consulting and IT infrastructure planning services to the Academy.

**Tipton Academy**

1615 Belton St.

Garden City, MI. 48135

(734) 261-0500

Total Enrollment: 300 Students

**Scope of Services:**

Full Managed IT services to support day to day operations of the school. Charter Technologies Inc. provides Helpdesk Support Services, Equipment Procurement, Network Integration and Onsite Break Fix support for the Academy. Charter Technologies Inc. provides IT consulting and IT infrastructure planning services to the Academy.

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**Trillium Academy**

15740 Racho Blvd.

Taylor, MI. 48180

(734) 374-8222

Total Enrollment: 450 Students

**Scope of Services:**

Full Managed IT services to support day to day operations of the school. Charter Technologies Inc. provides Helpdesk Support Services, Equipment Procurement, Network Integration and Onsite Break Fix support for the Academy. Charter Technologies Inc. provides IT consulting and IT infrastructure planning services to the Academy.

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**Company References****Charles Meredith**

Conner Creek Academy District

Superintendent

16911 Eastland Ave

Roseville, MI 48066

Phone: (586) 779-8055

Fax: (586) 779-8060

**Phil Maurey**

Technology Director

The Romine Group Inc.

7877 Stead St.

Utica, Michigan, 48317

Phone: (586) 731-5300

Fax: (586) 731-5307

**Vergil Smith**

Michigan Collegiate High School

Principal

31300 Ryan Rd.

Warren, Michigan, 48092

Phone: (586) 777-5792

Fax: (586) 698-0392

**Todd Oostmeyer**

Technology Director

Gaylord Community Schools

615 S. Elm Ave

Gaylord, MI 49735

Phone (989) 705-3009

**Traci McClinton**

Technology Coordinator for Chandler Park Academy School District

20100 Kelly Rd.

Harper Woods, Michigan, 48225

Phone: (313) 839-9886

Fax: (313) 839-3221

## **Project Personnel Qualifications and Quality Control Methods and Procedures**

Charter Technologies Inc. is committed to excellence in providing technology consulting, equipment procurement, technical services and ongoing maintenance service engagements.

All CTI technical engineers go through rigorous screening and certification process to ensure the outmost quality and consistency in all of our services. Each CTI technician engaged in a particular project has a minimum of a two year college degree in computer related field, has completed an extensive on the job training program of 12 month, holds industry standard certifications including MCE, MCSE, A+, Dell Technician Certification, BICSI and other advanced technical certifications pertinent to his/her position with the company.

Charter Technologies Inc. provides complete documentation services including initial asset tagging and inventory of installed equipment, maintaining an accurate and complete inventory of computer all software and software licenses, maintaining and updating complete documentation records for all hardware device configuration, creating and maintaining complete security access documentation and security access matrixes.

In addition, CTI will provide all service documentation pertinent to the ongoing technical support and maintenance engagements including monthly logs of all completed project activities, monthly reports of break/fix and hardware troubleshooting issues, monthly audit reports of patch management activities, monthly network security review audit reports and any other reports required by the customer.

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**IT Service Management Staff Listing and Qualifications**

**Mikhail Karasev** – President and CIO, Charter Technologies Inc.

**Education**

*Master of Business Administration*

*Wayne State University, Detroit MI, Dec, 2012*

*Bachelor of Business Administration – Computer Information Systems*

*Walsh College, Troy MI, Dec 2008*

**Experience**

Mikhail has over 10 years of experience in directing an Information Technology Consulting and Network Integration company founded in 2004. From a humble beginning as a one person firm the company has grown to include a staff of 13 full time network engineers and a state of the art 5000 square foot facility in Livonia and sales of over \$3M per year in 2014.

Mikhail also has over 5 year experience as a Lead Project Manager in developing and implementing complex Information Technologies projects and support services for variety of government, education and small to medium business customers as a consultant working for a major Midwest Information Technology company based in Chicago IL.

**Igor Grebenyuk** – VP Finance and Operations

**Education**

*Bachelor of Business Administration*

*Walsh College, Troy MI, June 2013*

*Associate Degree in Accounting*

*St. Clair College, Windsor, Ontario, June 2010*

**Experience**

Igor has over 3 year experience in implementing and supporting back office accounting management systems and implementing state of the art order fulfilment, time tracking and customer management systems.

**David Meredith** – VP of Business Development and Customer Service

**Education**

*Bachelor of Arts in Social Work*

*Wayne State University, Detroit MI, June 2011*

**Experience**

David has over 8 years of experience in Project and People Management and overseeing physical implementation phase of project management and is responsible in making sure tasks are completed on schedule and within budget to meet and exceed expectations of our customers.

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**John Reitman** – Network Engineer, MCSE, A+, Network+, CCNE (Nov 2014)

**Education**

*Bachelor of Science – Computer Science*

*Oakland University, Dec 2014*

**Experience**

John has over 5 years of experience as a Network Engineer and currently provides second Tier technical support to CTI Helpdesk Technicians and Customers and is based in our Livonia MI Network Operations Center.

**Jason Rider** – Network Engineer, MCSE, A+, Network+

**Education**

*Associate Degree – Computer Information Systems*

*Oakland University, Dec 2014*

**Experience**

Jason has over 10 years of experience as a Network Engineer and currently provides second Tier technical support to CTI Helpdesk Technicians and Customers and is based in our Livonia MI Network Operations Center.

**Scott Reitman** - CTI Helpdesk Technician – A+, Network+ Certifications

**Education**

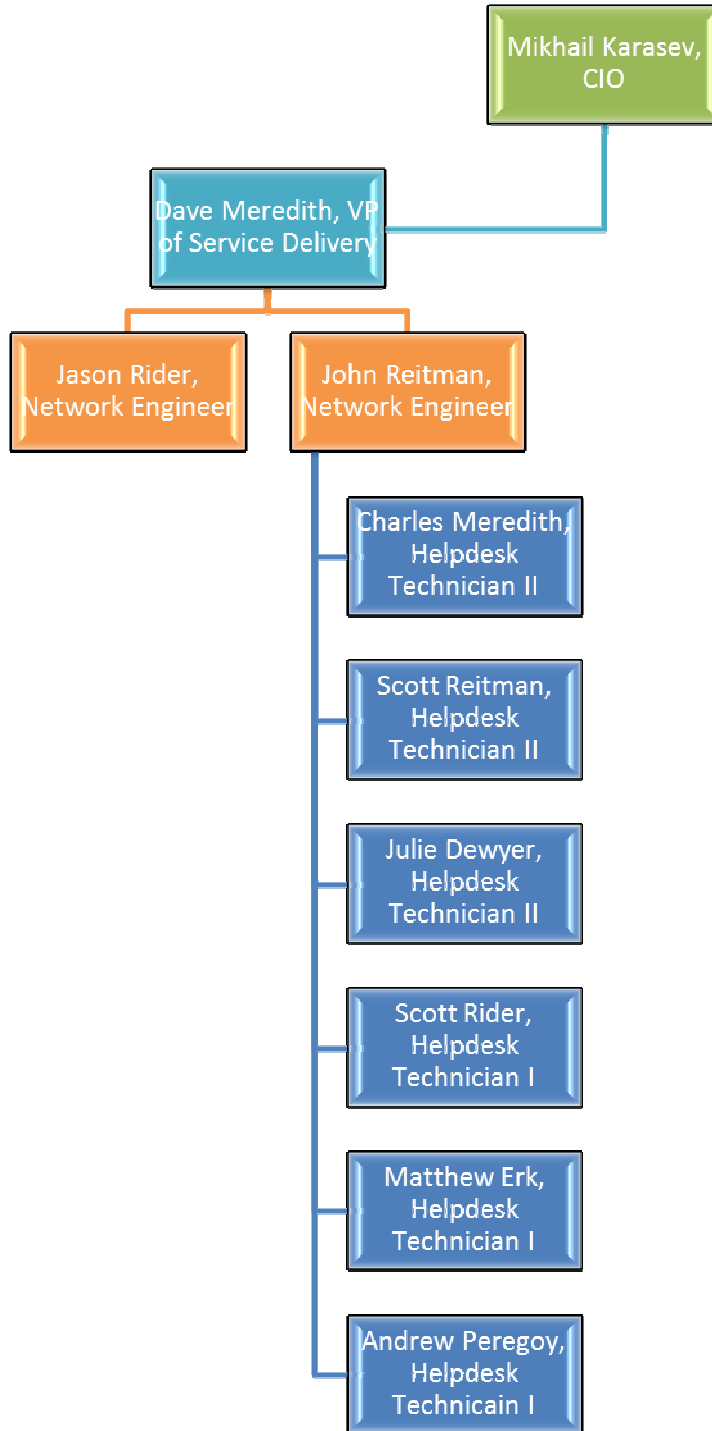
*Associate Degree – Computer Information Systems*

*Oakland Community College, Southfield, MI, June 2012*

**Experience**

Scott has over 4 years of experience providing onsite technical support services to CTI educational customers in Michigan. Scott is an expert PC and Mac troubleshooting, Printer troubleshooting and Local Area Network troubleshooting. Scott will be providing onsite services to the Academy.

**Organizational Chart for Proposed Service Delivery**





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**Insurance Certificate**

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## **Support Contract Scope of Work**

We are proposing a contract that will support your specific needs:

- Administration, Maintenance, and Support of:
  - Microsoft Windows 2008/2012 Servers  
including local domain administration, core network services administration, and upgrades.
  - Internet Content Filtering / Firewall server
  - Campus wide wireless data network
  - Microsoft Windows 7 Professional Desktops and Laptops
  - Microsoft Windows XP Professional Desktops and Laptops
  - Microsoft Windows 8 Professional Desktops and Laptops
  - Apple Ipad IOS7 based tablet devices
  - Chrome OS netbook devices
  - Network Printers
  - Network Attached backup and disaster recovery management and planning
  - Management and administration of firewall device (1 unit)
  - Administration and maintenance of WAN router device (1 unit)
  - Internet Connection administration and management
  - Network Switch administration and management
  - Administration management and support of Wireless Access Points
  - Administration management and support of document cameras and data projectors
  - Administration management and support of interactive whiteboard equipment
  - Customer supplied Antivirus Software
  - Administration management and support of on premise VOIP telephone system and related components including VOIP phones

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Charter Technologies Inc. will provide, configure and maintain a web based incident reporting and documentation portal to be used for all helpdesk requests and IT incident management. In addition a management interface to the helpdesk portal will be provided to the Academy's administration to access management reports and verify helpdesk request progression statistics. Also Charter Technologies Inc. will maintain a dedicated phone based help desk operator at our current Network Operations Center location in Livonia Michigan. A local onsite technician will be provided to assist academy personnel in resolving issues reported through the online helpdesk system. Standard operating hours for local CTI technician will be Monday through Friday 8:00AM through 5:00PM Eastern Standard Time excluding legal holidays

## **Scope of Work**

Charter Technologies Inc. (CTI) is submitting a flat fee scope of work effective 7/1/2015-6/30/2016 in an annual cost of \$15,685. To follow is a bullet list detail of the general tasks that at any given point may get addressed/serviced.

- With the assessment of Microsoft Windows 2008/2012 Server security, configure server with necessary patches and updates. Install manage and support local installation of the automated patch management system
- CTI will provide end user application and hardware support
- CTI will provide proactive comprehensive network monitoring and patch management services for all workstation and server equipment.
- CTI will implement an automated software image management and deployment solution to facilitate standardized software deployment and management of end user devices.
- CTI will provide monthly management reports to school administrative staff with recommendations for system improvements.
- CTI will administer Switches, Routers, and Hubs including Wireless Access Points.
- CTI will create and administer accounts in the Microsoft Windows 2008 Active Directory infrastructure as well as handle the rights and security issues with the server.
- CTI will establish and maintain email accounts for staff members hosted offsite including security configuration and accounts management.
- CTI will provide Internet connectivity management (security administration and support, firewall administration and support)

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- CTI will administer network-wide Anti-virus policy through customer supplied Anti-virus software and perform maintenance by doing regular updates
- CTI will provide service for computer equipment and printer repair (Local and Network printers, Desktop Computer support, Network Server support, Operating Systems support  
*Please note that charges for replacement parts which are not covered by equipment manufacturer's warranty will be billed to the customer at a pre-determined rate)*
- CTI will install customer specific software and provide service for software upgrades.  
*Please note that due to specialization of the applications, the support will be based on support provided by the software manufacturer*
- CTI will administer and maintain core network services (DNS,DHCP)
- CTI will administer and implement disaster recovery plan by utilizing existing NAS backup unit.
- CTI will develop and maintain network and service documentation
- CTI will provide network consulting and technology services
- CTI will provide unlimited telephone and remote network administration support services

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## Schedule

CTI will develop a visit schedule from CTI engineer, in order to properly perform required maintenance and pro-act on potential issues. The schedule will be confirmed with the customer after all schedule conflicts are addressed. Charter Technologies Inc. will provide a weekly onsite technician to address technology needs of the academy. The total CTI personnel weekly commitment is estimated at 4.0 hours per week including onsite and remote network support. In addition the academy personnel will have access to CTI network operation center personnel and consulting personnel. Please note that under flat fee support contract the academy will not be charged additional fees for support services provided to devices covered by this agreement.

***Please note that under flat fee support contract the academy will not be charged additional fees for support services provided to devices covered by this agreement in excess of above stated hours.***

## Scope of Work Dependencies

In the case of new equipment purchase, change in services being run, or major infrastructure change, there will be a revision to the signed Scope of Work or another method of payment outside the scope of work would have to be brought about.

## CTI Response Time

Phone support via dedicated helpdesk number (888-997-8324)

***Immediate (8:00-5:00PM Eastern Standard Time)***

Remote Support including server, network and workstation troubleshooting

***Immediate (8:00-5:00PM Eastern Standard Time)***

Onsite Non-network/Business critical issues (i.e., Workstation failure, Application issues, Local printers, Network printer):

***24 hours***

Onsite Network/Business critical issues (i.e., Server down, Internet down, overall infrastructure failure, DHCP server failure, Firewall down):

***4 hours***

For Account management return phone call will be made as soon as possible. Hours include 8:00 to 5:00 Monday through Friday.

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**Annual Cost Summary**

School Network Support Services (On-site 4-Hour response time for critical customer issues and 24-hours on-site non critical issues)	\$15,685
Proactive Network and Server Management and Monitoring	INCLUDED
Workstations/Laptop support	INCLUDED
Network printer support	INCLUDED
Wireless Access Points administration and support	INCLUDED
Document Camera and Data Projector Support	INCLUDED
Phone and remote network support	INCLUDED
Disaster recovery and local data backup	INCLUDED
Network consulting and documentation	INCLUDED

Total Annual Cost **\$15,685**

Customer has an option to extend the support contract for up to 3 additional years. Please indicate the extension period below:

1 year                       2 year                       3 year


Our support contract is based on the "complete" support coverage for the contracted equipment. Charter Technologies Inc. will provide complete support assistance for all covered equipment for a flat fee of \$15,685 annually. The estimated onsite and remote personnel commitment to the academy will be 4.0 hours per week. CTI network operations center personnel and CTI consulting personnel will also be available via email/phone. CTI will maintain a tech visitation log detailing time/material cost for each onsite visit and support incident. Daily and Weekly management reports will be available to the Academy's Administration via CTI maintained web portal. Any services outside the scope of this contract and special projects will require a separate approval by the district administration. The standard hourly rate for special projects is \$75 per hour.

**Please Note The Following**

- Upon acceptance of scope of work a purchase order number must be issued for the value of the project as in scope of work with an authorized signature.
- Billings will be made Monthly at the Beginning of each month under Net 30 Terms from the date of the invoice.
- All past due invoices are subject to 1.5% Monthly financing charge

Authorized Signature:

**Madison Academy Elementary**

  
 Title Director of Technology

Date 7 / 1 / 15

Authorized Signature:

**Charter Technologies Inc.**

  
 Title President

Date 7 / 1 / 2015

**Legal Addendums:**

July 2015

I. Terms of Agreement

This agreement is effective as of the date as stated on the face hereof and shall continue from year to year thereafter, but may be terminated by either party for any reason upon one (1) month's written notice. Also, CTI, may at its option immediately terminate this Agreement with one (1) months' prior written notice in accordance with Article XIV (7); as described herein.

II. Charges

- (1) Charges provided for in this Agreement are portal to portal and commence on the effective date stated on the face hereof, and must be paid in advance according to the billing cycle previously described. Charges other than the PURCHASE OF FLAT FEE MAINTANACE CONTRACT, which include travel expenses, overtime, and those other expenses identified in Articles III, V, VII, VIII, and IX hereof, shall be invoiced monthly and shall be due within thirty (30) days from date of invoice.
- (2) In the event that either party seeks to enforce the terms of this Agreement, then in addition to all damages and other remedies to which the prevailing party is entitled, the non-prevailing party shall be responsible for all costs and expenses (including reasonable attorney's fees paid or incurred by the prevailing party in connection with such enforcement.
- (3) All charges specified, other than for the PURCHASE OF FLAT FEE MAINTANACE CONTRACT, are those currently in effect and are subject to change upon one (1) month's prior written notice.
- (4) There shall be added to the charges due hereunder amounts equal to any taxes, however designated, levied or based on such charges or on this agreement, or other services rendered or parts supplied pursuant hereto, including state and local privilege or excise taxes based on gross revenue, and any Taxes or amounts in lieu thereof paid or payable by CTI in respect of the foregoing, exclusive, however, of taxes based on net income.

III. Scope of CTI Service

- (1) CTI agrees to provide service to keep the equipment and features in good working order. This service will consist of on-sight, remote network management, and telephone support service, including replacement of unserviceable parts.
- (2) Other than for scheduled service calls, CTI will endeavor to respond to Customer's request for service as soon as is commercially reasonable, but does not represent or warrant that such service call will be available at any given time. If the Customer requests service at times outside of CTI's standard hours of availability (Article VIV91), CTI will charge Customer at the rates and terms then in effect pursuant to Article VIV(2).
- (3) Parts will be furnished on either an exchange or purchase basis and will be new parts or parts equivalent to new in performance. Replaced parts become the property of CTI.

IV. Exclusions

- (1) CTI Service provided hereunder does not include:
- (a) Electrical work external to the machines
  - (b) Repair of damage resulting from Accident, transportation, neglect, or misuse, acts of God, weather conditions, fire, war, riot, failure of electrical power, air conditioning or humidity control; or cause other than ordinary use;
  - (c) Furnishing platens, supplies or accessories, painting or refinishing the machine or furnishing material therefore, making specification changes or performing services connected with the relocation of machines; or adding or removing accessories, attachments or other devices.
  - (d) Such service which is impractical for CTI service representatives to render because of alteration in the machine or their connecting by mechanical or electrical means to another machine or device.
  - (e) Systems Engineering services, programming, and operations procedures, of any sort and
  - (f) Any item listed and contained in Exhibit B hereof
  - (g) Data Logs.
- (2) It shall be the sole responsibility of the Customer to provide and maintain a proper, safe and sufficient back-up system for any and all equipment serviceable pursuant to this Agreement. In no event shall CTI be responsible for any damages sustained by the equipment serviceable to this Agreement or the back-up systems thereto in the event of any occurrence described in IV(b). This provision shall survive after the term of this Agreement expires.

V. Other Services

At the customer's request, services outside the scope of this Agreement, including Programming, engineering, interfacing, and consulting, will be furnished at CTI's applicable per call rates or on a contract basis.

VI. Access to Equipment

CTI shall have full and free access to the equipment to provide service thereon, and the Customer shall provide a safe place in which to perform such service.

VII. Charges for Services Required as a result of Repair, Modification, or Maintenance by Other Persons.

If persons other than CTI service representatives shall repair, modify or perform any service on any machine covered by the Agreement, and, as a result thereof, further service by CTI is required to restore the machine to good operating condition, such service will be made at CTI's applicable per call rates and terms then in effect.

VIII. Additional Equipment

Additional items of equipment shall be made subject to this Agreement upon execution by a duly authorized representative of the Customer, and acceptance thereof by CTI by form of an Addendum. CTI's form of addendum will state the location of the additional items of equipment, the type, and model serial number.



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IX. Periods of Service Availability

- (1) Standard hours of availability for service is during the nine (9) consecutive hours between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except Legal Holidays.
- (2) The Customer may select, in lieu of or in addition to the standard hours of availability any selected period for an additional charge as agreed upon by CTI and the Customer.

X. Installation and Control of Engineering and Safety Changes

CTI will control and install, without charge for labor, all safety devices it deems necessary. If the customer refuses to permit installation of a safety change, or removes one already installed. CTI may, at option, discontinue providing service until the hazard has been corrected.

XI. Disclaimers

CTI shall use its reasonable best efforts to provide the services pursuant to the terms of this Agreement. Customer acknowledges that there have not been any representations, warranties or statements whether oral or written, not expressly contained herein or expressly incorporated herein by reference. CTI makes no representations, warranties, or guarantees, expressed or implied INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR INTENDED USE, OTHER THAN EXPRESS REPRESENTATIONS, WARRANTIES AND GUARANTEES CONTAINED IN THIS AGREEMENT. CTI EXPRESSLY EXCLUDES CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS MAINTENANCE AGREEMENT OR THE MAINTENANCE SERVICE PERFORMED IN CTI HERE UNDER AND IN NO EVENT SHALL CTI BE LIABLE FOR LOSS OF USE, DATA OR REPORTS OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES BY THE CUSTOMER.

The terms of this provision shall survive the expiration of this Agreement.

XII. General

- (1) The singular form of any noun or pronoun includes, where appropriate, the plural thereof. The use of masculine gender includes, where appropriate, the feminine gender and the use of neutral gender includes, where appropriate, the masculine and feminine genders and vice versa.
- (2) The term "Customer" and "Party" means and includes a natural person, partnership joint venture corporation, association, trust or any other kind of entity.
- (3) The term "this Agreement" as used herein includes any future written amendments, modifications or supplements made in accordance herewith.
- (4) CTI shall be responsible for any failure to render service due to strikes or causes beyond its control.
- (5) The Customer represents that he is the owner of the machines subject to this Agreement or if not the owner, that he has the authority to enter into this Agreement.
- (6) In the event Customer changes the features, adds attachments or equipment, refuses to permit installation of a safety change or removes a safety change already installed to the system by CTI Service, a surcharge, and other charges to compensate for repairs to

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- equipment for resulting damages shall be imposed in addition to the charges referred to in Article II.
- (7) Notices set forth in this Agreement shall be in writing and shall be deemed to be given on the day delivered in the case of delivery, and if mailed shall be deemed delivered three (3) days after depositing postage paid in U.S. Postal Office by Certified Mail return receipt requested to the address shown on this Agreement and if to Customer to the address of the Customer set forth in the Agreement, or such other address as such party shall have designated.
  - (8) This Agreement constitutes the entire Agreement between CTI and the Customer with respect to the furnishing of CTI services. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against who it is sought to enforce the waiver, amendment or modification.
  - (9) This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Michigan.
  - (10) The parties agree that in the event of an alleged breach of this Agreement, Customer and CTI consent to the exercise of personal jurisdiction over him or it by the Circuit Court of Wayne County, Michigan, and shall not object to venue, personal jurisdiction or subject matter jurisdiction
  - (11) The paragraphs headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of said paragraph.
  - (12) If any provisions contained in this Agreement or any amendments or modifications made pursuant to Paragraph IX, is deemed or declared invalid or unenforceable in any respect, all other provisions hereof shall remain in full force.
  - (13) This agreement constitutes the complete and exclusive statement of agreement superseding all oral or written communications and any prior agreement between the parties relating to its subject matter.