

# INTERNAL CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: SHI International Corp VENDOR # 10000849

CONTRACTOR NAME & E-MAIL (INDIVIDUAL E-SIGNING FOR THE CONTRACTOR):

Cassie Skelton cassieskelton@shi.com Dean Blackmon @shi.com  
Print Name E-Mail Address

TYPE OF CONTRACT: New  Renewal  Amendment  Services  Goods  Consulting  Construction  Lease  Other  NC STATE CONTRACT 208C

SCOPE OF WORK: Microsoft License Renewal Three-year agreement 3yr/1<sup>st</sup> yr

CONTRACT AMT: 1,079,672.66 CONTRACT TERM: 01/01/20 – 12/31/20 RFP/IFB/RFQ#: \_\_\_\_\_

FUNDING SOURCE: General  State  Federal  **UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES  NO**

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	MATERIAL GROUP#	TOTAL	I/D	ADDITIONAL INFO
1	100101000	4200191000	5200160100				1,079,672.66		
2									
3									

RISK MANAGER Contract Requires Risk Management Review/Approval? YES  NO

COUNTY ATTORNEY

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Requires BOCC Approval? YES  NO  Date of BOCC Approval: \_\_\_\_\_

Reviewing Attorney: \_\_\_\_\_ Date: \_\_\_\_\_

### REQUISITIONER

DocuSign E-Signature: Kim Cook \_\_\_\_\_ Date: 11/06/19

Print Name/E-Mail: kcook@dconc.gov

### PURCHASING MANAGER

\_\_\_\_\_  
Date: \_\_\_\_\_

DocuSign E-Signature

### DEPARTMENT HEAD OR DESIGNEE

DocuSign E-Signature \_\_\_\_\_ Date: 11/06/19

Print Name/Title: Greg Marrow/Chief Information Officer

E-Mail Address: gmarrow@dconc.gov

### CHIEF FINANCIAL OFFICER

\_\_\_\_\_  
Date: \_\_\_\_\_

DocuSign E-Signature

### COUNTY MANAGER

\_\_\_\_\_  
Date: \_\_\_\_\_

DocuSign E-Signature

### CLERK TO THE BOARD

\_\_\_\_\_  
Date: \_\_\_\_\_

DocuSign E-Signature

### IS&T DEPT

\_\_\_\_\_  
Date: \_\_\_\_\_

DocuSign E-Signature

*Additional Comments/Instructions by Department:*

FUNDS RESERVATION# \_\_\_\_\_

*Purchasing Comments:*

**From:** Darby, Willie S. <wdarby@dconc.gov>  
**Sent:** Wednesday, November 6, 2019 10:48 AM  
**To:** Cook, Kim <kcook@dconc.gov>  
**Subject:** RE: SHI EA MICROSOFT AGREEMENT

Hi Kim:

The SHI EA Microsoft Agreement and the COI are hereby approved as to form.

Thanks,

Willie

**WILLIE S. DARBY** | SENIOR ASSISTANT COUNTY ATTORNEY



County Attorney

200 E. Main St., 2nd Floor  
Durham, NC 27701  
Office - (919) 560-0709  
Fax (919) 560-0719

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CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

Table with PRODUCER (Marsh & McLennan Agency LLC) and INSURED (SHI International Corp.) information. Includes CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, and INSURER(S) AFFORDING COVERAGE (National Fire Insurance Co of Hartford, Continental Insurance Company, Continental Casualty Company).

COVERAGES CERTIFICATE NUMBER: 3 REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table listing insurance coverages: COMMERCIAL GENERAL LIABILITY (A), AUTOMOBILE LIABILITY (C), UMBRELLA LIAB (B), WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (C), and Business Personal Property (A). Includes columns for INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES

\*Property is scheduled by location. Blanket limits do not apply.

Evidence of Insurance. Waiver of Subrogation applies per written contract with respects the terms of the General Liability, Automobile Liability & Umbrella policies. Waiver of Subrogation applies per written contract with respects the terms of the Workers Compensation policy.

CERTIFICATE HOLDER

CANCELLATION

Durham County
200 East Main St., 5th Floor
Durham, NC 27701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Handwritten signature of authorized representative.

THIS CONTRACT, made and entered into this 6th day of November, 2019, for the purchase of Goods, by and between the **COUNTY OF DURHAM**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as “**PURCHASER**”, and SHI International Corp., hereinafter referred to as “**SELLER**”.

**1. TERMS.**

- A. The Seller, in consideration of the sum of One Million Seventy Nine Thousand Six Hundred Seventy Two Dollars and Sixty Six Cents (\$1,079,672.66), hereby sells to Purchaser the goods and services at the times, in the manner, at the prices, and at the place(s), pursuant to the provisions and specifications as set forth herein. **No charges of any kind not appearing in this contract will be accepted or paid by Purchaser.** It is Purchaser's discretion to accept items shipped in excess of the quantity ordered and any over shipment may be returned at Seller's expense.
  - B. The Term of this contract is effective as of the date entered above until and continue in effect for three years thereafter, unless sooner terminated as provided herein. The first date written above is November 6<sup>th</sup>, 2019. All renewal or non-renewal periods or deadlines stated in this Contract, if any, shall be calculated based on the “effective date” indicated above.
  - C. Shipments received prior to delivery date without previous approval by Purchaser may be returned or stored at Seller's expense.
  - D. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all crates, packages, packing slips, invoices, and correspondence shipped or mailed to Purchaser. All items will be accompanied by assembly instructions and operating and repair manuals, as applicable. Purchaser’s count will be accepted as conclusive on all shipments not accompanied by a packing slip.
  - E. The parts, material, and workmanship of all items are subject to inspection, testing and counting by Purchaser. Purchaser may reject for full credit or require prompt correction or replacement at Seller's expense, including the expense of unpacking, examining, repacking, storing and transporting of any item defective in material or workmanship or otherwise not in conformity with Bid No \_\_\_\_\_ (if applicable) or specifications provided by Purchaser. Goods will be delivered to the Purchaser in new condition and undamaged (unless otherwise specified by Purchaser).
  - F. This order to Seller is not transferable or assignable without the written permission of Purchaser. Seller is an independent contractor and is not an agent or employee of Purchaser.
  - G. Seller warrants that it is the sole owner of the described goods and that it has the unrestricted right to convey a clear title to the Purchaser free and clear of all encumbrances.
- 2. CHANGE:** Purchaser reserves the right to change, modify and/or cancel this order upon issuance of a change order. If the Purchaser is not notified to the contrary in writing within 10 days after the issuance of the change order, the changed and/or modification and/or cancellation is considered accepted by the Seller.
- 3. WARRANTY OF GOODS AND MATERIALS:** Seller expressly warrants that all goods, provided or used by the Seller will: conform to the drawings, specifications, samples or other descriptions furnished by the Purchaser or by the Seller; meet requirements detailed in the scope of work; be of good materials and workmanship and free from defect. This express warranty shall not be waived by reason of acceptance of the goods or payment made by the Purchaser. Seller also warrants that all items sold or furnished under this order have been produced, sold, delivered and furnished in compliance with all applicable laws and regulations.

THE SELLER WARRANTS THE MERCHANTABLE QUALITY OF THE GOODS SOLD HEREUNDER AND THAT SUCH GOODS ARE FIT FOR THE PURPOSES FOR WHICH THEY WERE PURCHASED. SUCH WARRANTIES ARE IN ADDITION TO ALL EXPRESS WARRANTIES AND WILL RUN TO THE BENEFIT OF THE PURCHASER. THE SELLER'S PERIOD OF WARRANTY WITH RESPECT TO EACH ITEM WILL BE AT LEAST AS LONG AS THAT OF THE MANUFACTURER OF SUCH ITEM, AND SELLER WILL HONOR SAME.

4. **INDEMNITY.** To the fullest extent permitted by laws and regulations, the Seller shall indemnify and hold harmless the Purchaser and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Seller or its officials, employees, or subcontractors under this Contract or under the contracts entered into by the Seller in connection with this Contract. This indemnification shall survive the termination of this agreement.
5. **INSURANCE.** Seller shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and licensed to do business in North Carolina. All of the policies required of the Seller shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the Purchaser. In the event Seller's Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation" this contract shall govern. Seller shall advise the Purchaser of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. Seller's insurance shall be primary and any insurance or self-funded liability programs maintained by the Purchaser shall not contribute with respect to the Seller's insurance. Purchaser shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the Seller. In the event Seller's Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured" this contract shall govern.

**5.1 Commercial General Liability:** Insurance Services Office (ISO) Form CG 00 01 on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

**5.2 Commercial Automobile Liability:** ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

**5.3 Worker's Compensation and Employers Liability:** as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than \$1,000,000 per occurrence.

By requiring insurance herein, the Purchaser does not represent that coverage and limits will necessarily be adequate to protect Seller, and such coverage and limits shall not be deemed as a limitation on Seller's liability under the indemnities granted to the Purchaser in this Contract. Seller shall provide the Purchaser a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. Seller shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the Purchaser at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce the obligations of the Seller to maintain such insurance or to meet its obligations under the indemnification provisions.

Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the Purchaser, which immunity is hereby reserved to the Purchaser.

6. **TERMINATION.** The Purchaser may, by written notice, terminate this contract in whole or in part, for failure of Seller to perform, including failure to deliver as and when specified. If so terminated, Seller shall be liable for all damages, including, without limitation, 1) the excess cost of re-procuring similar goods or services, 2) shipping charges for any items the Purchaser may at its option return to Seller, including items already delivered but for which Seller no longer has any use because of default, 3) amounts paid by Purchaser for any items it has received but returns to Seller, and 4) any other damages permitted by applicable law. Purchaser shall have the right to pursue any remedies provided by applicable laws.
7. **EXISTENCE.** Seller warrants that it is a corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of \_\_\_\_ and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this Agreement.
8. **COMPLIANCE WITH LAWS.** Seller shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Occupational Safety and Health Administration, (iv) the Fair Labor Standards Act, and (v) the Wage and Hour Division. In the event Seller is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and Seller may be declared ineligible for further COUNTY contracts.
9. **E-VERIFY.** As a condition of payment for services and/or goods received under this agreement, Seller shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Seller provides the services and/or goods to the County utilizing a subcontractor, Seller shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Seller shall verify, by affidavit, compliance of the terms of this section upon request by the Purchaser.
10. **EMPLOYMENT ADVERTISING REQUIREMENTS.** Seller shall post local job openings, in connection with this contract, with the City of Durham's Office of Economic and Workforce Development, the North Carolina Department of Commerce-Division of Employment Services (formerly ESC, Employment Security Commission) and with the Durham County Department of Social Services throughout term of this Agreement; provided that the foregoing requirement does not limit Seller's ability to advertise and/or otherwise post job openings with other organizations or media outlets.
11. **SECURITY BACKGROUND CHECKS.** The Seller is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining County identification badges and allowed unescorted access to County facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff's Office will conduct background investigations for those employees of the Seller who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Seller employee from employment on a County contract unless explicitly mandated by law.

The Seller will send the results of the background checks to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office on any negative determinations. The Security Manager will notify the Seller's County point of contact of the results of the review. A Seller can appeal a negative determination by the Security Manager to the County Manager for final disposition. Appeals need to be submitted in writing to the contract point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information will be updated annually by the Contractor, 90 days prior to the renewal or extension of the

contract, and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings restricted.

Additional background screening may be necessary at specific county buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the County Representative. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Contractor will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. A Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings restricted.

**12. DISPUTE RESOLUTION PROCEDURE.** To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between the Purchaser and the Seller, arising from this Agreement or the services and/or goods being provided by the Seller, shall be sent to the Durham County Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the County Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or his designee, shall notify the Mediator who will conduct a mediation and notify the Seller in writing of the decision within forty five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, the parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing the services and/or goods. The costs of the mediation shall be divided equally between the parties to the dispute.

The mediation session shall be private and shall be held in Durham County, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or goods being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of Durham and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

13. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF DURHAM  
PURCHASING DIVISION  
4TH FLOOR, 200 EAST MAIN STREET  
DURHAM, NORTH CAROLINA, 27701**

**SELLER  
SHI INTERNATIOAL CORP.  
290 DAVIDSON, AVE.  
SOMERSET, NJ 088793**

14. **CORPORATE AUTHORITY.** By execution hereof, the person signing for Seller below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the Seller.

15. **HEADINGS:** The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

16. **GOVERNING LAW.** This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.

17. **REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS.** Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Contractor/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in Exhibit B – Federal Uniform Guidance Contract Provisions Certification.

18. **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM.** It is the policy of the County to provide minorities and women-owned businesses equal opportunity to participate in all aspects of the County’s contracting programs, including but not limited to, the procurement of construction, goods and services consistent with law. The County has established an ordinance and implements an MWBE Program based on the ordinance, that promotes, increases and works towards eradicating the underutilization of minorities and women-owned businesses in the County’s contracting programs. As part of the implementation of the MWBE Program, Contractors shall complete **Attachment 2 – MWBE Utilization Form**, to provide the percentage/dollar value being subcontracted to any minority or women-owned business being utilized on this contract. Attachment 2 is hereby incorporated herein and made a part of this contract.

19. **ENTIRE CONTRACT.** This contract shall constitute the entire understanding between Purchaser and Seller and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

**IN TESTIMONY WHEREOF,** the parties have expressed their agreement to these terms by causing this Purchase of Goods Contract to be executed by their duly authorized officer or agent.

**Purchaser: COUNTY OF DURHAM**

**Seller:**

\_\_\_\_\_

**SHI** \_\_\_\_\_

**Print Name and Title: Wendell Davis, County Manager Print Name and Title: Kristina Mann, Contract SP**

**Date of Signature:** \_\_\_\_\_

**Date of Signature:** \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



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**Susan Tezai, Durham County Chief Financial Officer**



Pricing Proposal  
 Quotation #: 17658181  
 Created On: 8/29/2019  
 Valid Until: 12/31/2019

**County of Durham**

**Account Representative**

**Antonio Davis**  
 200 E Main St  
 Durham, NC 27701  
 UNITED STATES  
 Phone: (919) 560-7013  
 Fax:  
 Email: adavis@dconnc.gov

**Ralph Parmenter**  
 290 Davidson Avenue  
 Somerset, NJ 08873  
 Phone: 800-211-0831  
 Fax: 800-211-7954  
 Email: ralph\_parmenter@shii.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft 365 E3 - Subscription license - 1 user - hosted - EA Subscription, Government Community Cloud - from SA - All Languages Microsoft - Part#: AAD-34700 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 1/1/2020 – 12/31/2020	2000	\$304.67	\$609,340.00
2 Microsoft 365 E3 - Subscription license - 1 user - hosted - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: aad-34704 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C	175	\$353.81	\$61,916.75
3 Microsoft Office 365 Advanced Threat Protection - Subscription license - 1 user - hosted - GOV - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: 3GU-00001 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 1/1/2020 – 12/31/2020	2175	\$19.66	\$42,760.50
4 Microsoft Exchange Online Kiosk G - Subscription license - 1 user - hosted - GOV - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: 3PS-00001 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 1/1/2020 – 12/31/2020	25	\$19.66	\$491.50
5 Microsoft Core Infrastructure Server Suite Datacenter - Software assurance - 2 cores - volume - Win - All Languages Microsoft - Part#: 9GS-00135 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 1/1/2020 – 12/31/2020	270	\$163.80	\$44,226.00
6 Microsoft Project - Software assurance - 1 user - Enterprise, Select, Select Plus - All Languages Microsoft - Part#: 076-01912 Contract Name: Microsoft Software - Enterprise Agreement	2	\$115.48	\$230.96

Contract #: 208C  
Coverage Term: 1/1/2020 – 12/31/2020

7	Microsoft Exchange Server Enterprise Edition - Software assurance - 1 server - Enterprise, Select, Select Plus - All Languages Microsoft - Part#: 395-02504 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 1/1/2020 – 12/31/2020	1	\$712.53	\$712.53
8	Microsoft Exchange Server - Software assurance - 1 server - Enterprise, Select, Select Plus - All Languages Microsoft - Part#: 312-02257 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 1/1/2020 – 12/31/2020	1	\$124.49	\$124.49
9	Skype for Business Server - Software assurance - 1 server - Enterprise - Win - All Languages Microsoft - Part#: 5HU-00216 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 1/1/2020 – 12/31/2020	1	\$641.28	\$641.28
10	Skype for Business Server Plus CAL - Software assurance - 1 user CAL - Enterprise, Select - Win - All Languages Microsoft - Part#: YEG-00399 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 1/1/2020 – 12/31/2020	2175	\$24.57	\$53,439.75
11	Microsoft SharePoint Server - Software assurance - 1 server - Enterprise, Select, Select Plus - All Languages Microsoft - Part#: H04-00268 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 1/1/2020 – 12/31/2020	1	\$1,194.92	\$1,194.92
12	Microsoft SQL Server Enterprise Core Edition - Software assurance - 2 cores - academic - Select, Select Plus - Win - All Languages Microsoft - Part#: 7JQ-00343 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 1/1/2020 – 12/31/2020	54	\$2,209.66	\$119,321.64
13	Microsoft SQL Server Standard Core Edition - Software assurance - 2 cores - academic - Select, Select Plus - Win - All Languages Microsoft - Part#: 7NQ-00292 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 1/1/2020 – 12/31/2020	24	\$576.58	\$13,837.92
14	Microsoft System Center Standard Edition - Software assurance - 2 cores - volume - Win - All Languages Microsoft - Part#: 9EN-00198 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 1/1/2020 – 12/31/2020	8	\$18.02	\$144.16
15	Microsoft System Center Datacenter Edition - Software assurance - 2 cores - Enterprise - Win - All Languages Microsoft - Part#: 9EP-00208	8	\$48.32	\$386.56

Contract Name: Microsoft Software - Enterprise Agreement  
Contract #: 208C  
Coverage Term: 1/1/2020 – 12/31/2020

16	Microsoft Visual Studio Professional with MSDN - Software assurance - 1 user - Select - Win - All Languages Microsoft - Part#: 77D-00111 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 1/1/2020 – 12/31/2020	10	\$302.21	\$3,022.10
17	Microsoft Windows Remote Desktop Services - Software assurance - 1 device CAL - academic - Enterprise, Select, Select Plus - Win - All Languages Microsoft - Part#: 6VC-01253 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 1/1/2020 – 12/31/2020	5	\$18.02	\$90.10
18	Microsoft Windows Server Datacenter Edition - Software assurance - 2 cores - Enterprise - All Languages Microsoft - Part#: 9EA-00278 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 1/1/2020 – 12/31/2020	80	\$124.49	\$9,959.20
19	Microsoft Windows Server Standard Edition - Software assurance - 2 cores - volume - All Languages Microsoft - Part#: 9EM-00270 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 1/1/2020 – 12/31/2020	236	\$18.02	\$4,252.72
20	Microsoft PowerApps Plan 2 - Subscription license - 1 user - hosted - GOV - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: DPX-00001 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 1/1/2020 – 12/31/2020	2	\$432.43	\$864.86
21	Microsoft Project Online Premium - Subscription license - 1 user - hosted - GOV - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: 7VX-00001 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 1/1/2020 – 12/31/2020	23	\$511.06	\$11,754.38
22	Power BI Pro - Subscription license - 1 user - hosted - GOV - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: DDJ-00001 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 1/1/2020 – 12/31/2020 <b>Note:</b> Includes 27 Power Bi licenses from quote#17839403	70	\$98.28	\$6,879.60
23	Microsoft Visio Online Plan 1 - Subscription license - 1 user - hosted - GOV - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: HWT-00001 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 1/1/2020 – 12/31/2020	2	\$49.14	\$98.28
24	Microsoft Visio Pro for Office 365 - Subscription license - 1 user - hosted - GOV -	13	\$147.42	\$1,916.46

EA Subscription, Government Community Cloud - All Languages  
Microsoft - Part#: P3U-00001  
Contract Name: Microsoft Software - Enterprise Agreement  
Contract #: 208C  
Coverage Term: 1/1/2020 – 12/31/2020

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25	Microsoft Azure - Subscription license - hosted - GOV - EA Subscription, Government Community Cloud - monetary commitment - All Languages Microsoft - Part#: J5U-00001 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 1/1/2020 – 12/31/2020	13	\$1,228.50	\$15,970.50
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26	ProjOnlnEssntlAddnGOV ShrdSvr ALNG SubsVL MVL AddOn toUsrPrjctCAL Microsoft - Part#: 7DV-00002 Contract Name: Microsoft Software - Enterprise Agreement Contract #: 208C Coverage Term: 10/3/2019 – 12/31/2019 <b>Note:</b> 27 licenses from quote#17839403	27	\$28.50	\$769.50
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*Tax	\$75,326.00
Total	\$1,079,672.66

\*Tax is estimated. Invoice will include the full and final tax due.

#### Additional Comments

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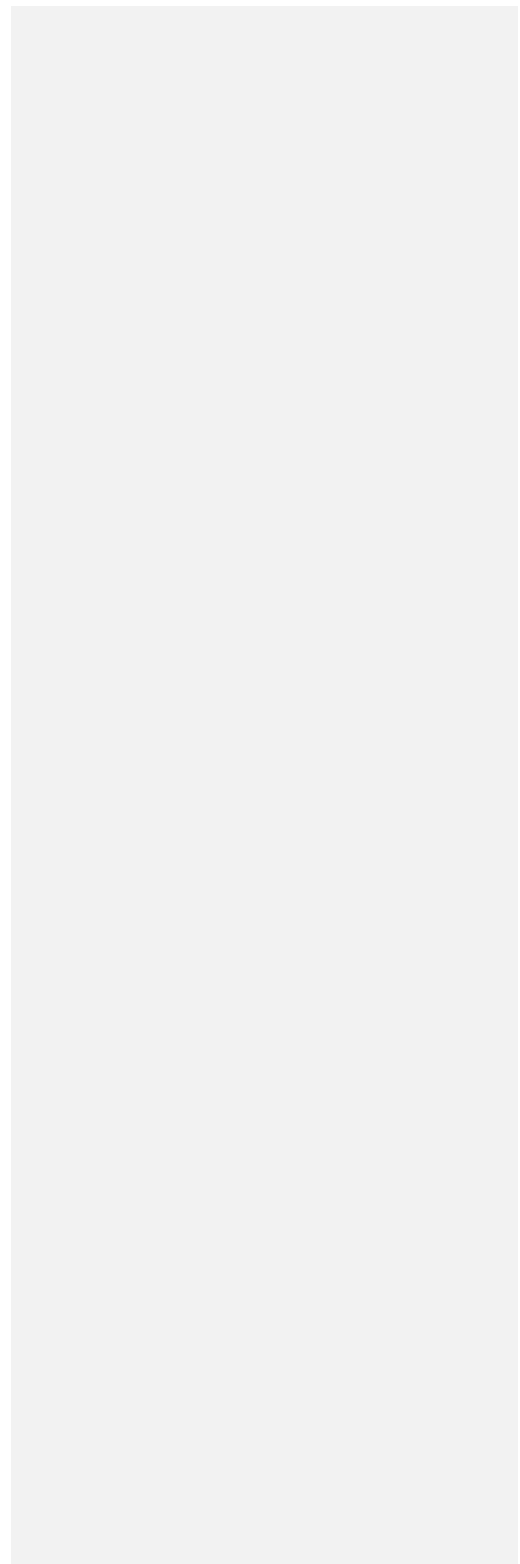
Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

Master Professional Services Agreement  
between  
SHI International Corp.  
and  
Durham County



Master Professional Services Agreement

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## Master Professional Services Agreement

This agreement, made this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), together with the Exhibits attached hereto and incorporated herein which may be added hereto from time to time by mutual agreement of the Parties, (collectively, the "Agreement") by and between SHI International Corp., having an office and place of business at 290 Davidson Avenue, Somerset, NJ 08873 ("Contractor"), and Durham County, having an office and place of business at 200 East Main Street Durham, NC 27701 ("Customer") (hereinafter collectively referred to as "the Parties," or individually as a "Party").

Commented [EA1]: Please provide address here.

WHEREAS, Contractor is in the business of, and has expertise in, providing certain services, as hereinafter described; and

WHEREAS, Customer wishes to obtain through Contractor and Contractor wishes to provide to Customer such Services;

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth herein, the Parties agree as follows:

### Article 1 - Definition of Terms

The following terms, wherever used in any documents which form part of the Agreement, shall have the meanings indicated below unless the context otherwise requires:

- A. "Affiliate" means any entity that controls, is Controlled by or is under common control with one of the Parties to this Agreement. "Control" or "Controlled" means beneficial ownership (direct or indirect) of the subject entity.
- B. "Commercially Reasonable" means taking all such steps and performing in such a manner as a well managed company would undertake where it was acting in a determined, prudent and reasonable manner to achieve a particular desired result for its own benefit.
- C. "Deliverables" means those work products, reports, documentation, and schedules to be developed and provided by Contractor to Customer in regard to the Services, as described in the SOW.
- D. "Site" means the office or other location, as designated by Customer in an SOW, for which the Services are intended, to which the Services are to be delivered or where the Services are to be carried out (if it is not to be performed at Contractor's own facility), as the case may be.
- E. "SOW" or "Scope of Work" means a document, mutually agreed by the Parties, which references these terms and conditions and describes the Services and Deliverables to be provided, the associated schedule and price, and any special conditions applicable to that SOW.
- F. "Subcontractor" means the firm, person, or corporation at any tier having a contract with Contractor for the performance of any part of the Services.
- G. "Services" means all services, labor, materials, equipment, and supplies provided by Contractor under an SOW.

### Article 2 - Rules of Interpretation

- A. The term "including" means "including, but not limited to" and shall be interpreted as broadly as possible.
- B. All references to "days" shall be calendar days, not business days, unless otherwise explicitly stated.
- C. The captions and titles to articles and paragraphs of this Agreement are only provided for convenience and have no effect on the nature, extent, construction and meaning of this Agreement.
- D. In the event of any inconsistency between the provisions of the following documents, the inconsistency shall be resolved by giving precedence in the following order:
  - 1. Amendments to this Agreement, if any;
  - 2. The SOW;
  - 3. Attachments to this Agreement in the order in which they are listed; and
  - 4. This Agreement;unless such inconsistency relates to modification to the Indemnification, Rights in Deliverables, Representations and Warranties, or Limitations of Liability Articles herein, in which case such modification must specifically state that it is amending this Agreement as so stated. This Agreement shall govern and supersede any preprinted terms and conditions stated on or attached to any SOW, invoice or other document submitted by Customer or Contractor, which are null and void with respect to this Agreement.
- E. Copies of documents referenced, attached, or incorporated in this Agreement, shall be deemed to be originals. Attachments, schedules, appendices and addenda shall be considered part of the documents in which they are referenced. Documents that are referenced in this Agreement shall have the same force and effect as if contained in their entirety.



## Master Professional Services Agreement

- F. Notwithstanding the general rules of construction, both Customer and Contractor acknowledge that both Parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement, and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

### Article 3 - Attachments

The following documents are attached and are hereby incorporated into this Agreement by reference:

A. Attachment One – SOW document dated \_\_\_\_\_

B. Or

C. Attachment One Contractor Proposal dated \_\_\_\_\_

*< delete the highlighted paragraph that doesn't apply. If neither apply, delete both and state "None" >*

### Article 4 - Scope of Agreement

- A. This Agreement is not a commitment on the part of Customer to purchase Services from Contractor. Services will be purchased on an "as ordered" basis through the execution of one or more SOW documents, directing Contractor to perform the Services and provide the Deliverables.
- B. Each SOW shall, at a minimum, contain the following:
1. The incorporation of this Agreement by reference;
  2. The location where the Services will be performed;
  3. A detailed description of the Services, including, but not limited to, performance standards and criteria, Deliverables, and/or specifications;
  4. Price, including any applicable fees, expenses, not-to-exceed amounts, type (fixed price, time and material, unit price) and payment terms;
  5. The SOW term and Schedule;
  6. Acceptance criteria;
  7. The signatures of the Parties' authorized representatives and dates of signature.

### Article 5 - Term of Agreement, SOW

- A. This Agreement shall be effective on the Effective Date and continue in effect for three years thereafter, unless otherwise mutually extended by the Parties, or if terminated in accordance with this Agreement.
- B. The individual SOW shall be effective on the date when the Parties affixed their signature onto the SOW, and shall continue in effect through the end of the term of the SOW, unless terminated in accordance with this Agreement.

### Article 6 - Rights in Deliverables

- A. Unless otherwise specifically agreed to in a SOW, any and all Deliverables created, developed, or prepared by Contractor, its employees or Subcontractors shall be deemed a "work for hire" for the sole benefit of and belonging exclusively to Customer. To the extent any Deliverable is not deemed a "work for hire" by operation of law, Contractor hereby irrevocably assigns, transfers and conveys, and shall cause its Subcontractors irrevocably assign, transfer and convey to Customer all of its and their right, title and interest in all Deliverables under the SOW, including, but not limited to, all rights of patent, copyright, trade secret and other proprietary rights in such Deliverable. All other intellectual property rights and other proprietary rights in and to the Services, and information, know-how and processes developed by Contractor, or anyone acting on Contractor's behalf arising from the Services performed hereunder shall be the sole and exclusive property of Contractor and shall not be claimed to be owned by Customer or their employees.
- B. Contractor shall provide to Customer all Commercially Reasonable assistance, execute such documents, and take all such other actions, which may be reasonably required to perfect the foregoing rights to the Deliverable including, but not limited to, directing its employees to execute all applications for patents and/or copyrights, assignments, and other papers necessary to secure and enforce Customer's rights to such Deliverable.
- C. Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any derivatives, modifications and enhancements thereto, (2) Confidential Information of Contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third party licensors during the performance of this Agreement.
- D. In the event and to the extent that the Deliverable contains any Confidential Information of Contractor and/or preexisting proprietary software, items, elements, tools, and/or scripting of Contractor, Contractor shall specifically identify such information, software, items, elements, tools, and/or scripting in the applicable SOW (including whether Contractor or a third party is the owner, and if a third party is the owner, a copy of the

## Master Professional Services Agreement

license terms, if different from the following, shall be provided in writing to Customer for approval prior to Customer signing the SOW) and Contractor shall be deemed to have granted and hereby grants to Customer a nonexclusive, perpetual, royalty-free, irrevocable, transferable, worldwide, and enterprise-wide license to use, reproduce, alter, adapt, modify, display and perform (publicly or otherwise), distribute, and make derivative works of such information, software, items, elements, tools, and/or scripting. Third party owned software, items, elements, tools, and/or scripting will be subject to the license terms of the third party owner, provided such terms are disclosed to and approved by Customer prior to execution of the applicable SOW. Contractor shall not incorporate any third party intellectual property in any Deliverable except as expressly permitted in the SOW.

### Article 7 - Invoicing, Terms of Payment, Price and Tax

- A. All invoices shall be submitted to the remit-to address specified in an SOW, submitted as specified in the SOW, and shall reference the SOW number.
- B. Subject to reconciliation with the terms of this Agreement, including verification that the Services were satisfactorily delivered, the invoice shall be paid ("paid" being defined as "issuance of payment from Customer's Accounts Payable Department") net thirty days after receipt of a valid invoice at the above referenced remit-to address.
- C. Any invoice or portion thereof that is subject to a good faith dispute will not be paid; in such case, Customer will promptly notify Contractor of any rejected invoice or portion thereof, with reasons for such rejection. The rejected costs, adjusted to the extent as mutually agreed to, shall then be re-invoiced on a separate invoice and paid net fifteen calendar days thereafter.
- D. Price  
The Price to be paid by Customer to Contractor for the Services shall be specified in the SOW.
- E. Tax
  - 1. Customer will be responsible for payment of any federal, state, and local sales, use, withholding tax, duties or similar taxes imposed or based on the sale of Services and/or products provided under this Agreement. Taxability will be calculated based on the location the Services were performed.
  - 2. When Contractor is authorized to collect such taxes, they will be separately stated on Contractor's invoices and reported and paid to appropriate taxing authorities by Contractor. For locations where Contractor is not authorized to collect such taxes, no tax will be shown on Contractor's invoice, and, if applicable, customer will be responsible for remitting such tax payments directly to the appropriate taxing.
  - 3. At Customer's request, Contractor will, to a Commercially Reasonable extent, file any certificate or other document which may cause any such tax to be avoided or reduced, and cooperate with Customer in contesting any such tax or in claiming, on Customer's behalf, refunds of any such taxes paid by or on behalf of Customer.
  - 4. All other taxes, including, but not limited to a Party's operations, such as payroll or income taxes, federal, state, and local income taxes, franchise taxes, gross receipts taxes, federal, state, and local sales and use taxes, and property taxes shall be the responsibility of the Party that incurs the tax liability.

### Article 8 - Contractual Relationships

- A. Customer/Contractor Relationship: Contractor shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of Customer in performing the Services under the Agreement. It is the intent of the Agreement that the relationship of Customer and Contractor be that of the "customer" and "independent contractor." As an independent contractor, Contractor shall determine the means and methods for satisfactorily performing the Services.
- B. No Privity with Subcontractors: Any provision herein referring to Contractor's Subcontractors, describing how subcontracts may be authorized by Customer or requiring Contractor to incorporate a provision hereof in agreements with its Subcontractors, agents or assigns shall not create privity of contract between Customer and such Subcontractors, their agents and assigns.

### Article 9 - Indemnification

- A. Each Party (the "Indemnifying Party") shall, to the extent permitted by law, indemnify, defend and hold harmless the other Party and its respective employees, officers, directors, agents and representatives (the "Indemnified Party") from and against any and all third party claims, actions liabilities, losses and damages (collectively, a "Claim") to the extent caused by or arising out of the gross negligence, willful misconduct, or violation of law of the Indemnifying Party or any agent of the Indemnifying Party in the course of its performance under this Agreement, including but not limited to personal injury, death, damage to property (tangible or intangible), infringement of intellectual property rights, and/or injury, sickness, or disease to persons (including death), infringement of civil rights or other tortious acts settlements, judgments, court costs, reasonable attorneys' fees,

## Master Professional Services Agreement

fines, penalties and other litigation expenses. This indemnity shall apply to all Claims against the Indemnified Party made or threatened by, or in the name of or on behalf of the Indemnifying Party's employees which arise in the course of their employment. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of Customer, which immunity is hereby reserved to Customer.

- B. The Indemnified Party shall provide timely written notice to the Indemnifying Party of any claim, loss, suit, demand or lien under this Article that it becomes aware of. The Indemnified Party's failure to promptly notify the Indemnifying Party shall limit the Indemnifying Party's obligations to the extent that such failure prejudices Indemnifying Party's ability to defend the Claim.
- C. The Indemnifying Party shall have the right to assume exclusive control of the Claim, and the Indemnified Party shall provide reasonable assistance in the defense of the Claim at the Indemnifying Party's expense. The Indemnifying Party may: (a) use counsel of Indemnifying Party's own choosing (subject to the Indemnified Party's written consent, which shall not be unreasonably withheld) to defend against the Claim; and (b) settle the Claim as the Indemnifying Party deems appropriate, provided that the Indemnifying Party obtains the Indemnified Party's prior written consent, which shall not be unreasonably withheld, before entering into any settlement which will impact the Indemnified Party's rights under this Agreement. The Indemnified Party may also, , assume control of the defense and settlement of the Claim at any time at its own expense, as long as the Indemnifying Party is released of its obligations under this clause.
- D. If the Indemnified Party is obligated to respond to a third party subpoena or other compulsory legal order or process as a result of a Claim, the Indemnifying Party will reimburse the Indemnified Party for reasonable attorneys' fees, as well as time and materials costs incurred in responding to such third party subpoena or other compulsory legal order or process.

### Article 10 - Limitation of Liability

- A. ~~EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT,~~ NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- B. EXCEPT IN THE CASE OF A PARTY'S OBLIGATION TO INDEMNIFY FOR THIRD PARTY CLAIMS UNDER ARTICLE 9 (INDEMNIFICATION), OR BREACH OF CONFIDENTIALITY UNDER ARTICLE 11 (CONFIDENTIAL INFORMATION) EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER TO CONTRACTOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. CUSTOMER ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CONTRACTOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

Commented [EA2]: We cannot agree to carve outs.

### Article 11 - Confidential Information

- A. If a Party to this Agreement, its subcontractors and agents (the "Receiving Party") obtains access to Confidential Information (as defined below) of the other Party (the "Disclosing Party") in connection with the negotiation of or performance under this Agreement, the Receiving Party agrees that:
  - 1. The Disclosing Party shall retain ownership of the Confidential Information and that the Receiving Party shall not acquire any rights therein, except the right to use such Confidential Information to the extent provided in this Agreement.
  - 2. The Receiving Party shall use at least the same degree of care to protect the Confidential Information from unauthorized disclosure or access that the Receiving Party uses to protect its own Confidential Information, but not less than reasonable care, including measures to protect against the unauthorized use, access, destruction, loss and alteration of such Confidential Information.
  - 3. The Receiving Party agrees not to use the Confidential Information received from the other during the term of this Agreement, either directly or indirectly, to solicit business from any individual, company, agency or institute, or to interfere with, impair or hinder any relationship between the Disclosing Party and any of its customers, prospective customers, suppliers, strategic partners, Affiliates or investors, or in any other manner to compete against the Disclosing Party.
  - 4. Except as otherwise provided in this Agreement, no Confidential Information disclosed pursuant to this Agreement shall be made available by the Receiving Party to any third party for any purpose, except to an Affiliate, consultant, attorney, subcontractor, or potential subcontractor who needs to know the Confidential

## Master Professional Services Agreement

Information for the performance of this Agreement and provided that they agree to be bound by the terms and conditions of this Article or another written agreement sufficient to require them to treat Confidential Information in accordance with this Agreement. The Receiving Party agrees to indemnify the Disclosing Party for any violation or breach of such restrictions.

- B. "Confidential Information" shall mean: (1) information which is (a) in tangible form, clearly and conspicuously identified by the Disclosing Party or a third party as proprietary and/or confidential (by stamp, legend or otherwise) when disclosed or, (b) in intangible form, if its proprietary and/or confidential nature is first announced, and then reduced to writing ("Summary") and furnished to the Receiving Party within thirty days of the initial disclosure, in which case the Confidential Information contained in such Summary shall be subject to the restrictions herein; (2) all information about or belonging to the Disclosing Party that is disclosed or otherwise becomes known to the Receiving Party in connection with this Agreement and that is not a matter of public knowledge; and (3) all trade secrets and intellectual property owned or licensed by the Disclosing Party. The terms of this Agreement, along with the fact of this Agreement's existence, are the Confidential Information of both Parties.
- C. Each Party shall endeavor to keep to a minimum the amount of Confidential Information that is furnished to the other upon which restrictions are imposed.
- D. Information of the Disclosing Party shall not be considered Confidential Information to the extent that the Receiving Party can demonstrate that such information:
1. was previously rightfully known by the Receiving Party free of any obligation to keep it confidential; or
  2. is or becomes publicly known through no wrongful act of the Receiving Party; or
  3. is independently developed by the Receiving Party without reference to, use of, or access to the Confidential Information of the Disclosing Party.
- E. If Confidential Information is subject to disclosure pursuant to a subpoena, judicial or governmental requirement, or order, the Receiving Party shall give the Disclosing Party sufficient prior notice of such subpoena, requirement, or order, to permit the Disclosing Party a reasonable opportunity to object to the subpoena, requirement, or order and to allow the Disclosing Party the opportunity to seek a protective order or other appropriate remedy. Except in connection with a failure in the discharge of responsibilities set forth in the preceding sentence, the Receiving Party shall not be liable in damages for any disclosure of Confidential Information pursuant to judicial decree or government regulation.
- F. The confidentiality obligations of each Party under this Agreement will survive any expiration or termination of this Agreement for a period of three years after receipt of such Confidential Information, or such time as may be required by federal or state law or regulations, whichever shall last occur. Upon the expiration of this Agreement, written request of the Disclosing Party or the Receiving Party's determination that it no longer has a need for such Confidential Information, the Receiving Party shall return all Confidential Information and copies in tangible form thereof or certify in writing that it has destroyed all Confidential Information and copies in tangible form thereof. Notwithstanding the foregoing, neither Party is obligated to return or destroy Confidential Information that (a) it is required by law or regulation to retain, (b) is commingled with other information or documents of the Receiving Party if it would pose a substantial administrative burden to destroy such Confidential Information, or (c) is contained in an archived computer system or backup made by the Receiving Party in accordance with its standard security or disaster recovery procedures, provided in each case that: (i) such retained documents will eventually be erased or destroyed in the ordinary course of records management and/or data processing procedures; and (ii) that the Receiving Party remains fully subject to the obligations of confidentiality in this Agreement until the later of the eventual destruction or the termination or expiration of the confidentiality obligations set out in this Agreement.
- G. The rights, duties and obligations of the Parties with respect to all Confidential Information disclosed before the date of this Agreement in contemplation of the execution of this Agreement shall be as set forth in this Article.

### Article 12 - Representations and Warranties

- A. Contractor represents and warrants the Services and Deliverables will conform in all material respects to the specifications and requirements therefor as set forth in SOWs and/or this Agreement and will be free of material defects for ninety days commencing with Final Acceptance of the Services and Deliverables unless otherwise specified in the SOW (the "Warranty Period").
- B. Contractor represents and warrants that it is authorized to execute the Agreement, is qualified to perform the Services, has all necessary licenses, consents, approvals, permits and authorizations required to perform the Services, has the right to provide the Services without violating any obligation to or any rights of any third party, including, without limitation, any third party's intellectual property rights, will perform all Services hereunder in accordance with any and all applicable laws, regulations, rules and orders, and has good title to the goods,

## Master Professional Services Agreement

materials, supplies and equipment constituting the Services, free from all liens, encumbrances and claims of others.

- C. If during the Warranty Period, (1) a material defect or nonconformity occurs or appears in the Services or Deliverables, or (2) any part of the Services or Deliverables becomes materially defective or fails due to defects in workmanship, or due to Contractor's negligence, or (3) the Services or Deliverables fail otherwise to materially meet the requirements of the Agreement, upon notification by Customer, Contractor shall promptly correct any such defects or nonconformities hereunder by repair, replacement or reaccomplishment as determined by Contractor with due regard for the integrity and scheduling of the project (of which the Services is a part) as a whole.
- D. Contractor represents and warrants that it will perform the Services in a timely manner and with a high degree of professional skill and care using customarily accepted good and sound professional practices and procedures in the industry. While at any Customer site, Contractor and its Subcontractors shall comply with Customer's policies, rules and reasonable requests regarding personal and professional conduct (including the wearing of an identification badge and adhering to safety, behavior and security practices and procedures) generally applicable to such premises.
- E. The Services and any Deliverables will not contain any computer instructions, circuitry or other technological means whose purpose is to disrupt, damage or interfere with Customer's use of the Services, Deliverables or its computer and telecommunications facilities.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO SERVICES OR DELIVERABLES TO BE PROVIDED BY CONTRACTOR HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS.

### Article 13 - Publicity, Marks

- A. During or after the term of this Agreement, the Contractor shall not release any information (other than to its subcontractors on a need to know basis for purposes of performance under this Agreement and subject to the terms of this Agreement), including news releases, publicity, promotional, marketing, or other materials, media, or activities, any name, trade name, trademark, service mark, logo, or any other designation relating to the Customer, its Affiliates, or this Agreement, without the Customer's prior written approval and compliance with any terms and conditions related to such use which the owner of the mark provides to the other Party.
- B. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever.

### Article 14 - Insurance

- A. Contractor represents that it now carries, and agrees it will continue during the term of the SOW to carry, as a minimum, insurance as listed below:

Type of Coverage	Limits of Liability
1. Worker's Compensation	Statutory
2. Employers' Liability	\$1,000,000 Bodily Injury by Accident or Disease, per person
3. Commercial General Liability including:	\$1,000,000 Each Occurrence
• Damage to Rented Premises	\$1,000,000 Each Occurrence
• Medical Expenses	\$ 10,000 (any one person)
• Personal & ADV Injury	\$1,000,000
• General Aggregate	\$2,000,000
• Products/Completed Operations Aggregate	\$2,000,000
4. Automobile Liability Insurance (owned, hired, and non-owned)	\$1,000,000 Combined Single Limit (each accident)
5. Excess/Umbrella Liability	\$15,000,000 Each Occurrence \$15,000,000 Aggregate
6. Commercial Crime Policy	\$1,000,000 / \$100,000 deductible
7. Errors & Omissions	\$5,000,000 Each Occurrence \$5,000,000 Aggregate
8. Cyber Liability	\$1,000,000 Aggregate

## Master Professional Services Agreement

- B. Prior to the start of on-site Services, at each subsequent policy renewal date, and each time a change is made in any insurance policy or insurance carrier, Contractor shall furnish one (1) insurance certificate to Customer for the foregoing coverages as proof of such insurance. The certificate shall include:
1. Name of insurance carrier, policy number and expiration date;
  2. This Agreement number, or statement of blanket applicability;
  3. The coverages required, whether on the basis of claims made or per occurrence, and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of Contractor);
  4. A statement waiving subrogation in favor of Customer **if allowed by law**; and
  5. All policies required by this Agreement shall be written by insurance carriers licensed to do business in the state in which the service is performed.
- C. The coverage may not be canceled, altered or permitted to lapse or expire without thirty days' advance written notice to Customer, except in the case of cancellation for insurance premium non-payment, in which case Customer shall be notified ten days prior to such cancellation.

### Article 15 - Laws, Regulations and Permits

- A. Contractor shall at all times comply with all applicable federal, state and local laws, ordinances, statutes, rules or regulations including but not limited to those relating to wages, taxes, hours, environmental, fair employment practices, equal opportunity, antidiscrimination, safety, fire prevention E-Verify, and working conditions.
- B. Export of Deliverables is subject to applicable US export regulations, and Customer shall comply with all such regulations.

### Article 16 - Assignment and Subcontracts

- A. Neither Party may assign, subcontract, or transfer the Agreement or any part thereof without the other Party's prior written consent, and any such assignment or transfer without such consent shall be null and void. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets.
- B. Notwithstanding Customer's written consent to a proposed subcontract, Contractor shall remain responsible for all subcontracted Services and the payment therefor, and Contractor shall be liable to Customer for the acts and omissions of any subcontracted entity, their agents, representatives and persons directly or indirectly employed by them.
- C. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, successors and assigns permitted by this Agreement.

### Article 17 - Authorized Representatives, Notices and Other Correspondence

- A. Contract Representatives, Notices
  1. Any notice or demand required under the terms of this Agreement that must be made in writing shall be sent by facsimile, certified or registered mail, delivered by hand via a nationally recognized overnight carrier, or sent by Email with receipt confirmation addressed to the "Contract Representatives" named below. The effective date of any such notice shall be (1) upon evidence of successful facsimile or Email transmission, or (2) five days following the date mailed for certified or registered letters and two days following the date mailed for overnight letters, or (3) when delivered, if in person or by overnight carrier.
  2. The Contract Representatives are designated as follows:
 

For Customer	For Contractor
****[please provide]	Contracts Department SHI International Corp. 290 Davidson Avenue Somerset, NJ 08873 Email: contracts@shi.com
  3. The Contract Representatives shall have the authority to make binding and enforceable decisions on behalf of their employer, and to accept service of commercial notices and other contractual correspondence which a Party desires to give or is required to be given under this Agreement. Either Party may change its Contract Representative designee by giving the other Party prior written notice thereof
  4. Task Managers  
The Task Managers shall be identified in the SOW, and shall have the authority to make technical decisions within the scope of the Services, on behalf of the Parties. Technical notices, work records, and

## Master Professional Services Agreement

other technical information, drawings, instruction manuals, etc., shall be addressed to the respective Task Manager. The Task Manager is not authorized to waive any provision of, or amend this Agreement.

### Article 18 - Personnel, Materials, and Workmanship

- A. Contractor shall employ for the Services only persons known to it to be experienced, qualified, reliable and trustworthy; and, at Customer's request, the credentials of any of Contractor's or Subcontractor's employees assigned to perform the Services shall be submitted to Customer in advance of such assignment. All persons performing Services for Customer on Customer's Site shall be required to comply with Customer's applicable requirements (e.g., policies, procedures, directives) provided to Contractor.
- B. During the Term of the Agreement, Customer may reject any person under Contractor's control (including any Subcontractor) who in Customer's reasonable opinion does not meet these criteria or is otherwise objectionable, whereupon Contractor shall, at its expense and risk, remove and replace such employee.
- C. Personnel Non Solicitation
  - 1. Neither Party will actively solicit for hire, nor knowingly allow its employees to solicit for hire, any employee (or employee of a Subcontractor) of the other Party directly providing Services under an SOW to his Agreement during the term of this Agreement, plus twelve (12) months after its expiration.
  - 2. This provision shall not restrict in any way the right of either Party to solicit generally in the media for personnel or to hire personnel who respond to such solicitations, or the right to respond to unsolicited inquiries from employees, contractors, or representatives of the other Party and subsequently hire them.
  - 3. Notwithstanding the foregoing, the Parties agree that hiring of an employee directly providing Services under an SOW to his Agreement during the time period described in Paragraph 1. above will entitle the former employer to liquidated damages from the hiring Party, consisting of an amount equal to one (1) year's gross salary for such employee hired.

### Article 19 - Property, Materials and Goods

- A. Title to all property, materials and goods furnished by Customer to Contractor shall remain vested in Customer.
- B. Title to all property, materials and goods purchased by Contractor for Customer hereunder and explicitly identified as Deliverables in the SOW shall pass to and vest in Customer upon acceptance by Customer and payment in full for the Services to Contractor.

### Article 20 - Changes

- A. Customer may change the Services, within the general scope of the Agreement, as and when it deems necessary. Customer will use its commercially reasonable efforts to provide reasonable prior notice of such change(s) to enable Contractor to promptly commence implementation, advise sureties, etc. Such change may, among other things, increase or reduce the scope of the Services or accelerate or decelerate the schedule for the Services without invalidating the Agreement.
- B. If any such change results in an increase or decrease in the cost of the Services (whether or not such cost is expressly changed in the Contract Representative's direction) or otherwise affects any provisions of the Agreement, a mutually agreeable equitable adjustment shall be made in the Agreement price, the schedule of Services and/or such other provisions of the Agreement as may be so affected, and the Agreement shall be modified in writing accordingly. Any request for equitable adjustment by Contractor under this Article must be asserted within fourteen (14) calendar days after it receives such Customer direction; provided, however, that if Customer believes that the facts justify such action, it may receive and act upon a request for equitable adjustment asserted at any time prior to final payment under the Agreement. Even if the Parties fail to agree upon the price or schedule effect of a change, Contractor shall proceed to implement the Services as changed without delay.
- C. If Contractor proposes to change the Services as set forth in the Agreement documents, at its sole cost and risk, it shall prepare and furnish to Customer a proposal describing the change; its effect on the Services, the schedule and Customer's costs and benefits; and the Subcontractor (if any) who is to perform the change, together with the plans and specifications for such change. No such change shall be implemented without Customer's Contract Representative's prior written approval.

### Article 21 - Force Majeure

- A. Neither Party to this Agreement shall be liable to the other to the extent any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, is due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other Party, or unusually severe weather affecting Customer, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.



## Master Professional Services Agreement

- B. The Party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the event causing the failure or delay has ceased. Contractor shall notify Customer promptly of any such delay and shall specify the effect on the Product delivery as soon as practical.
- C. Notwithstanding any of the foregoing to the contrary, neither Party shall be excused from those obligations not directly affected by a Force Majeure Event, and if the Force Majeure Event is caused by a Party's failure to comply with any of its obligations under this Agreement or by such Party's negligence or omission, there shall be no relief for such Party from any of its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, if the delay or interruption of performance resulting from a Force Majeure Event exceeds thirty days, then the Party receiving the delayed performance may terminate this Agreement upon ten business days' notice to the other Party.

### Article 22 - Termination

#### A. Termination for Convenience

- 1. Either Party may terminate the Agreement, in whole or in part, upon thirty days' notice, without cause and for its own convenience, by giving the other Party written "Notice of Termination for Convenience," specifying the extent to which the Agreement is terminated and the date upon which such termination becomes effective.
- 2. Customer shall have the right to terminate for its convenience, or postpone, in whole or in part, any SOW, without penalty, provided that notice of such termination or postponement is received by Contractor prior to start of Services or incurring of expenses.
- 3. After receiving such a "Notice of Termination for Convenience" and except as otherwise directed by Customer's Agreement Representative, Contractor shall:
  - a. stop the Services on the date and to the extent specified in the termination notice;
  - b. place no further orders for products or subcontracts except as may be necessary for completing such portions of the Services that have not been terminated;
  - c. terminate all orders and subcontracts to the extent that they relate to the portions of the Services terminated; and
  - d. take such action as may be necessary or as Customer may direct to protect and preserve the property related to the Services which is in Contractor's possession and in which Customer has or may acquire an interest.
- 4. In the event of a termination for convenience, Contractor will submit to Customer's Contract Representative a specific, detailed, request for equitable adjustment for review and payment. Such request for equitable adjustment shall be submitted promptly, but not later than thirty days after the effective date of termination. Customer shall pay Contractor its actual, necessary, reasonable and verifiable expenses as a direct consequence of such termination, and Customer shall be entitled to all the Deliverables or partially completed Deliverables it has paid for. Contractor shall furnish all necessary documentation to substantiate its expenses to Customer's reasonable satisfaction. Contractor shall make every reasonable effort to mitigate costs. In no event shall Customer be liable for unabsorbed indirect expenses, unabsorbed overhead expenses, lost or anticipated profits, nor shall Customer's liability for termination expenses exceed the unpaid balance of the SOW Price.
- 5. Notwithstanding the foregoing, any termination for convenience that results in returns of software or hardware shall be subject to charges imposed by the OEM/Distributor associated with such software or hardware.

#### B. Termination for Default

- 1. Either Party may terminate this Agreement in whole or in part by giving the defaulting Party a written "Notice of Termination for Default," specifying one or more of the following causes or circumstances:
  - a. if a Party becomes insolvent or makes a general assignment for the benefit of creditors; or
  - b. if a petition under the Bankruptcy Code is filed by or against a Party; or
  - c. if material and adverse developments affecting a Party's business come to the attention of the non-defaulting Party, and it seeks but fails to receive from the Party in default reasonable assurances, in writing, as to its ability and intention to perform and complete its obligations under this Agreement; or
  - d. if a Party becomes involved in legal proceedings that in the non-defaulting Party's reasonable opinion materially interferes or will materially interfere with the non-defaulting Party's obligations under this Agreement; or
  - e. if the defaulting Party fails to perform any of the other material provisions of this Agreement or the SOW and the Party in default does not cure such failure or substantially commence cure of such failure



## Master Professional Services Agreement

within ten business days (or such longer period as the non-defaulting Party may authorize in writing) after receipt of notice from the non-defaulting Party specifying such failure.

- C. Termination of this Agreement shall not affect the obligations of Customer or Contractor under any existing SOW issued under this Agreement, and such SOW shall continue in effect as though this Agreement had not been terminated, and was still in effect with respect to such SOW.
- D. Upon termination or expiration of this Agreement Contractor shall promptly deliver to Customer any Deliverables and other property related to the Services which are in Contractor's possession and/or in which Customer has or may acquire an interest.

### Article 23 - No Waiver

Any failure by either Party to insist upon observance or performance by the other of the provisions of this Agreement shall not be deemed a "course of dealing," waiver of any such provision, or a waiver of the right of the Parties to enforce any and all provisions in the future. No waiver shall be binding unless it is in writing and signed by the Parties' Contract Representative. Any written waiver shall apply only to the specific default or to the instance specified, and a waiver of any default shall not be deemed a waiver of any other default, whether or not similar to the default waived.

### Article 24 - Severance

Should any of these terms and conditions be declared unenforceable in law for whatever reason, all other terms and conditions shall survive and the unenforceable provision(s) will be severed from these terms and conditions and the balance of the terms and conditions shall be binding on both Parties as if the severed provision(s) had never existed, unless performance thereof is rendered legally impractical and no longer fulfills the intentions this Agreement.

### Article 25 - Claims/Disputes/Governing Laws

- A. This Agreement, any Order thereunder, and any claims or disputes arising out of or relating thereto shall be governed by the laws of North Carolina. Now without regard to: (1) conflict of law principles; (2) the United Nations Convention on Contracts for the International Sale of Goods; and, (3) the Uniform Computer Information Transactions Act ("UCITA"). The Parties hereby consent to the exclusive jurisdiction and venue in the federal and state courts of the State of North Carolina in connection with any dispute or other matter arising out of this Agreement.
- B. Any claim or dispute which either Party may have against the other, arising out of this Agreement shall be presented by the claimant in writing to the other Party not later than thirty days after circumstances which gave rise to the claim or dispute have taken place or become known to the claimant, whichever is later. The claim or dispute shall contain a concise statement of the question or dispute, together with relevant facts and data to fully support the claim.
- C. In the event of any such claim or dispute, the Parties' Contract Representatives shall use their best efforts to negotiate a settlement. Upon the failure of such negotiations, such claim or dispute shall be further negotiated between more senior officials from each of the Parties who shall have decision making authority (but not direct responsibility for the administration of this Agreement); provided however, that nothing therein contained shall prohibit either Party from terminating its participation in the dispute during any stage of the process.
- D. If any claim or dispute arising hereunder is not resolved through such negotiations within thirty days following written presentment pursuant to paragraph B., above, either Party may, upon giving the other Party at least ten days prior written notice, initiate litigation submitting such claims or disputes for decision by a court of competent jurisdiction within the venue stated in paragraph A., above, in accordance with the rules of that court and laws of that jurisdiction. Either Party may, at its option and at any time during the dispute resolution process, seek injunctive relief (including, but not limited to preliminary injunctive relief).
- E. Except as specifically provided in this Article, neither Party shall institute any action or proceeding against the other Party in any court with respect to any dispute that is or could be the subject of a claim or proceeding pursuant to this Article.
- F. The Parties acknowledge that the remedies available to them under this Agreement, or that would otherwise be available at law, will be inadequate in case of any default or threatened default in the performance of the Parties' respective obligations under this Article and that such obligations shall be enforceable by a decree for the specific performance or by an injunction against any actual or threatened violation thereof.
- G. Except as expressly stated in this Agreement, the Parties' rights and remedies hereunder shall be cumulative and not exclusive of each other, shall be in addition to all other rights and remedies at law or in equity, and may be pursued separately or concurrently as the aggrieved Party determines.
- H. The prevailing Party in any litigation arising out of or relating to this Agreement shall be entitled to recover its expenses, costs of litigation (including, without limitation, clerk, paralegal, and expert witness costs), and

**Master Professional Services Agreement**

reasonable attorneys' fees from the losing Party, whether or not otherwise specifically awardable under any law or court rule.

**Article 26 - Survival of Obligations**

The obligations of the Parties in the following Articles herein shall survive termination, cancellation or expiration of this Agreement:

- Article 6 - Rights in Deliverables
- Article 9 - Indemnification
- Article 10 - Limitation of Liability
- Article 11 - Confidential Information
- Article 12 - Representations and Warranties
- Article 25 - Claims/Disputes/Governing Laws

**Article 27 - Execution/Counterparts/Electronic Transmission**

This Agreement (and any SOW) may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute one and the same document when a duly authorized representative of each Party has signed a counterpart. The Parties may sign and deliver this Agreement (and any SOW) by facsimile or other electronic transmission. Each Party acknowledges that the delivery hereof by facsimile or other electronic transmission will have the same force and effect as delivery of original signatures.

**Article 28 - Entire Agreement**

This Agreement, including all SOWs issued by Customer and accepted by Contractor pursuant to this Agreement, shall constitute the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement and any SOW shall not be modified or rescinded, except by a writing signed by Contractor and Customer. The provisions of this Agreement supersede all contemporaneous and prior oral and written communications, understandings and agreements of the Parties with respect to the subject matter of this Agreement.

**Authorization**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

***Durham County***

***SHI International Corp.***

By: \_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

By: \_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date



**MWBE UTILIZATION FORM**

This MWBE Utilization Form is an integral part of the contract between the County of Durham and SHI International Corp. (Contractor), which contract is dated \_\_\_\_\_. The purpose of this form is to assist in identifying minority participation associated with County contracts.

**Note: If Purchasing has already performed MWBE pre-award compliance during a bid process and/or BOCC contract approval, please attach the pre-award compliance form to this form and submit with the contract. Completing the remainder of this form will not be required.**

Description of Services/Goods Microsoft Volume Licensing

Contract Amt \$1,079,672.66 Contract Term 3 years

Please check one:

Contractor will provide 100% of the services/goods for this contract.

Contractor will **subcontract** a percentage of the services/goods for this contract to a non-minority business enterprise or a non-profit.

Contractor will **subcontract** a percentage of the services/goods for this contract to the minority-owned business enterprise(s) identified below.

Minority Business Enterprise Name, Address & E-Mail	Minority Category*	Description of Work	Percentage %	Dollar Value

\*Minority Categories: Black/African American (B), Female (F), Hispanic (H), Asian American (A), American Indian (I)

**Durham County Goals for M/WBE Participation in the Procurement of Goods, Services and Construction**

Categories	Construction	Architect/Engineer	Services	Goods	MWBE % Availability (Median Availability)
Black American	14.6	9.8	10.9	2.8	10.4%
Asian American	1.3	3.0	1.1	.43	1.3%
Hispanic American	4.2	1.8	1.1	.43	1.5%
American Indian	.65	.75	1.0	.5	.70%
White Female	13.8	11.0	9.5	7.1	10.3%
<b>Overall MWBE Participation Goal</b>					<b>25.0%</b>

***This form shall accompany all contracts submitted to Purchasing.***