

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN
MASTER SALES AGREEMENT WITH
NORTH AMERICAN COMMUNICATIONS RESOURCE INC. ("NACR")

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers;

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board;

WHEREAS, the County occasionally purchases hardware and software from NACR;

WHEREAS, NACR requested that the County enter into a Master Sales Agreement, said Master Sales Agreement would be applicable to future hardware and software purchases from NACR; and

WHEREAS, the County desires to enter into said Master Sales Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and authorizes the Chairman to sign the attached Master Sales Agreement, and any other related documents, the same being approved by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the

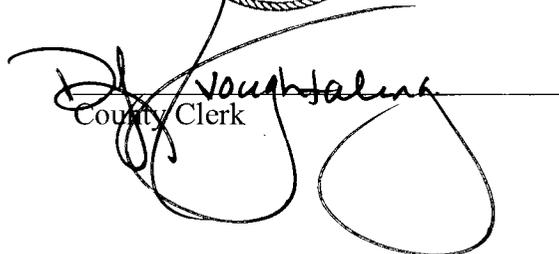
19th day of August, 2014.

Attest

SEAL




Sarpy County Board Chairman


County Clerk

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE SUITE 1220
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Purchasing/Contract Administrator
(402) 593-4476

MEMO

To: Sarpy County Board of Commissioners

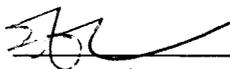
From: Beth Garber

Re: Master Sales Agreement with NACR

From time to time the County purchases various hardware and software from North American Communications Resource, Inc. (NACR) for our phone and/or network systems. While these purchases do follow the County Purchasing Act, NACR has requested we sign a Master Sales Agreement for all future purchases. The agreement will allow the County to work more efficiently with NACR while following our purchasing procedures by predefining all working terms and conditions of future purchases. The County holds several master agreements with other firms including engineering services for Public Works.

Please feel free to contact me with any questions at bgarber@sarpy.com.

August 12, 2014


Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Mark Walters
Mike Graham



Master Sales Agreement

Date: 7/11/2014

NACR:	NORTH AMERICAN COMMUNICATIONS RESOURCE, INC.	CUSTOMER:	SARPY COUNTY
	3344 Hwy 149		1210 Golden Gate Dr., Suite 1250
	Eagan, MN 55121		Papillion, NE 68046
	(800) 431-1333		402-593-4155
	FAX 651-994-6801		FAX 402-593-4471

This MASTER SALES AGREEMENT ("Agreement") is made and entered into as of the date indicated above ("Effective Date") by and between NACR and Customer. NACR and Customer are each a "Party" to this Agreement and may collectively be referred to herein as the "Parties."

In consideration of the mutual undertakings herein contained, the Parties agree as follows:

1. Attachment A contains terms and provisions that are part of this Agreement and Attachment A is hereby herein incorporated by reference.

This Agreement shall apply to all hardware and/or software (collectively "Products") to be provided by NACR to Customer as more fully described on a sales order ("Master Agreement Rider" or "Sales Quote") (Attachment B) that references this Agreement. To order Products and/or Services from NACR, Customer may issue to NACR a purchase order or the Parties may execute a Master Agreement Rider or Sales Quote. Such purchase order shall contain a Master Agreement Rider number or Sales Quote number that refers to the Master Agreement Rider or Sales Quote that reflects the Products and/or Services that Customer requests that NACR provide to Customer. Customer's issuance of a purchase order (subject to the terms regarding purchase orders as set forth below) shall be deemed acceptance of the Master Agreement Rider or Sales Quote. Each Master Agreement Rider or Sales Quote shall contain an itemized list of all Products to be provided, together with the price to be charged therefor. If NACR is to provide services (e.g., installation and professional services that are generally associated with the Products furnished to customers by NACR, but excluding maintenance services) ("Services") to Customer, a Statement of Work ("Statement of Work" or "Scope of Work" or "SOW") (Attachment C) that references this Agreement shall accompany the Master Agreement Rider or Sales Quote, and the Master Agreement Rider or Sales Quote shall reflect the price to be charged for such Services.

Any amendment, supplement, or modification of any term or provision of this Agreement must be in a writing that is signed by authorized representatives of both NACR and Customer. Such writing shall be substantially in the form of the Change Request Form (Attachment D) that references this Agreement.

Customer may issue to NACR a purchase order to order Products and/or Services from NACR, but no terms or provisions of the purchase order (other than the description of the Products and/or Services and the quantity thereof) shall apply. Rather, only the terms and provisions of this Agreement shall apply to the sale of Products and/or Services. If Customer submits a purchase order to order a Product or Service hereunder, the purchase order must contain the following language: "THE TERMS AND PROVISIONS OF THE MASTER SALES AGREEMENT #M2544 DATED 7/11/2014 BY AND BETWEEN NACR AND SARPY COUNTY APPLY TO THIS PURCHASE ORDER."

This Agreement shall remain in effect until terminated by either Party. Either Party may terminate this Agreement, provided that such Party provides to the other Party written notice of such termination at least thirty (30) days prior to the effective date of such termination. The notice of termination shall reflect the effective date of the termination; if it does not, then the effective date of the termination shall be the date that is thirty (30) days after the non-terminating Party receives the written notice of the termination. Notwithstanding the foregoing, however, the termination of this Agreement shall not affect the obligations of either Party pursuant to the terms and provisions of any Master

Agreement Rider or Sales Quote that has been executed by an authorized representative of each Party prior to the effective date of termination of this Agreement.

Terms and conditions contained in a Master Agreement Rider, Sales Quote, or Statement of Work shall control over any general terms and conditions contained herein or in Attachment A.

2. PURCHASE PRICE: The purchase price of the Products and/or Services set forth in each Master Agreement Rider or Sales Quote shall be paid as follows:

For a Sales Quote, Master Agreement Rider or purchase order totaling \$75,000 or more:
50% Upon Execution of the Master Agreement Rider or Sales Quote; and
BALANCE Due Thirty (30) Days After the Date on Which Installation is Complete.*

For a Sales Quote, Master Agreement Rider, or purchase order totaling less than \$75,000:
BALANCE Due Thirty (30) Days After the Date on Which Installation is Complete.*

*If Customer delays the date of installation more than sixty (60) days from the originally scheduled date of installation through no fault of NACR, the BALANCE attributable to the Products shall become immediately due and payable.

Progress payments are required in all non-lease transactions. If you elect to convert from a lease to a purchase transaction, please notify your NACR representative for progress payment terms. If Customer elects to lease the pertinent Products and/or Services, Customer shall inform NACR of such election at the time that the pertinent Master Agreement Rider or Sales Quote is executed to avoid being liable for sales tax on the Products and/or Services provided under the pertinent Master Agreement Rider or Sales Quote.

All configured orders, including hardware and software, are non-returnable. All software, regardless of whether such software is part of a configured order, is non-returnable. All authorized returns will be assessed a twenty percent (20%) restocking charge; provided, however, that Product returns based on warranty claims will not be assessed such restocking charge.

Terms and conditions subject to credit approval.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

SELLER: North American Communications Resource, Inc.
BY: *Richard B. Bower*
SIGNATURE: *Richard B. Bower*
TITLE: REGIONAL VICE PRESIDENT
DATE: 8/18/14

CUSTOMER: Sarpy County
BY: *Jim Thompson*
SIGNATURE: *Jim Thompson*
TITLE: Chairman, Sarpy County Board of Commissioners
DATE: 8-19-14

ATTACHMENT A

1. PRICE; PAYMENT; TAXES. - Customer agrees to pay the unit price of each Product or Service described on a Master Agreement Rider, Sales Quote, or Statement of Work, together with freight, taxes, and any other itemized charges, fees, and costs (the "Price").

Interest on any past due obligation shall accrue at the rate of one and one-half percent (1½%) per month or at the maximum rate allowed by law, whichever is lower.

2. TITLE; RISK OF LOSS; SECURITY INTEREST; REMEDIES UPON DEFAULT. - Title to and ownership of each Product sold pursuant to the terms and provisions of this Agreement shall remain in NACR until the Price is paid in full.

NACR reserves a purchase money security interest in and to the Products (together with the cost of any Services related thereto) sold hereunder as security for performance of Customer's obligations.

In the event that Customer fails to pay according to the terms and provisions of this Agreement, or fails to perform any of its obligations pursuant to the terms and provisions of this Agreement, then NACR, at its option, may do any or all of the following: (i) upon notice to Customer, terminate this Agreement; (ii) regardless of whether this Agreement is terminated, suspend further performance under this Agreement; and (iii) retain, as an offset to Customer's liability for such default, all or a portion of the progress payments (if any) previously paid by Customer.

3. WARRANTIES; DISCLAIMERS; SOFTWARE LICENSES.

NACR represents and warrants that immediately prior to the sale of a Product to Customer, NACR will be the lawful owner thereof, free and clear of any liens and encumbrances (other than those that may arise under the terms and provisions of this Agreement).

(a) Product Warranties: Products are warranted to Customer either directly by the original equipment manufacturer ("OEM") or by NACR.

1) OEM Warranty. The terms and provisions of the OEM warranty are found at www.nacr.com.

2) NACR Warranty. Products not warranted to Customer directly by the OEM are warranted by NACR as follows:

a) NACR warrants the Products to Customer to the same extent and term as the OEM warrants the Products to NACR. Upon request, NACR will provide such warranty information.

b) Products are warranted to be free from defects in material and workmanship for the term of the warranty.

c) All Products are warranted to operate in accordance with the standard specifications or documentation accompanying each Product.

d) Products and Replacement Products (as defined in Section 3(b)) may contain remanufactured parts that are equivalent to new in performance and appearance.

e) This warranty does not extend to Products or Product components that have had their serial numbers, date of manufacturing, or OEM labels removed, defaced, or altered, nor does this warranty cover any of the following: counterfeit parts; repair for damages to Products or Product components; or malfunctions caused by (i) misuse, neglect, power failures, power surges, lightning, fire, flood, or accident; (ii) use of products or facilities supplied by others; (iii) failure to follow installation, operation, or maintenance instructions; (iv) failure to permit remote access; or (v) force majeure conditions specified in Section 7.

f) Replacement Products are warranted as outlined above for the remainder of the original applicable Product warranty period. Products that have been replaced become the property of NACR.

(b) The terms and provisions of this Section 3(b) apply to all Products and Replacement Products provided hereunder.

1) If a Product or a Replacement Product does not conform to the Product warranty during the warranty period, Customer shall promptly notify NACR in writing of such non-conformance, which shall be stated in detail sufficient to describe both the problem and its symptoms. NACR or the OEM (as the case may be), at its option, will either (i) repair the Product so that the Product conforms to the Product warranty; or (ii) replace the Product with a Product that conforms to the Product warranty ("Replacement Product").

2) THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH NACR DISCLAIMS AND ARE EXCLUDED. NACR SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, NETWORK DOWNTIME, INTERRUPTION OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OR NON-PERFORMANCE OF THE PRODUCTS OR USE BY CUSTOMER, AND COST OF COVER). NACR DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS OR SERVICES PROVIDED HEREIN.

3) If the Products are to be used either on or to support Telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) facilities, NACR requires that a network assessment be performed prior to installation to determine network performance, reliability, and security.

4) Services are warranted for thirty (30) days from the date on which installation is completed. Such Services will be performed in a good and workmanlike manner by qualified personnel.

5) Software Licenses. Customer agrees that it has read, understood, and will abide by the terms and provisions of the software license(s) pertinent to the Products provided hereunder.

4. SERVICES AND TIMING. - Services not specifically itemized are not provided. CUSTOMER IS SOLELY RESPONSIBLE FOR SYSTEM BACK-UP PRIOR TO COMMENCEMENT OF SERVICES OR INSTALLATION OF A PRODUCT.

5. INDEPENDENT CONTRACTOR. - NACR shall conduct its business as an independent contractor with respect to Customer. NACR will represent to third persons, to the public generally, and to all governmental bodies (including, but not limited to, federal, state, and local authorities) that the business conducted by NACR with respect to Customer is that of an independent contractor and that such is the sole relationship between the Parties.

6. CUSTOMER COOPERATION. - Customer shall cooperate fully with NACR to facilitate performance of NACR's obligations hereunder, including the rendition of Services and the installation of a Product. Customer shall dedicate such time, personnel, and resources as may be reasonably necessary to complete the implementation or installation.

Customer shall designate a coordinator at Customer's site with the knowledge and authority to make decisions with respect to all of Customer's operations in order for NACR to meet its obligations hereunder;

Customer shall make available such data as is necessary to adequately test the Product(s) and/or Service(s); and

If Customer is purchasing an application software solution, Customer shall be responsible for the operation of each CPU, conducting a back-up, performing all program translation, contacting all third-party vendors to confirm that existing hardware and software will be compatible with the new software, and processing any necessary changes.

7. FORCE MAJEURE. - NACR shall not be liable for any loss, failure, or delay in furnishing a Product or Service resulting from any of the following: fires; explosions; floods; storms; acts of God; governmental acts, orders, or regulations; hostilities; acts of terrorism; civil disturbances; strikes; labor difficulties; machinery breakdowns; transportation contingencies; difficulty in obtaining parts, supplies, or shipping facilities; delays of carriers; or any other cause beyond the control of NACR.

8. ARBITRATION. - NACR and Customer agree to submit any and all disputes (of whatever kind or nature, whether in law or in equity) arising out of the terms and provisions of this Agreement (including, but not limited to, determining the validity, specific enforcement, breach, or interpretation of this Agreement) to binding arbitration only, such arbitration to be conducted pursuant to the then-current Commercial Arbitration Rules of the American Arbitration Association and to be held before a single arbitrator at a location mutually agreeable to the Parties.

9. LIMITATION OF LIABILITY. - THE ENTIRE LIABILITY OF NACR (AND NACR'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES) AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICE, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL BE (i) FOR FAILURE OF PRODUCTS DURING THE WARRANTY PERIOD, THE REMEDIES STATED IN SECTION 3; (ii) FOR DELAYS IN DELIVERY OR INSTALLATION (WHICHEVER IS APPLICABLE), NACR SHALL HAVE NO LIABILITY UNLESS THE DELIVERY DATE OR THE INSTALLATION DATE (WHICHEVER IS APPLICABLE) IS DELAYED BY MORE THAN THIRTY (30) DAYS BY CAUSES NOT ATTRIBUTABLE TO EITHER CUSTOMER OR FORCE MAJEURE CONDITIONS STATED IN SECTION 7, IN WHICH CASE CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE PERTINENT MASTER AGREEMENT RIDER OR SALES QUOTE WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER THE PERTINENT MASTER AGREEMENT RIDER OR SALES QUOTE; OR (iii) FOR NACR'S FAILURE TO PERFORM ANY OTHER MATERIAL TERM OF THIS AGREEMENT, IF NACR DOES NOT CORRECT SUCH FAILURE WITHIN THIRTY (30) DAYS AFTER RECEIPT OF WRITTEN NOTICE ADDRESSING SUCH FAILURE, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE PERTINENT MASTER AGREEMENT RIDER OR SALES QUOTE WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER THE PERTINENT MASTER AGREEMENT RIDER OR SALES QUOTE. NACR SHALL IN NO CASE BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES OF ANY KIND; LOST, CORRUPTED, MISDIRECTED, OR MISAPPROPRIATED DATA; CHARGES FOR

COMMON CARRIER TELECOMMUNICATIONS SERVICES; COST OF COVER; OR CHARGES FOR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS ("TOLL FRAUD"). THE PREVIOUS SENTENCE APPLIES REGARDLESS OF WHETHER NACR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. MISCELLANEOUS.

(a) **Merger** - This Agreement constitutes the entire agreement between NACR and Customer with respect to the subject matter described herein, superseding all prior and contemporaneous correspondence between the Parties.

(b) **No Assignment** - This Agreement shall not be assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that in any assignment of this Agreement, both the assignor and the assignee are jointly and severally liable under this Agreement for any outstanding obligations of the assignor that are due as of the date of the assignment.

(c) **Notices** - All notices shall be in writing and shall be delivered in person or sent by facsimile or U.S. Mail, postage prepaid, to the address of the other Party as set forth in this Agreement or to such other address as a Party shall designate.

(d) **Acknowledgment and Authority** - By execution hereof, the signers hereby certify that they have read this Agreement and these terms, understands them, and agrees to all terms and provisions stated herein. In addition, NACR and Customer warrant to each other that each respective Party and its respective signatory have the full right, power, and authority to execute this Agreement.

(e) **Secrecy and Confidentiality** - Pursuant to Neb. Rev. Stat. § 84-712.05, each Party covenants and agrees on behalf of itself, its officers, directors, employees, and agents as follows:

(i) information obtained from a Party (including, but not limited to, customer lists, customer-sensitive information, business practices and operations, financial information, product plans and designs, and configurations and layouts) is secret, proprietary, and confidential; (ii) such information shall be neither disclosed to others nor used for any unauthorized purpose; and (iii) each Party shall use its best efforts to return such information to the other Party upon termination of this Agreement. This provision does not apply to such information that (a) was in the possession of a Party before disclosure to such Party by the other Party; (b) becomes a matter of public record through no fault of a Party; (c) is released by or at the direction of the Party that originally disclosed such information to the other Party; or (d) a Party is legally compelled or required to disclose.

(f) **Waiver** - If either Party fails to enforce any right or remedy available under the terms and provisions of this Agreement, such failure shall not be construed as a waiver of any right or remedy with respect to that breach or any other breach or failure by the other Party. Rather, any waiver of a Party's rights or remedies available under the terms and provisions of this Agreement must be in a writing that is signed by the Party against whom enforcement is sought.

(g) **Severability** - In the event that any term or provision of this Agreement is held to be illegal, unenforceable, or invalid, the remaining terms and provisions hereof shall remain in full force and effect.

(h) **Survival of Terms** - Notwithstanding any termination or expiration of this Agreement, all rights and remedies available to the Parties and all terms and provisions of this Agreement that are not performed or cannot be performed during the term of this Agreement shall survive the termination or expiration of this Agreement.

(i) **Governing Law** - The laws of the jurisdiction where the Products and/or Services are to be provided (including, but not limited to, the Uniform Commercial Code as adopted in that jurisdiction) apply to all Products and/or Services provided under the terms and provisions of this Agreement, without reference to such jurisdiction's conflicts of law principles.

(j) **Residency Verification** - Pursuant to Neb. Rev. Stat. § 4-114 et seq., each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

(k) **Nondiscrimination** - Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. § 1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

(l) **Insurance** - NACR will obtain and maintain at its sole cost and expense during the term of this Agreement, and ensure that its contractors obtain and maintain at their sole cost and expense, with insurers licensed to do business in all jurisdictions where services are performed and that have a Best's rating and policy holder surplus of A-VII, the following minimum insurance coverages:

Workers Compensation Insurance. NACR shall maintain workers compensation as required under any workers compensation or similar law in the jurisdiction where the services are performed, and employer's liability insurance. Employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Commercial General Insurance. NACR shall maintain commercial general liability with a limit of not less than \$1,000,000 each occurrence. Policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Completed Operations coverage is to extend for two years following the completion of the applicable Sales Quote or Master Agreement Rider.

Automobile Liability. NACR shall maintain automobile liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Excess/Umbrella Liability Insurance. NACR shall maintain commercial umbrella liability insurance excess of employer's liability, general liability and automobile liability with a limit of not less than \$5,000,000 each occurrence.

Errors and Omissions Liability Insurance. If the services are professional services, errors and omissions liability coverage appropriate to the service being provided. Coverage must apply to economic damages resulting from a professional error, act, or omission arising out of the scope of services defined in this contract. Coverage must be maintained in an amount of at least \$3,000,000 per occurrence and aggregate.

A Certificate of Insurance which evidences the above policies and their limits and which indicates Customer as an "Additional Insured" on all such policies except the workers compensation and professional liability policies will be provided by NACR to Customer prior to commencement of any work under this Agreement. NACR agrees that such policies represented by the Certificate of Insurance will not be canceled or changed without ten (10) days prior written notice to Customer.

SARPY COUNTY - #M2544 - NACR Terms and Conditions Master Sales Agreement 11-09-06 Edition (072414)



Attachment B

Quote Number:
Date: 12/28/2012
Page No.: Page 1 of 1
VCP Cust: NO
VCP ID #:

Bill To:
Attn. To:
Address:

Ship To:
Attn. To:
Address:

Customer P.O.: Customer ID Contract No. Shipping Payment Terms National Account Manager
Name:
E-Mail:
Phone:

Table with 5 columns: Item, Description, Quantity, Unit Price, Ext. Price. Sub-total:

*QUOTE VALID FOR 30 DAYS
*PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE

Subtotal:
Tax: Not Included
Freight: Not Included
Grand Total:

Terms and Conditions Apply

This order is a configured order and/or contains software.

Accepted By:

Buyer: _____ Date: _____ Seller: _____ Date: _____
Title: _____ Title: _____

This document and the information hereon is both CONFIDENTIAL AND PROPRIETARY. North American Communications Resource, Inc. ("NACR") owns such information, and only the party for whom or for which this document was prepared may use the information for purposes that NACR expressly authorized. Any unauthorized use of such information, without the prior express written consent of NACR, is strictly prohibited. Failure to obtain NACR's written consent to disclose this document or the information hereon may cause the breaching party to be liable to NACR for damages, including (but not limited to) fees for designs that NACR prepared.



Attachment C
Statement of Work
for
CUSTOMER NAME

This document is an attachment to NACR Master Agreement Rider Number: QUO-xxxxxx-xxxxxx
The terms and provisions of Master Agreement #Mxxxx apply to this Scope of Work.

- Section 1: Executive Summary
Section 2: Overview of Services
Section 3: Scope of Services
3.1 Stage
3.1.1 Sub-stage
3.1.2 Sub-stage
3.2 Stage
3.3 Stage
Section 4: Documentation
Section 5: Assumptions
Section 6: Exclusions
Section 7: Customer Responsibilities

CUSTOMER'S SIGNATURE BELOW ACKNOWLEDGES THAT CUSTOMER HAS REVIEWED AND AGREES TO THIS STATEMENT OF WORK ("SOW"). THE EFFECTIVE DATE ("EFFECTIVE DATE") IS THE DATE ON WHICH IT IS COUNTERSIGNED.

CUSTOMER NAME
X

North American Communications Resource, Inc.
X

Printed Name

Printed Name

Title

Title

Date

Date