



AGENDA REPORT
February 26, 2019

**Amendment to 1st Rider to Bright House Networks Business Solutions
Services Master Agreement Terms and Conditions**

SUBJECT:

**Board Approval on Amendment to 1st Rider to Bright House Networks
Business Solutions Services Master Agreement Terms and Conditions**

FISCAL IMPACT:

DEPT/OFFICE:

Information Technology

REQUESTED ACTION:

It is requested that the Board of County Commissioners approve an amendment to the 1st Rider to the Bright House Networks Business Solutions Services Master Agreement Terms and Conditions. It is also requested for the Chair to execute the amendment.

SUMMARY EXPLANATION and BACKGROUND:

In May of 2016, voice communication services were awarded by RFP to Bright House Networks (currently known as Charter Communications/Spectrum).

The term of the original contract (1st Rider) to Bright House Networks Business Solutions Services Master Agreement was effective from September 27, 2016, through June 30, 2019, and the County may elect to renew the Master Agreement under the same terms and conditions, for up to three (3), one (1) year renewal terms provided that such renewal terms and conditions are mutually agreed upon by the Parties in writing. A copy of the 1st Rider is attached.

The Spectrum project has experienced many delays and will not be completed by June 30, 2019. After several discussions with Spectrum Senior Management and the County, Spectrum has committed to a project completion date of 30 September 2019. Although, the County may exercise a one-year contract option, this shorter extension is recommended in order to verify complete project installation. Attached is the Amendment agreement for execution by both parties (Brevard County and Spectrum).

The Board also has the option not to renew the contract whereby services would be required to replace the current Spectrum VOIP services as well as the AT&T services not yet replaced by Spectrum.

CLERK TO THE BOARD INSTRUCTIONS:

County Chair sign two copies of the attached Amendment to Rider and returned to the I.T. Department.

ATTACHMENTS:

Description

- ▣ **copy 1st Rider to BH MSA Terms & Conditions**
- ▣ **Amendment to 1st Rider to BH MSA Terms and Conditions 2019**



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

February 27, 2019

M E M O R A N D U M

TO: Jeff McKnight, Information Technology Director

RE: Item F.19., Amendment to First Rider to Bright House Networks Business Solutions Services Master Agreement Terms and Conditions

The Board of County Commissioners, in regular session on February 26, 2019, approved and authorized the Chair to execute the First Rider to the Bright House Networks Business Solutions Services Master Agreement Terms and Conditions with Bright House Networks, LLC. Enclosed are two executed Amendments.

Upon execution by Bright House Networks, LLC, please return a fully-executed Amendment to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

Encls. (2)

cc: Contracts Administration

**Amendment to Rider to
Bright House Networks Business Solutions Services Master Agreement
Terms and Conditions**

THIS AMENDMENT (this "Amendment") to the Rider to Bright House Networks Business Solutions Services Master Agreement Terms and Conditions, is entered into as of February 24, 2019, by and between Bright House Networks, LLC, an operating subsidiary of Charter Communications Operating, LLC, providing the Services(s) under the Agreement ("Spectrum"), and Brevard County ("Customer") (collectively, the "Parties" or each individually a "Party"). Capitalized terms not defined herein shall have the meaning set forth within the Agreement.

WHEREAS, Customer and Spectrum entered into the Bright House Networks Business Solutions Services Master Agreement, as amended ("Agreement"), pursuant to Voice Communications Request For Proposal No. P-4-16-04 ("RFP"), whereby Customer would purchase certain voice services from Spectrum;

WHEREAS, the Parties modified certain terms of the Agreement pursuant to the Rider to the Agreement, dated September 27, 2016 ("First Rider"); and

WHEREAS, the Parties now desire to modify certain terms of the First Rider as set forth herein.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **TERM.** Paragraph 2, "Term" of the First Rider is hereby deleted in its entirety and replaced with the following:

Term. The second sentence of Section 6.0 of the Agreement is hereby deleted in its entirety and replaced with the following:

The Initial Term of this Master Agreement shall be from the date of last signature of the Parties until September 30, 2019. Customer may elect to renew the Master Agreement under the same terms and conditions, for up to three (3), one (1) year renewal terms; provided that such renewal terms and conditions are mutually agreed upon by the Parties in writing.

2. To the extent there is a conflict between the terms of this Amendment and the Agreement, the terms of the Amendment shall control.
3. The Parties hereto have executed this Amendment by their duly respective authorized representatives.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on their behalf by their duly authorized representatives intending it to take effect as an instrument under seal as of the date last written below.

BREVARD COUNTY

BRIGHT HOUSE NETWORKS, LLC

By: Charter Communications, Inc., its manager

By: 

Print: KRISTINE IMMEDI

Title: _____

Date: _____

ATTEST:



SCOTT ELLIS, CLERK

By: 

Print: Daniel Roche

Title: VP - Enterprise Sales

Date: 3/12/19

As approved by Board 2/26/19



BOARD OF COUNTY COMMISSIONERS

Information Technology Department

2725 Judge Fran Jamieson Way
Building C, Room 203
Viera, Florida 32940
P: 321.617.7395

Inter-Office Memo

TO: Tammy Rowe, Deputy Clerk
Clerk to the Board

FROM: Alice Colon, Executive Secretary, Information Technology *A.C.*

DATE: March 22, 2019

RE: Fully-Executed Amendment with Bright House Networks, LLC.
Board date 2/26/19, Item F.19

For inclusion in the official minutes and records, enclosed please find the fully-executed amendment to First Rider to Bright House Networks Business Solutions Services Master Agreement Terms and Conditions from Board meeting date 2/26/19, Item F.19.

Thank you.

**Amendment to Rider to
Bright House Networks Business Solutions Services Master Agreement
Terms and Conditions**

THIS AMENDMENT (this "Amendment") to the Rider to Bright House Networks Business Solutions Services Master Agreement Terms and Conditions, is entered into as of February ~~26~~²⁷, 2019, by and between Bright House Networks, LLC, an operating subsidiary of Charter Communications Operating, LLC, providing the Services(s) under the Agreement ("Spectrum"), and Brevard County ("Customer") (collectively, the "Parties" or each individually a "Party"). Capitalized terms not defined herein shall have the meaning set forth within the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on their behalf by their duly authorized representatives intending it to take effect as an instrument under seal as of the date last written below.

BREVARD COUNTY

BRIGHT HOUSE NETWORKS, LLC

By: Charter Communications, Inc., its manager

By: 

Print: KRISTINE SWANN

Title: _____

Date: _____

ATTEST:



SCOTT ELLIS, CLERK

By: _____

Print: _____

Title: _____

Date: _____

As approved by Board 2/26/19

**Rider to
Bright House Networks Business Solutions Services Master Agreement
Terms and Conditions (the "Agreement")**

1. **SCOPE OF SERVICES.** Section 2.0 of the Agreement is hereby amended to insert the following at the end:

BHN agrees that the Scope of Services shall be in accordance with the terms and conditions set forth in the Brevard County Proposal for Voice Communications RFP #P-4-16-04, including all attachments, addenda, dated August 20, 2015, ("RFP") and the BHN Response to the RFP submitted on October 20, 2015, and incorporated herein by this reference.

2. **TERM.** The second sentence of Section 6.0 of the Agreement is hereby deleted in its entirety and replaced with the following:

The Initial Term of this Master Agreement shall be from the date of last signature of the Parties until June 30, 2019. Customer may elect to renew the Master Agreement under the same terms and conditions, for up to three (3), one (1) year renewal terms; provided that such renewal terms and conditions are mutually agreed upon by the Parties in writing.

3. **PAYMENT OF SERVICES.** Section 7.0 of the Agreement is hereby amended to insert the following at the beginning:

The Service Charges during the Initial Term shall be as set forth in the BHN Price Sheet attached hereto as Exhibit A.

4. **DEPOSIT AND ADVANCE PAYMENT.** Section 7.1 of the Agreement is hereby deleted in its entirety.

5. **TAX EXEMPTION.** The first sentence of Section 8.0 of the Agreement is hereby amended by deleting the word "applicable" and replacing it with the words "that Customer is not exempt from such charges by law".

6. **TERMINATION AND REMOVAL OF EQUIPMENT.** The sixth sentence of Section 11.0 (iv) of the Agreement is hereby deleted in its entirety and replaced with the following:

(iv) Customer shall permit BHN to remove, in BHN's discretion, the System and BHN Equipment. BHN shall be responsible for the reasonable and documented costs of removing the System and BHN Equipment, at BHN's discretion. Any portion of the System or any BHN Equipment not removed before the expiration of the Right of Entry Access Term set forth in Section 3.1(iv) above shall be considered abandoned by BHN and shall automatically become Customer's property.

7. **TERMINATION FOR CONVENIENCE.** Section 11.1 of the Agreement is hereby amended to insert the following at the end:

Notwithstanding anything to the contrary herein, for the purposes of this RFP, this Master Agreement may be terminated by either Party for convenience, upon ninety (90) days prior

written notice to the other Party; provided that BHN shall be paid for Services performed through date of termination, including any applicable non-recurring charge, construction or installation charges due to BHN.

8. **EARLY TERMINATION FOR DOWNTURN.** Section 11.1 of the Agreement is hereby amended by inserting the following at the end:

In the event Customer needs to downgrade its Service at one or more locations due to a business downturn and not due to a transfer of any portion of the Service to another provider, there shall be no early termination liability for those services at that affected location. Customer will be responsible for paying all charges due through date of service downgrade. Customer must provide BHN with a thirty (30) day written notice prior to the date of termination and specifically state the reason for the closing. This provision does not apply if Customer ports any number or otherwise transfers any services from the affected location to another service provider.

9. **INDEMNIFICATION.** Section 12.0 of the Agreement is hereby amended by inserting the following at the end:

; provided that Customer shall not be obligated under this Section 12.0 with respect to any claim to the extent BHN is obligated to indemnify Customer for such claim. BHN agrees to defend, indemnify and hold harmless Customer, its affiliates, its end users and their respective officers, directors, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' fees and other professionals' fees, resulting directly from (a) the provision of the Service, including but not limited to any breach of this Master Agreement by BHN; or (b) personal injury or property damage caused by the gross negligence or willful misconduct of BHN or its contractors or agents. Customer's indemnity obligations hereunder shall be subject to Customer's common law right of sovereign immunity, except to the extent of the limited waiver of sovereign immunity set forth in Section 768.28 of the Florida Statutes. Nothing in this Master Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

10. **LIMITATION OF LIABILITY.** Section 14.0 of the Agreement is hereby deleted in its entirety and replaced with the following:

14.0 LIMITATION OF LIABILITY. IN NO EVENT SHALL BHN BE LIABLE TO CUSTOMER, ANY END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT, REGARDLESS OF WHETHER BHN HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BHN'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE FEES PAID OR OWED BY CUSTOMER UNDER THE ORDER THAT IS THE SUBJECT MATTER OF THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL BHN'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER HEREUNDER. EXCEPT FOR LOSSES OR

DAMAGES DIRECTLY RESULTING FROM BHN'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BHN SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES. IN THE EVENT OF ANY LOSSES OR DAMAGES RESULTING DIRECTLY FROM THE UNAVAILABILITY OF THE VOICE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES RESULTING FROM BHN'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THEN, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE BODY OF THE MASTER AGREEMENT, BHN'S AGGREGATE LIABILITY FOR ANY CAUSE OF ACTION RESULTING FROM SUCH UNAVAILABILITY, REGARDLESS OF HOW SUCH LIABILITY IS CHARACTERIZED, SHALL BE LIMITED TO \$500,000.00.

11. **NO ARBITRATION.** Section 21.0 of the Agreement is hereby deleted in its entirety and replaced with the following:

21.0 **MEDIATION.** Prior to submitting for litigation, the Parties agree that such controversy or claim shall be resolved by first resorting to non-binding mediation conducted under JAMS rules in Brevard County, Florida. The aggrieved Party will submit a notice to the other of its dispute and will give proper and ample notice to the other of its interest in pursuing mediation to settle said dispute. Each Party will be responsible for its own costs and expenses relating to such mediation. The Parties hereby agree that any dispute not resolved in mediation shall be resolved either in the State Courts of Florida, wherein venue shall lie in Brevard County or in the Federal Courts wherein venue shall lie in the Middle District, Orlando Division. For any litigation arising out of this Master Agreement, each Party will be responsible for its own costs and expenses relating to such litigation.

12. **GOVERNING LAW.** The first sentence of Section 22.0 of the Agreement is hereby deleted in its entirety and replaced with the following: "This Master Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Florida.

13. **ASSIGNMENT.** The fourth sentence of Section 22.0 of the Agreement is hereby deleted in its entirety and replaced with the following:

Neither Party may assign this Master Agreement without the prior written consent of the other Party, except that upon thirty (30) days' prior written notice to the other Party, either Party may assign this Master Agreement without such consent (i) pursuant to any merger, acquisition, consolidation, sale or other transfer of all or substantially all of the assets or business of the assigning Party or (ii) to any affiliate of the assigning Party; provided that any such assignee agrees in writing to assume all obligations of the assigning Party under this Master Agreement. For the purposes of this paragraph, an "affiliate" of a Party means any entity which controls, is controlled by, or is under common control with the Party, where "control" of an entity means ownership of fifty percent (50%) or greater of the equity of that entity or the ability to direct the management of that entity. Any purported assignment of this Master Agreement in violation of this Section is void. This Master Agreement binds and benefits the Parties and their respective successors and assigns.

14. **INSURANCE REQUIREMENTS.** BHN shall procure and maintain, at its own expense, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves Services related to construction projects the vendor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. BHN is required to procure and maintain all such specialty coverage in accordance with prudent business practices within BHN's industry.

Prior to commencing any work under this Master Agreement, BHN shall provide certificates of insurance to Customer demonstrating that the aforementioned insurance requirements have been met. The certificates of insurance shall indicate that the policies have been endorsed to cover Customer as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to Customer.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of BHN under the terms of the Master Agreement. Subcontractor's insurance shall be the responsibility of BHN.

15. **MANUFACTURER'S WARRANTY.** Attachment B of the Agreement is hereby amended to insert the following at the end:

B26 Pursuant to the RFP, Customer will purchase certain Cisco equipment and devices ("Cisco Equipment") and Polycom equipment and devices ("Polycom Equipment"), as

detailed within the Device and Maintenance Pricing Sheet attached hereto as Exhibit B and as specifically requested by Customer pursuant to an Order.

1. BHN will pass through to Customer the following manufacturer's warranty:

(i) A Cisco 90-Day Limited Hardware Warranty as set forth in Exhibit C attached hereto.

(ii) A Polycom Limited Hardware Warranty (return to factory repair and repair cycle time) and Software Warranty (bug fixes only) as set forth in Exhibit D attached hereto.

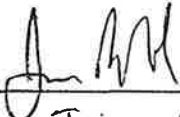
2. Customer acknowledges that BHN is not an authorized service provider for the Cisco Equipment or Polycom Equipment. Customer acknowledges that the warranties listed above will be provided and performed solely by the manufacturer of the Cisco and Polycom Equipment. EXCEPT AS SET FORTH IN THIS SECTION AND IN EXHIBIT C AND EXHIBIT D ATTACHED HERETO, NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WILL APPLY WITH RESPECT TO THE CISCO EQUIPMENT AND THE POLYCOM EQUIPMENT AND ALL SUCH WARRANTIES ARE SUBJECT TO THE DISCLAIMERS SET FORTH IN SECTION 13.0 OF THE MASTER AGREEMENT. Customer understands and acknowledges that BHN does not offer or provide an extended warranty for the Cisco Equipment and Polycom Equipment.

B28 BHN MAINTENANCE PLAN. BHN shall extend a limited maintenance plan that covers any defective or damaged handsets purchased directly from BHN by Customer pursuant to this RFP; provided that Customer shall return any defective handset to BHN. This maintenance plan does not cover handsets that are lost, stolen, or damaged by misuse, abuse, accidents, unauthorized modification or repair, or other causes unrelated to defective materials or workmanship while in the possession of Customer.

16. **ATTACHMENTS.** The Agreement is hereby amended to delete Attachments A, H, and J in their entirety.


17. **AMBIGUITY.** In the event of any ambiguity, conflict or inconsistency between this Rider and the Agreement, the terms and conditions of this Rider shall prevail and control.

BREVARD COUNTY

By: 
Print: Jim Bartfield
Title: Chairman
Date: 9-26-2016

BRIGHT HOUSE NETWORKS, LLC

By: Charter Communications, Inc., its manager

By: 
Print: ~~Brad Froathy~~ PAUL HANSON
Title: ~~VP, Enterprise Strategic Solutions~~ AREA VICE PRESIDENT
Date: 9/27/16


REVIEWED
For Legal Form and Content
Assistant County Attorney

EXHIBIT A

BHN PRICE SHEET

BHN Price Sheet

*Hosted Voice Core Service Offering - Lease Option	
User Packs	Recommended MRC Per Unit
Basic Feature Packs	\$14.50
Premium Feature Packs	\$16.50
Conference / ATA	\$5.00

Leased Handset Options	Recommended MRC Per Unit
Polycom VVX101	\$2.75
Polycom VVX300	\$3.75
Polycom VVX410	\$6.75
Polycom VVX500	\$7.75
Polycom VVX600	\$9.75
Polycom IP 6000 Conference	\$18.00
Cisco SPA2122 (2 port ATA)	\$2.00

***Note: Service includes 250,000 minutes of free outbound domestic long distance per month.**

BHN Price Sheet

Hosted Voice Enhanced Service Offerings (Optional)	Cost Per Unit
Call Center	
Enhanced Agent with Unity	\$11
Supervisor with Unity Supervisor	\$35
Client Software	
Receptionist Console - Enterprise	\$100
Unity Desktop Pro	\$1
Unified Communications	
Anywhere Connect - Business	\$2
Anywhere Connect - Enhanced	\$6
Anywhere Connect - Premium	\$9
Add-Ons	
Auto Attendant	\$4
Additional Voice Mail	\$2
Fax to Email Nationwide (100 pages per Month)	\$8
Fax to Email Nationwide (500 pages per Month)	\$20
Fax to Email Nationwide (1000 pages per Month)	\$34
Call Recording	
Business Recording & Analytics	\$18
Premium Recording & Analytics	\$20
Additional Audio Mining Pack (3)	\$11
On Demand Mobile Recording	\$7
Additional Storage (1TB)	\$80
Additional Training	
On-site Training	\$1,500
Webinar Training	\$250

BHN Price Sheet

Hosted Voice Handset	Purchase Price Per Unit
Polycom VVX101	\$90.00
Polycom VVX300	\$115.00
Polycom VVX410	\$190.00
Polycom VVX500	\$240.00
Polycom VVX600	\$300.00
Polycom IP 6000 Conference	\$585.00
Cisco SPA2122 (2 port ATA)	\$60.00

***Note: Price includes installation and configuration.**

BHN Price Sheet

*Metro Ethernet Service	
Bandwidth	MRC per Unit
10	\$225.00
20	\$292.50
30	\$337.50
50	\$360.00
70	\$382.50
100	\$427.50
200	\$540.00
300	\$630.00
400	\$720.00
500	\$810.00
700	\$1,080.00
1000	\$1,350.00
2000	\$1,800.00
4000	\$2,700.00
5000	\$3,600.00
6000	\$4,500.00
8000	\$5,400.00
10000	\$6,300.00

***Note: These prices are available only with award of one of the Hosted Voice options.**

BHN Price Sheet

*Dedicated Internet Access	
Bandwidth	MRC Per Unit
20	\$360
30	\$390
40	\$420
50	\$480
100	\$810
200	\$1,380
300	\$1,800
400	\$2,200
500	\$2,400
1000	\$4,200

BHN Price Sheet

**Updated Coax HSD (High Speed Internet)	
Bandwidth	*MRC Per Unit
50 x 5 Mb	\$50.00
100 x 10 Mb	\$100.00
200 x 20 Mb	\$150.00
325 x 25 Mb	\$200.00

***Service	*MRC Per Unit
POTS Lines	\$14.00

***Note 1: These price are available only with award of one of the Hosted Voice options.**

****Note 2: HSD service is only available to those sites that will have coax connectivity.**

*****Note 3: BHN will coordinate with the County to provide POTS lines for the 22 locations that are being served via a Type 2 circuit. Type 2 circuits are those where BHN is leasing transport from another provider.**

EXHIBIT B

BHN Device and Maintenance Pricing Sheet

Handsets	Purchase Price
Polycom VVX101	\$90.00
Polycom VVX300	\$115.00
Polycom VVX410	\$190.00
Polycom VVX500	\$240.00
Polycom VVX600	\$300.00
Polycom IP 6000 Conference	\$585.00
Cisco SPA2122 (2 port ATA)	\$60.00

Handsets	Maintenance Plan MRC per device
Polycom VVX101	\$1
Polycom VVX300	\$1
Polycom VVX410	\$2
Polycom VVX500	\$2
Polycom VVX600	\$3
Polycom IP 6000 Conference	\$4
Cisco SPA2122 (2 port ATA)	\$1

EXHIBIT C

Cisco 90-Day Limited Hardware Warranty

Cisco 90-Day Limited Hardware Warranty Terms

The following are terms applicable to your hardware warranty. Your formal Warranty Statement, including the warranty applicable to Cisco software, appears in the *Cisco Information Packet* that accompanies your Cisco product.

Duration of Hardware Warranty: Ninety (90) Days

Replacement, Repair or Refund Procedure for Hardware: Cisco or its service center will use commercially reasonable efforts to ship a replacement part within ten (10) working days after receipt of the RMA request. Actual delivery times may vary depending on Customer location.

Cisco reserves the right to refund the purchase price as its exclusive warranty remedy.

To Receive a Return Materials Authorization (RMA) Number: Please contact the party from whom you purchased the product. If you purchased the product directly from Cisco, contact your Cisco Sales and Service Representative.

Complete the form below and keep for ready reference.

Product purchased from:	
Their telephone number:	
Product Model and Serial number:	
Maintenance Contract number:	

Product warranty terms and other information applicable to Cisco products are available at the following URL:

<http://www.cisco.com/go/warranty>

Consult the above website or your Cisco Sales and Service Representative for a complete listing of Cisco products and applicable warranties.

78-5236-01D0

EXHIBIT D

Polycom Limited Hardware and Software Warranty



PRODUCT WARRANTY GUIDE

Use the chart below to determine the warranty periods applicable to Polycom's Limited Warranty for products. The Terms and Conditions are listed on pages two and three.

Product Family	Software Warranty (bug fixes only)	Hardware Warranty (return to factory repair)	Hardware Warranty (repair cycle time)
Video Endpoints			
Polycom® RealPresence® Group Series	90 days	1 year	30 days
Polycom® HDX® Systems	90 days	1 year	30 days
Polycom® QDX® 6000	90 days	1 year	30 days
Polycom® CMA® Desktop	90 days	1 year	30 days
Video peripherals (purchased from Polycom)	90 days	1 year	30 days
Voice			
PSTN desktop and conference phones	90 days	1 year	30 days
VoIP desktop and conference phones	90 days	1 year	30 days
Polycom® Communicator® products	90 days	1 year	30 days
Polycom® CX Series products	90 days	1 year	30 days
Polycom® SoundStructure® products	90 days	1 year	30 days
Polycom® Vortex® products	90 days	2 years	30 days
Polycom® RealPresence® Platform			
Polycom RealPresence® CloudAXIS™ suite	90 days software warranty	N/A hardware warranty RTF	N/A hardware warranty repair cycle
Polycom RealPresence® Content Sharing suite	90 days software warranty	N/A hardware warranty RTF	N/A hardware warranty repair cycle
Polycom® RealPresence® Collaboration Server solutions	90 days	1 year	30 days
Polycom® RealPresence® Media Manager® software			
RealPresence® Capture Station solution, Polycom® RSS™ 5000 server	90 days	1 year	30 days
Polycom® RealPresence® Resource Manager application	90 days	1 year	30 days
Polycom® CMA® and Polycom® RealPresence® DMA® applications	90 days	1 year	30 days
Polycom® VBP® security solutions	90 days	1 year	30 days
Polycom® RealPresence® Access Director® solutions	90 days	1 year	30 days
Telepresence and Vertical Solutions			
Polycom® RPX™, OTX™, and ATX™	90 days	1 year	30 days
Custom products	90 days	1 year	30 days
Halo® Series	90 days	1 year	30 days
Hardware Upgrades and RMAS			
All products	90 days or balance of original product warranty period, whichever is longer	90 days or balance of original product warranty period, whichever is longer.	

PRODUCT WARRANTY GUIDE

THE PRECEDING CHART IS A SUMMARY OF THE WARRANTY PERIODS APPLICABLE TO POLYCOM'S LIMITED WARRANTY FOR PRODUCTS. THE TERMS AND CONDITIONS APPLICABLE TO POLYCOM'S LIMITED WARRANTY ARE AS SET FORTH BELOW (AND ARE ALSO INCLUDED IN THE DOCUMENTATION PACKAGED WITH NEW POLYCOM PRODUCTS):

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- Unauthorized use of common carrier communication services accessed through the product;
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- Acts of third parties, acts of God, accident, fire, lightning, power surges or outages, or other hazards.

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