

RESOLUTION NO. 41-07
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Douglas C. Cline ON
THE 17th DAY OF September, 2007.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL SUBMITTED BY DIGITAL & ANALOG DESIGN FOR THE PURCHASE OF A TELEPHONE SYSTEM INCLUDING INSTALLATION AND TRAINING FOR THE CITY OF CENTERVILLE, OHIO.

WHEREAS, the City of Centerville requested proposals for a telephone system to replace the current Centrex telephone system and other telephone systems used in City facilities; and

WHEREAS, proposals were received from sixteen vendors for the new telephone system; and

WHEREAS, Digital & Analog Design submitted a proposal to provide the equipment for the new telephone system, install the new system and provide training on the new system; and

WHEREAS, as a result of a complete analysis of all proposals received, it has been determined that the proposal received from Digital & Analog Design is the best proposal.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized to enter into a contract with **Digital & Analog Design (dad)**, for the purchase of a new telephone system including installation and training at a cost of \$128,347.98 (per state bid pricing schedules). An itemized listing of the purchase is marked as Exhibit "A," attached hereto and incorporated herein.

Section 2. That the City Manager is hereby authorized and directed to execute and deliver any and all documents, certifications, and representations as he deems necessary or desirable to accomplish the purposes and terms of this purchase.

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED this 17th day of September, 2007.

Chris Keegan

Mayor of the City of Centerville, Ohio

ATTEST:

Debra A. James

Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of resolution Number 41-07, passed by the council of the City of Centerville, Ohio, on the 17th day of September, 2007.

Debra A. James

Clerk of Council

Approved as to form, consistency with
the Charter and Constitutional Provisions.

Department of Law

Scott Liberman

Municipal Attorney



12125 Ellington Ct - Cincinnati, Ohio 45249
 4374 Tuller Road - Dublin, Ohio 43017
 6910 Treeline Dr. Su: E Brecksville, Ohio 44141
 Tel: 513 489-7660 Toll Free: 1-800-362-6300 - Fax: 513-489-0520

SALES AGREEMENT No. 81470

Buyer:	City of Centerville
Street Address:	100 West Spring Valley Rd.
City, State, Zip	Centerville, OH 45458
Buyer Phone:	937-433-7151
Installation Address:	MUNICIPAL BUILDING
ESTIMATED INSTALL DATE:	

This Agreement is between Digital & Analog Design Corp. and the undersigned (Buyer).

Subject to the terms and conditions. Digital & Analog Design Corp. will provide, install and sell the following (Equipment):

QTY	PART NUMBER	DESCRIPTION
1	CIX670VMPKGS	CIX670 Voice Mail Small System "Build-a-bundle" Flexible Package
1		CIX670 Basic R4.x Processor (Ports 1-192) (BCTU2A).
1		Remote Maintenance Modem for ACTU, ACTU-S, LCTU, or BCTU (AMDS1A).
1	CRSUB672A	CIX670 Rack Mount Base Cabinet with Power Supply
1	CSU T1/PRI**	Channel Service Unit for T1 and/or ISDN PRI circuits
33	IPT2010-SDLIC	10-button IP Speakerphone Small LCD with IP Endpoint License.
16	LIC-CIX-STRN-CH	License for one Strata Net Channel
2	LIPS-X1A	16-channel IP Interface Sub-assembly.
3	LIPU-X1A	16-channel IP Interface Unit.
1	RCOS3A	4-circuit analog Loop Start CO Line Subassembly
1	RCOU3A	4-circuit analog Loop Start CO Line Interface Unit
1	RPRI-CBL-KIT	ISDN PRI Cable Kit with Ferrite Core.
1	BPTU1A	ISDN Primary Rate Interface Unit.
1	BSTCIU1A	8-circuit Standard Telephone Interface with MW..
1	MAS-12VM-PKG	Media Application Server package with 12 Port VM licenses.
1		Media Application Server & software w/o VM/ACD lic.(MAS-2U-XPPRO)
3		4 port voice mail upgrade for MAS(LICMAS4PORTUPG)
1	LICMAS-APPLSWA	MAS ACD Application SW Pack
1		MAS ACD lic.(10A/1VA, 10 NP/Chat,myTaskReporter)(LICMAS-APPLSW)
1		ACD Server License for Strata CIX and CTX Systems (LIC-ACD)

For additional Equipment See Continuation Sheet Attached

LOT: INCLUDES EQUIPMENT INSTALLATION, TESTING, TRAINING, PROGRAMMING AND FIVE-YEAR PARTS AND FIVE YEAR LABOR WARRANTY ON ALL TOSHIBA EQUIPMENT.

Purchase Price	Plus Tax	Total
CONT		CONT

Lease Terms

Cash Terms

0 Months @ \$ 0 Per Month (plus tax)

\$ _____ Deposit

If Buyer's Lease is NOT Approved or Delayed, Buyer Agrees To The Cash Terms So That Digital and Analog Design May Proceed With Ordering And Installing The Equipment

\$0.00	(50%) Deposit
\$0.00	(40%) On Commencement of Installation
\$0.00	(10%) Upon Completion of Installation

Buyer's Initials

Buyer's Initials

* This Quotation is Good For 30 Days.

* This Agreement is Not Binding On Digital and Analog Design Until Accepted in Writing By A Digital and Analog Design Corporation Authorized Representative.

* The Undersigned Acknowledges Receipt of Terms And Conditions of Digital and Analog Design Corporation

Account Executive	Date
CLIENT:	
(Legal Entity Name)	(Legal Entity Name) Digital and Analog Design Corporation
(Authorized Signature)	(Authorized Representative)
(Typed or Printed Name Title)	(Typed or Printed Name, Title)
(Date)	(Date)



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SALES AGREEMENT No. 81470-2	
Buyer:	City of Centerville
Street Address:	100 West Spring Valley Rd.
City, State, Zip	Centerville, OH 45458
Buyer Phone:	937-433-7151
Installation Address:	MUNICIPAL BUILDING (CONT)
ESTIMATED INSTALL DATE:	

This Agreement is between Digital & Analog Design Corp. and the undersigned (Buyer).

Subject to the terms and conditions. Digital & Analog Design Corp. will provide, install and sell the following (Equipment):

QTY	PART NUMBER	DESCRIPTION
1	910-158-070	MAXAttach Wireless Dual-Unit Tabletop Conference Phone System
1	HPW84RR19	19" Equipment Rack
1	WS-C3560G-48PS-S	Cisco Catalyst 3560G-48PS SMI - Switch - 48 ports - EN, Fast EN, Gigabit EN - 10Base-T, 100Base-TX, 1000Base-T + 4 x SFP (empty)
1	WS-C3560G-24PS-S	Cisco Catalyst 3560G-24PS - Switch - 24 ports - EN, Fast EN, Gigabit EN - 10Base-T, 100Base-TX, 1000Base-T + 4 x SFP (empty)
5	GLC-LH-SM=	Cisco - Transceiver module - SFP - Gigabit EN - 1000Base-LX,
2	GLC-T=	Cisco - Transceiver module - SFP - Gigabit EN - 1000Base-T
1	E1500RUM1U	The MINUTEMAN Enterprise E1500RM1U is a 1500VA/900W 120 VAC true sinewave UPS designed for 1U high rackmount configurations
1	WS-C3560G-48PS-S	Cisco Catalyst 3560G-48PS SMI - Switch - 48 ports - EN, Fast EN, Gigabit EN - 10Base-T, 100Base-TX, 1000Base-T + 4 x SFP (empty)
1	GLC-LH-SM=	Cisco - Transceiver module - SFP - Gigabit EN - 1000Base-LX,
1	E1000RM1U	The MINUTEMAN Enterprise E1000RM1U is a 1000VA/700W 120 VAC true sinewave UPS designed for 1U high rackmount configurations

For additional Equipment See Continuation Sheet Attached

LOT: INCLUDES EQUIPMENT INSTALLATION, TESTING, TRAINING, PROGRAMMING AND FIVE-YEAR PARTS AND FIVE YEAR LABOR WARRANTY ON ALL TOSHIBA EQUIPMENT.	Purchase Price	Plus Tax	Total
	CONT		CONT
<input type="checkbox"/> Lease Terms	<input type="checkbox"/> Cash Terms		
<u>0</u> Months @ \$ <u>0</u> Per Month (plus tax) \$ _____ Deposit <small>If Buyer's Lease is NOT Approved or Delayed, Buyer Agrees To The Cash Terms So That Digital and Analog Design May Proceed With Ordering And Installing The Equipment</small>	\$0.00	(50%) Deposit	
	\$0.00	(40%) On Commencement of Installation	
	\$0.00	(10%) Upon Completion of Installation	

Buyer's Initials _____ Buyer's Initials _____

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(Legal Entity Name)	(Legal Entity Name)	Digital and Analog Design Corporation
(Authorized Signature)	(Authorized Representative)	
(Typed or Printed Name, Title)	(Typed or Printed Name, Title)	
(Date)	(Date)	



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SALES AGREEMENT No. 81470-3

Buyer: City of Centerville

Street Address: 100 West Spring Valley Rd.

City, State, Zip Centerville, OH 45458

Buyer Phone: 937-433-7151

Installation Address:

POLICE DEPT

ESTIMATED INSTALL DATE:

This Agreement is between Digital & Analog Design Corp. and the undersigned (Buyer).

Subject to the terms and conditions. Digital & Analog Design Corp. will provide, install and sell the following (Equipment):

QTY	PART NUMBER	DESCRIPTION
1	CIX200IPPKGLG	CIX200 IP Base Package Large.
1		16-channel IP Interface Unit. (LIPU-X1A)
1		16-channel IP Interface Sub-assembly (LIPS-X1A)
1		CIX200 Base Cabinet with Power Supply (CHSUB192A)
1		CIX200 Expansion Cabinet with Power Supply (CHSUE192A)
1		CIX200 Common Control Processor Unit (LCTU1A)
1		Extender for LIPU-X1A (LEXU-A1A)
1	AMDS1A	Remote Maintenance Modem for ACTU, ACTU-S, LCTU, or BCTU.
1	BPTU1A	ISDN Primary Rate Interface Unit.
1	BSTCIU1A	8-circuit Standard Telephone Interface with MW..
1	CSU T1/PRI**	Channel Service Unit for T1 and/or ISDN PRI circuits
52	IPT2010-SDLIC	10-button IP Speakerphone Small LCD with IP Endpoint License.
1	LCNU-C1A	Connector for BCOCIU, RCOU, RGLU or RDDU.
1	LEXU-A1A	Extender for LIPU-X1A.
1	LEXU-B1A	Extender for BPTU or RDTU.
16	LIC-CIX-STRN-CH	License for one Strata Net Channel
1	LIPS-X1A	16-channel IP Interface Sub-assembly.
1	LIPU-X1A	16-channel IP Interface Unit.
1	RCOU3A	4-circuit analog Loop Start CO Line Interface Unit
1	RPRI-CBL-KIT	ISDN PRI Cable Kit with Ferrite Core.

For additional Equipment See Continuation Sheet Attached

LOT: INCLUDES EQUIPMENT INSTALLATION, TESTING, TRAINING, PROGRAMMING AND FIVE-YEAR PARTS AND FIVE YEAR LABOR WARRANTY ON ALL TOSHIBA EQUIPMENT.	Purchase Price	Plus Tax	Total
	CONT		CONT

<input type="checkbox"/> Lease Terms	<input type="checkbox"/> Cash Terms
<u>0</u> Months @ \$ <u>0</u> Per Month (plus tax) \$ _____ Deposit <small>If Buyer's Lease is NOT Approved or Delayed, Buyer Agrees To The Cash Terms So That Digital and Analog Design May Proceed With Ordering And Installing The Equipment</small>	\$0.00 (50%) Deposit \$0.00 (40%) On Commencement of Installation \$0.00 (10%) Upon Completion of Installation

Buyer's Initials _____

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	Account Executive	Date
CLIENT:		
(Legal Entity Name)	(Legal Entity Name)	Digital and Analog Design Corporation
(Authorized Signature)	(Authorized Representative)	
(Typed or Printed Name, Title)	(Typed or Printed Name, Title)	
(Date)	(Date)	



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SALES AGREEMENT		No.	81470-4
Buyer:	City of Centerville		
Street Address:	100 West Spring Valley Rd.		
City, State, Zip	Centerville, OH 45458		
Buyer Phone:	937-433-7151		

Installation Address:	POLICE DEPT (CONT)	ESTIMATED INSTALL DATE:
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This Agreement is between Digital & Analog Design Corp. and the undersigned (Buyer).

Subject to the terms and conditions. Digital & Analog Design Corp. will provide, install and sell the following (Equipment):

QTY	PART NUMBER	DESCRIPTION
1	910-158-070	MAXAttach Wireless Dual Unit Tabletop Conference Phone System
1	HPW84RR19	19" Equipment Rack
1	WS-C3560G-48PS-S	Cisco Catalyst 3560G-48PS SMI - Switch - 48 ports - EN, Fast EN, Gigabit EN - 10Base-T, 100Base-TX, 1000Base-T - 4 x SFP (empty)
1	WS-C3560G-24PS-S	Cisco Catalyst 3560G-24PS - Switch - 24 ports - EN, Fast EN, Gigabit EN - 10Base-T, 100Base-TX, 1000Base-T - 4 x SFP (empty)
2	GLC-T=	Cisco - Transceiver module - SFP - Gigabit EN - 1000Base-T -
2	GLC-LH-SM=	Cisco - Transceiver module - SFP - Gigabit EN - 1000Base-LX,
1	E1500RUM1U	The MINUTEMAN Enterprise E1500RM1U is a 1500VA/900W 120 VAC true sinewave UPS designed for 1U high rackmount configurations
1	WS-C3560G-48PS-S	Cisco Catalyst 3560G-48PS SMI - Switch - 48 ports - EN, Fast EN, Gigabit EN - 10Base-T, 100Base-TX, 1000Base-T - 4 x SFP (empty)
1	GLC-LH-SM=	Cisco - Transceiver module - SFP - Gigabit EN - 1000Base-LX,
1	E1000RM1U	The MINUTEMAN Enterprise E1000RM1U is a 1000VA/700W 120 VAC true sinewave UPS designed for 1U high rackmount configurations
1	WS-C3560G-24PS-S	Cisco Catalyst 3560G-24PS - Switch - 24 ports - EN, Fast EN, Gigabit EN - 10Base-T, 100Base-TX, 1000Base-T - 4 x SFP (empty)
1	GLC-LH-SM=	Cisco - Transceiver module - SFP - Gigabit EN - 1000Base-LX,
1	E700RM1U	The MINUTEMAN Enterprise E700RM1U is a 700VA/490W 120 VAC true sinewave UPS designed for 1U high rackmount configurations

For additional Equipment See Continuation Sheet Attached

LOT: INCLUDES EQUIPMENT INSTALLATION, TESTING, TRAINING, PROGRAMMING AND FIVE-YEAR PARTS AND FIVE YEAR LABOR WARRANTY ON ALL TOSHIBA EQUIPMENT.	Purchase Price	Plus Tax	Total
	CONT		CONT

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(Authorized Signature)	(Authorized Representative)	
(Typed or Printed Name, Title)	(Typed or Printed Name, Title)	
(Date)	(Date)	



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SALES AGREEMENT No. 81470-5

Buyer: City of Centerville

Street Address: 100 West Spring Valley Rd.

City, State, Zip Centerville, OH 45458

Buyer Phone: 937-433-7151

Installation Address:

PUBLIC WORKS DEPT

ESTIMATED INSTALL DATE:

This Agreement is between Digital & Analog Design Corp. and the undersigned (Buyer).

Subject to the terms and conditions. Digital & Analog Design Corp. will provide, install and sell the following (Equipment):

QTY	PART NUMBER	DESCRIPTION
1	WS-C3560G-24PS-S	Cisco Catalyst 3560G-24PS - Switch - 24 ports - EN, Fast EN, Gigabit EN - 10Base-T, 100Base-TX, 1000Base-T - 4 x SFP (empty)
1	GLC-LH-SM=	Cisco - Transceiver module - SFP - Gigabit EN - 1000Base-LX,
1	E700RM1U	The MINUTEMAN Enterprise E700RM1U is a 700VA/490W 120 VAC true sinewave UPS designed for 1U high rackmount configurations
1	Valcom 821	Analog to IP gateway 1 port station side
14	IPT2010-SDLIC	10-button IP Speakerphone Small LCD with IP Endpoint License.

For additional Equipment See Continuation Sheet Attached

LOT: INCLUDES EQUIPMENT INSTALLATION, TESTING, TRAINING, PROGRAMMING AND FIVE-YEAR PARTS AND FIVE YEAR LABOR WARRANTY ON ALL TOSHIBA EQUIPMENT.	Purchase Price	Plus Tax	Total
	CONT		CONT

Lease Terms

Cash Terms

0 Months @ \$ 0 Per Month (plus tax)

\$ _____ Deposit

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\$0.00 (50%) Deposit
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Account Executive _____ Date _____

CLIENT:

(Legal Entity Name) _____ (Legal Entity Name) Digital and Analog Design Corporation

(Authorized Signature) _____ (Authorized Representative)

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(Date) _____ (Date)



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SALES AGREEMENT No. 81470-6

Buyer: City of Centerville

Street Address: 100 West Spring Valley Rd.

City, State, Zip Centerville, OH 45458

Buyer Phone: 937-433-7151

Installation Address:

BENHAM'S GROVE

ESTIMATED INSTALL DATE:

This Agreement is between Digital & Analog Design Corp. and the undersigned (Buyer).

Subject to the terms and conditions. Digital & Analog Design Corp. will provide, install and sell the following (Equipment):

QTY	PART NUMBER	DESCRIPTION
1	CHSU40A-SYS	CIX40 3x8 cabinet, system processor and power adaptor.
3	DKT3210-SD	10-button Digital Speakerphone with LCD - Charcoal Gray
1	GIPH-X1A	CIX40 8-channel IP interface card.
2	LIC-CIX-STRN-CH	License for one Strata Net Channel
1	WS-C3560-8PC-S	Cisco Catalyst 3560-8PC - Switch - 8 ports - EN, Fast EN - 10Base-T, 100Base-TX + 1x10/100/1000Base-T/SFP (mini-GBIC)
1	GLC-FE-100LX	Cisco - Transceiver module - SFP - Fast EN - 100Base-LX - 1310 nm
1	E700RM1U	The MINUTEMAN Enterprise E700RM1U is a 700VA/490W 120 VAC true sinewave UPS designed for 1U high rackmount configurations

For additional Equipment See Continuation Sheet Attached

LOT: INCLUDES EQUIPMENT INSTALLATION, TESTING, TRAINING, PROGRAMMING AND FIVE-YEAR PARTS AND FIVE YEAR LABOR WARRANTY ON ALL TOSHIBA EQUIPMENT.

Purchase Price Plus Tax Total
CONTD CONTD

Lease Terms

Cash Terms

0 Months @ \$ 0 Per Month (plus tax)

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Buyer's Initials

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SALES AGREEMENT No. 81470-7

Buyer: City of Centerville

Street Address: 100 West Spring Valley Rd.

City, State, Zip Centerville, OH 45458

Buyer Phone: 937-433-7151

Installation Address:

YANKEE TRACE

ESTIMATED INSTALL DATE:

This Agreement is between Digital & Analog Design Corp. and the undersigned (Buyer).

Subject to the terms and conditions. Digital & Analog Design Corp. will provide, install and sell the following (Equipment):

QTY	PART NUMBER	DESCRIPTION
1	CIX40PKG	CIX40 Basic System "Build-a-bundle" Flexible Package.
1		CIX40 Cabinet and Power Supply Unit (CHSU40A).
1		CIX40 Processor Card (GCTU2A).
11	DKT3210-SD	10-button Digital Speakerphone with LCD - Charcoal Gray.
1	GCDU2A	CIX40 3 Caller ID CO line and 8 digital telephone interface ca
1	GIPH-X1A	CIX40 8-channel IP interface card.
1	GSTU1A	CIX40 and CTX28 one-circuit standard telephone interface card.
8	LIC-CIX-STRN-CH	License for one Strata Net Channel
1	WS-C3560G-24PS-S	Cisco Catalyst 3560G-24PS - Switch - 24 ports - EN, Fast EN, Gigabit EN - 10Base-T, 100Base-TX, 1000Base-T + 4 x SFP (empty)
1	GLC-LH-SM=	Cisco - Transceiver module - SFP - Gigabit EN - 1000Base-LX,
1	E1000RM1U	The MINUTEMAN Enterprise E1000RM1U is a 1000VA/700W 120 VAC true sinewave UPS designed for 1U high rackmount configurations

For additional Equipment See Continuation Sheet Attached

LOT: INCLUDES EQUIPMENT INSTALLATION, TESTING, TRAINING, PROGRAMMING AND FIVE-YEAR PARTS AND FIVE YEAR LABOR WARRANTY ON ALL TOSHIBA EQUIPMENT.

Purchase Price	Plus Tax	Total
CONTD		CONTD

Lease Terms

Cash Terms

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(Authorized Signature)	(Authorized Representative)			
(Typed or Printed Name, Title)	(Typed or Printed Name, Title)			
(Date)	(Date)			

TERMS AND CONDITIONS
DAD Digital & Analog Design

1. Title and right of possession of the equipment sold hereunder shall remain with DAD and such equipment shall retain its character as personal property regardless of the manner in which it is affixed to any structure, until all payments hereunder (including deferred payments whether evidence by notes or otherwise) shall have been made in full in cash, and the buyer agrees to do all acts necessary to perfect and maintain such right and title in DAD.
2. The entire installation shall be accomplished in a neat and workmanlike manner, by skilled technicians trained in this specialized work. The date on which the equipment is substantially in place and operational as evidence by DAD's records shall be considered the date of installation of such equipment for all purposes of this agreement.
3. DAD shall not be liable for delay or failure to perform under this contract resulting from delays by suppliers or transportation companies, labor troubles, fires, acts of God, or other causes beyond its reasonable control. It is a condition precedent to DAD's obligations hereunder that all or a part of its required performance not be prohibited by law.
4. **Limited warranty.** Subject to the exclusions and limitations set forth below, DAD warrants the Equipment to be free from defects in materials and workmanship for 24 months after installation is complete, provided that the Equipment has been used only for the purposes for which it was designed, has not been altered, moved, disassembled or tampered with by any party (except employees of DAD, has not been damaged (except damage proximately caused by employees of DAD) and Buyer has promptly notified DAD in writing of the defect as soon as Buyer knows of it or reasonable should have known of it. **EXCEPT FOR THE LIMITED WARRANTY ABOVE, DAD MAKES NO WARRANTIES, LIMITED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** In the event DAD's limited warranty is breached, DAD will only repair or replace, at its option, the defective item. **THIS IS BUYER'S EXCLUSIVE REMEDY FOR DEFECTS AND BREACH OF WARRANTY, DAD'S LIABILITY FOR BREACH OF WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT AS PROVIDED ABOVE AND DAD SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS.**
5. Buyer represents and warrants that the Equipment has been purchased for and will be used only for commercial and not household, personal or consumer purposes. Buyer shall not interfere with the installation of the equipment and DAD's employees and agents shall freely enter and leave Buyer's premises during normal business hours. If the Equipment or any portion thereof is subject to licensing or franchising agreements or restrictions. Buyer will comply with any and all restrictions contained therein and shall not sell, lease or relinquish possession of the Equipment without DAD's prior written consent.
6. The system to be furnished under this contract shall be guaranteed by DAD to conform to Buyer plans, specifications, and other requirements disclosed to DAD in writing. In the event the system fails to conform to such requirements, liability of DAD arising out of the supplying of the Equipment furnished by DAD, its installation or its use, shall not in any case exceed cost of repairing the defective part or supplying a replacement part thereof. In no event shall claims for consequential or special damages be made against DAD. This guarantee shall not apply in any case in which the Buyers specified the type of equipment to be used.
7. Buyer acknowledges it hereby has acquired an insurable interest in the Equipment and when Equipment is delivered to the job site, responsibility for its loss or damage devolves upon the Buyer, except where loss or damage results directly from DAD's negligent act. Buyer shall deliver insurance policies at DAD's request evidencing adequate coverage of Equipment so delivered Buyer shall provide adequate fire, theft, vandalism insurance to protect the interest of DAD against loss or damage to Equipment and material on the job site.
8. The buyer shall be responsible for identifying and disclosing to DAD all fixtures, wiring or other equipment or conditions which might be damaged, cause damage or otherwise affect or be affected by the work. In the event of damage, or a claim of damage without disclosure being given, the Buyer shall waive and hold DAD harmless against all claims, suits, judgments and awards resulting therefrom.
9. All changes, alterations or omissions to be made in the work as specified shall be performed in accordance with a written agreement between Buyer and DAD which shall define the amount of any increase or credit in price adjustments
10. Any and all taxes or assessments which may be assessed on the Equipment or materials supplied hereunder or which may be due or become due, or which may be required to be paid with regard to this contract shall be added to the purchase price and shall be payable prior to the commencement of installation.
11. Any AC outlets, teflon cable or conduit, (if desired or necessary) are to be furnished by the Buyer at its own cost as these terms have not been included in the quotation.
12. Except for acts intended to cause damage, Buyer releases DAD from any and all actions, claims, demands and liabilities arising, directly or indirectly, as a result of the acts and omissions of agents and employees of DAD on Buyer's premises. ~~Buyer shall indemnify and hold DAD and its employees and agents harmless for any and all cost, expenses and damages incurred and amount of damage to the personal property of DAD by agents and employees during the Equipment installation.~~
13. Buyer's failure to pay the entire purchase price of the Equipment including sales taxes when due, shall give DAD the right, without liability, to repossess the Equipment with or without notice, and to avail itself of any legal remedy. DAD also has the right to add the maximum service and/or penalty charges per month allowable by law, and the amount of all legal fees incurred by DAD in collecting such amounts or in repossessing the Equipment.
14. This Agreement shall be governed by the laws of the State of Ohio applicable to contracts executed and to be performed entirely within that State, without reference to conflicts of laws provisions. Buyer and DAD hereby (a) agree to any action or proceeding with respect to this Agreement shall be brought in the Court of Common Pleas of Hamilton County, Ohio, (b) accepts for itself the exclusive jurisdiction of said Court, and (c) irrevocably waive any objection to venue.
15. This agreement, when signed by Buyer and approved by an authorized representative of DAD at its corporate office in Cincinnati, Ohio, shall constitute the only agreement between the parties. This Agreement may be amended, altered, or changed only through a written document signed by Buyer and an authorized representative of DAD at its corporate office. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns. Cancellation of this agreement by BUYER will result in a 15% restocking charge to be paid by BUYER to DAD.
16. **Disclaimer:**

The Digital & Analog Design Corp. claims no responsibility for any computer virus, worm or any computer software by designed or unintentional that may corrupt, damage, or in any way impede the operation of this computer system.

Further, it is understood that the responsibility for the prevention of any computer virus, worm or any computer software by designed or unintentional that may corrupt, damage, or in any way impede the operation of this computer system lies solely with the purchaser of this computer system.
17. **Disclaimer 1: Computer based applications**

Digital and Analog Design Corp claims no responsibility for any computer virus, worm or any computer software loaded by design or unintentional that may corrupt or in any way impede the operation of any Computer system purchased. Further, it is understood that the responsibility for the prevention of any computer virus, worm or any computer software loaded by design or unintentional that may corrupt, damage, or in any way impede the operation of any provided computer system lies solely with the purchaser of this computer system.

Disclaimer 2. VoIP Quality of Service
DAD agrees to provide the customer with a VoIP network analyze and recommendations to allow for QoS on Voice over IP Applications. If the customer elects not to proceed with the assessment or recommendation, DAD can not guarantee QoS for Voice over IP applications

Disclaimer 3. Carrier Services
DAD claims no responsibility for any carrier service issue if it is determined that the said carrier in question is responsible for said problem or out; This responsibility holds true if DAD has processed any all agreements for provision such services. Furthermore, DAD will work with any and all providers of carrier services to assist in correcting any and all problems