



# Contract for Network Upgrades

rbTechnologies

**CLIENT:**

Town of East Montpelier  
40 Kelton Road  
East Montpelier, VT 05651

9 December, 2014



Thoughtfully managed, custom crafted business computer networks and communications systems since 1997

**Hardware & Software:**

Nexlink P1000-IV3 Intel Server **\$4,995.00**  
Windows Server 2012 R2 Essentials 64 Bit 2 Proc  
Processor-Intel Quad Core Xeon E3 1220V3 3.1GHz S1150  
Intel S1200 Motherboard  
Hard Drives-2TB SATA3 7200rpm 3.5 Inch 128MB (4 each)  
16GB RAM DDR3 1600mMHz  
LSI MegaRAID 9271-8i SAS RAID Controller configured to RAID 5  
Redundant Power Supply  
24X DVD-RW 5.25 Optical Drive  
3 year Depot Server Warranty

APC 1000VA UPS (Uninterrupted Power Supply) **\$625.00**

**Hardware/Software Total: \$5,620.00**

**Estimated Installation:**

Build & Burn – rbTechnologies Lab (reg. price 1,800.00) **\$1,300.00**

Onsite Installation **\$4,000.00**

Add Server to Network Domain  
Migrate User Accounts and Data to new Server  
Migrate Shared Folders to new Server  
Set/Check Folder Permissions  
Decommission old Server  
Clean up any server or workstation issues/punchlist

\*The above process typically takes approximately 32 engineering hours.

\*\*Banked unused contract time to be applied to installation labor charges.

**Installation Estimate Total: \$5,300.00**

**Project Grand Total: \$10,920.00**



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## Warranty

All new server systems from rbTechnologies are sold with a 3 year depot warranty (5 year for workstations) for failed parts. We extend the manufacturer's warranty *at our cost* to include the labor required to swap out any failed component for the entire duration of the warranty period.

*\*Diagnostic time, if significant or unusual, will result in hourly charges. The manufacturer's warranty covers the parts **only**, and does not cover or include any necessary reprogramming or configuration of the repaired equipment.*

## Loss of Data

The Client represents that it has established and regularly follows the fail-safe backup of the Client's data. The Client further explicitly agrees that Consultant shall not be responsible for the integrity or existence of any data on the Client's network or any individual computer of the Client; and that the Client will indemnify, defend, and hold harmless Consultant for the corruption or loss of any data of the Client, or of their parties, whether or not caused by the negligence or intentional conduct of the Consultant, except if Client demonstrates gross negligence/intentional tort on part of Consultant.

## Incidental and Consequential Damage

The Client explicitly agrees that Consultant shall not be responsible for incidental or consequential damages arising from the Client's inability to use its network or any individual computer during any service call made by Consultant or for any loss suffered by the Client as a result of any subsequent equipment failure, without limitation.

## Indemnification

In addition to, and not in limitation of, disclaimers of liability made by Consultant for hardware and software damage in any other portion of this agreement, for any hardware or software failure for which a Service Call is made by the Client to the Consultant, which failure has the effect of causing loss to any third party, whether or not by delay, loss or corruption of data, loss or benefit of any contracts, or any other loss, the Client shall indemnify, defend and hold free and harmless Consultant from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses (including, without limitation, sums paid in private rights of action or in settlement of claims, legal fees, consultant fees and expert fees) which arise during or after the Term as a result of such failure.

## Limitation of Liability

**rbTechnologies**, its officers, employees, agents, and directors, shall not be liable for any direct or indirect damages to the customer other than actual damages directly and proximately resulting from the failure, delay, or non-performance of the services. The total liability of **rbTechnologies** for such damages will be limited and will not exceed \$500,000.00 (five hundred thousand dollars) per claim and/or \$500,000.00 (five hundred thousand dollars) per aggregate for services rendered during the term of this Agreement. The liability arising out of contract, tort, breach of warranty, infringement or otherwise, shall not include liability for loss of profits, loss or inaccuracy of data, or indirect, special, incidental or consequential damages.



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### **Factors Beyond Control of Either Party (Force Majeure)**

No party shall be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause, including but not limited to acts of God, flood, hurricane, extreme weather, fire, or other natural calamity, acts of governmental agencies, or similar causes beyond either party's reasonable control.

### **Payment schedule**

The payment schedule for the work described herein shall consist of the following:

- A. Pre-payment for hardware and software, plus any applicable tax.

### **Acceptance of Proposed Work**

The contract will be effective upon our receipt of this signed contract, accompanied by the initial payment as defined above.

Upon receipt of acceptance and payment, we will place our orders for the above hardware and software, and schedule the pre-installation and on-site work.

***Please Note:*** All labor is billed on a time and materials basis. With the exception of "flat rate" items, the time estimates in this proposal are estimates only, and are not to be considered a promise to deliver goods or services in a particular time-frame. When we create a proposal, we give our best effort to provide an accurate estimate of the time involved in each portion of the project, and try to estimate on the high end to ensure that we don't go over the time we quoted. That said, it is entirely possible that we may encounter unforeseen circumstances (technical difficulties, product availability, etc.) that may interfere with the timely delivery of the finished project. Labor is billed at quoted rate with a 1 hour minimum for on-site visits.

All invoices are subject to net 10 day terms from billing date, and unpaid balances accrue interest of 1.5%/month beyond 30 days.



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**rbTechnologies, LLC Technical Services Contract  
Signature Page**

**Authorized and Accepted by for Client:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Authorized and Accepted by for Consultant :**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date