



Company Address 3625 Serpentine Drive  
Los Alamitos, CA 90720-2440  
US

Quote Number Q-03877-5

Ship Via

Quote Date 6/5/2023  
Expiration Date 7/1/2023  
Terms Net 30

Award Schedule

Prepared By Miles Cole  
Phone (562) 431-2594  
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Contact Name Nick Greer  
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Bill To Name Boone County Schools  
Bill To 8330 U.S. Highway 42;  
Florence, KY 41042  
US

Bill To Ship Boone County Schools  
Ship To 5505 North Bend Rd  
Burlington, KY 41005  
US

Product Description	Line Item Description	Sales Price	Quantity	Total Price
Annual Service for ID Card System  Includes: Badge Platform Template Configuration Card Printer Web Camera Starting Supplies Technical Support Service		\$1,195.00	25.00	\$29,875.00
Dedicated project manager and technical specialist for your implementation. Includes delivery coordination, product training, remote support and testing.	Waived	\$0.00	1.00	\$0.00
Custom RFID Cards - Proximity		\$1.85	25,200.00	\$46,620.00
Clear badge hldr w/zip closure		\$0.30	25,200.00	\$7,560.00
3/8" Black breakaway lanyard with swivel hook attachment. Minimum order quantity of 100, sold in increments of 100.		\$0.30	25,200.00	\$7,560.00
Shipping		\$2,050.00	1.00	\$2,050.00
Sales Tax		\$0.00	1.00	\$0.00

Subtotal \$91,615.00  
Sales Tax \$0.00  
Freight \$2,050.00  
Total Price \$93,665.00



## **CI SOLUTIONS TERMS AND MANAGED SERVICES AGREEMENT FOR HARDWARE USE, SOFTWARE, SERVICES AND DATA STORAGE**

This CI Solutions Terms and Managed Services Agreement for Hardware Use, Service and Data Storage ("Agreement") is effective as of 5/1/2023 ("Effective Date") and entered into between Boone County Schools ("Customer") and CI Solutions, Card Integrators Corporation ("CI Solutions"), the Parties agree that the following terms and conditions shall apply to Customer's use of equipment and acquisition of services from CI Solutions, DEFINITIONS. The following terms shall have the meanings ascribed to them below:

- "Agreement" means this Agreement (including any Orders submitted by Customer and accepted by CI Solutions under this Agreement, any Quotes, Sales Orders or Invoices which together form a single agreement.
- "Data" means any and all files, information, data or other content generated by Customer that is collected, transmitted, and/or stored in or with CI Solutions in connection with its delivery of the Services. Data does not include information that CI Solutions collects for relationship management purposes, such as contact, billing, customer relationship management, service delivery, performance measuring, and compliance monitoring or Aggregated User Data (as defined in Section 11 below).
- "Hardware" means any equipment provided by CI Solutions to Customer under this Agreement.
- "Parties" means CI Solutions and Customer. "Party" in singular form means either CI Solutions or Customer, as applicable.
- "Services" means CI Solutions Offerings, including, but not limited to, data storage from ID card production to a secured hosted data center; monthly storage of collected data; customer support for printing hardware and/or any other services that CI Solutions makes available to Customer under this Agreement.
- "Managed Services" refers to the Service Packages selected by and provided to a Customer under a particular Quote or Order pursuant to access or license by CI Solutions granted under this Agreement..
- "Service Packages" refers to one or more of the Services CI Solutions will provide to a Customer under a particular Quote or Order. Access to different CI Solutions Offerings and Services is based on the selected Service Package. Not all Service Packages receive access to all CI Solutions Offerings.
- "Software" means any computer software or online platform, digital or otherwise, and associated documentation made available to Customer by CI Solutions under this Agreement. Such Software includes, but is not limited to, any software and/or firmware loaded onto Hardware provided by CI Solutions for the Customer's use leased by Customer from CI Solution under this Agreements, as may be included with or otherwise provided by CI Solutions for use with said Hardware.
- "Terms of Use" means the terms and conditions applicable to use of the Services, a copy of which is incorporated herein (see Section 11 below). Terms of Use also refers to the terms set forth at <https://www.cardintegrators.com/terms-of-use/> which are hereby incorporated herein to this Agreement.
- "CI Solutions Offerings" means the CI Solutions provided Hardware, Software and Services that CI Solutions makes available to Customer or use under this Agreement. Pricing and other related terms for CI Solutions Offerings will be specified in writing in one or more Quotes,, Sales Orders, or Invoices (also hereinafter "transaction documents"), which are to be construed in conjunction and consistent with this Agreement. The terms in this Agreement shall govern the relationship and all transactions between the Parties as it relates to the use of CI Solutions' Hardware, Software or Services.

### **1. HARDWARE: Hardware provided to Customer under this Managed Services Agreement and pursuant to any other transaction documents under this Agreement are owned and shall always be owned by CI Solutions, and not the Customer.**

Any and all Hardware provided to Customer under the terms of this Agreement and related transaction documents is provided only under license pursuant to use terms stated in the transaction documents. CI Solutions' Hardware may be used only with the Services, in accordance with specifications applicable to such Hardware and all applicable laws. All Hardware to be delivered by CI Solutions to Customer under this Agreement shall be shipped FOB origin, such that possession of Hardware under this Agreement transfers to Customer when such Hardware is made available to Customer at CI Solutions' premises. Without affecting the transfer of title, CI Solutions shall, as an additional Service included in the Quote as shipping charges, arrange for insured shipment of such Hardware to Customer via a common carrier of CI Solutions' choosing, and will assist Customer with any claims against such a carrier for lost or damaged shipments. Unless Customer has purchased Hardware installation Services from CI Solutions or its authorized agents, Customer shall be solely responsible for the proper installation of all such Hardware in accordance with CI Solutions' protocols for the installation of its Hardware under this Agreement.

- **Modification of Hardware:** Customer hereby agrees without any reservation that it shall not modify, adapt, amend, or otherwise make any changes to CI Solutions' Hardware provided to Customer under this Agreement. Customer hereby agrees that changes of any kind made by Customer or its agents, employees or custodians of CI Solutions' equipment without the express written permission of CI Solutions are strictly prohibited and shall be deemed a breach of this Agreement whereby Customer shall be liable for costs incurred by CI Solutions' associated with the removal, retrofitting and/or return of said Hardware to its original condition.



**2. SERVICES AND FEES:** Subject to Customer's timely payment of all applicable fees and expenses and compliance with all material terms of this Agreement including but not limited to terms set forth in Section 8 below and billed Invoices to Customer, CI Solutions shall provide the Services to Customer during the Service Term as defined below. The following services are included with each Service subscription: Service activation, access to the CI Solutions' web-based portal and associated web-based Software applications, email & phone support, Software upgrades made generally available to Service Customers. Customer acknowledges that CI Solutions in its sole discretion may update and change the features and functionality of the Services under this Managed Services Agreement from time to time, with or without notice, so long as such changes do not materially diminish the value of the services based on a standard of commercial reasonableness. Service Packages are defined on the Quote, Sales Orders and referenced in Invoices, as applicable. In the event of a discrepancy between the Quote and Sales Order, the stated pricing will be controlled by the Quote, and the Hardware quantity will be controlled by the Quote. All Quotes, Sales Orders and related transaction documents are governed by the terms of this Managed Services Agreement.

**3. CUSTOM SERVICES:** Unless otherwise provided in a separate Scope of Work ("SOW") or Quote specifically referencing or attached to this Agreement, CI Solutions will not provide any custom Services, including but not limited to, integration services, bulk data export services, or other non-standard Services ("Custom Services") not specifically identified in the relevant SOW, Quote or Sales Order. Any Custom Services must be agreed upon by the Parties in a signed SOW.

**4. CHANGES TO PRICING:** CI Solutions shall have the right in its sole reasonable discretion to change Product pricing upon [30] calendar days written notice by CI Solutions to the Customer. Such changes made by CI Solutions may include, without limitation, adding or deleting Products, increasing or decreasing prices, or offering for stated limited-time special discounts, rebates or other promotions for some or all of the Products. Any price increase will not apply to any order received prior to the date of such notice of price increase, if the requested shipment date is less than [10] calendar days from the date that Customer's order is received by CI Solutions. In the event CI Solutions reduces the price of a Product shown in Quote or Sales Order, then (a) such reduction shall apply to any orders received by CI Solutions from Customer prior to the date of notice of such reduction but not yet shipped, and (b) CI Solutions shall issue a credit to Customer account for the amount of such reduction for each affected Product shipped to Customer within [10] calendar days prior to the date of such notice.

**5. SERVICE TERM AND TERMINATION:**

A. Base Service Term: The Base Service Term shall be defined as a period of [three (3)] calendar year(s) following the commencement of Service billing. Service billing shall commence as follows: (a) For Hardware that is shipped to Customer by CI Solutions on or before the 15th calendar day of a month, Service billing shall commence on the first of the month following the Hardware shipment date; (b) For Hardware that is shipped to Customer by CI Solution after the 15th calendar day of a month, Service billing shall commence on the 15th calendar day of the following month, following the Hardware shipment date. If, for any reason, the billing for Services is deferred beyond the above-defined commencement date, the Service billing commencement date shall be the date of the first Invoice for Service that the Customer.

B. Extended Service Term: Should Customer purchase Hardware at a date subsequent to its purchase of the Service described in this Agreement, then Customer's Base Service Term for the Service shall be automatically amended such that its Service and Hardware service periods are the same period of three (3) calendar years following the shipment date of the Hardware to Customer.

**6. EARLY TERMINATION:** In the event of written termination prior to the end of the Term by either party, CI Solutions will remove Customer account and Customer hereby agrees it shall return any CI Solutions-owned equipment within 30 calendar days of CI Solutions' transmission of or its receipt from Customer of said notice of termination, delivered freight paid to a location specified by CI Solutions. All payments made to CI prior to the date of termination are nonrefundable. Moreover, if early termination is effectuated by Customer, then Customer shall pay 50% of all remaining unpaid balances due to CI Solutions under this Agreement; said 50% portion of all unpaid balances shall be paid in full by Customer to CI Solutions via check or bank wire within 30 calendar days of CI Solution's receipt of Customer's written notice of termination of this Agreement.

**7. RENEWAL OF SERVICES:**

A. Timing: Customer shall notify CI Solutions in writing of Customer's request to either terminate or renew this Agreement. Such notice must be received by CI Solutions no later than ninety (90) calendar days prior to the final date of the Term of this Agreement, unless said time is waived in writing by CI Solutions.

B. Proposed Terms and Good Faith Discussions: Upon timely receipt of Customer's request to renew this Agreement, CI Solutions will determine, in its sole discretion, whether Customer's request for renewal will be granted. If a renewal is granted by CI Solutions, it will send Customer the proposed terms of renewal for a subsequent Term(s); Customer shall engage in timely, responsive, good faith discussions with CI Solutions to help ensure the Parties arrive at final renewal terms prior to the final date of the Term of this Agreement.

C. Hardware For New Term: CI Solutions will decide, at its sole discretion, whether Customer will receive any new Hardware for use during any forthcoming renewal Term(s), or whether Customer will be required to use the same Hardware currently in use under the present Term.



**D. Return of Hardware During Renewal Discussions:** If CI Solutions determines that new Hardware will be provided to Customer for use during a forthcoming renewal Term, then CI Solutions will pay for shipping costs directly related to Customer's return shipment of the previously-provided Hardware (to the offices of CI Solutions), provided that said return shipment of Hardware is made in compliance with any shipment location, timing and related directions communicated in writing to Customer by CI Solutions.

## **8. RETURN OF HARDWARE:**

**A. Original Hardware Boxes Required For All Return Shipments:** Irrespective of whether Customer returns CI Solutions' Hardware pursuant to renewal discussions or termination of this Agreement, Customer shall use the same boxes in which CI Solutions' Hardware was originally shipped to and received by Customer. Lost or damaged boxes may be replaced by submitting a written request to CI Solutions no later than sixty (60) calendar days prior to the end of the current Term; Customer shall pay CI Solutions fifty dollars (\$50.00) plus costs of shipping for each replacement box.

**B. Hardware Return Processing Fees:** All Hardware returns are subject to administrative fees relating to restocking, repair, disposal and other associated costs to be billed by CI Solutions and paid by Customer within thirty (30) calendar days.

## **9. PAYMENT TERMS AND TAXES:**

**A. Payment Terms:** Customer shall pay (in U.S. dollars) all amounts as stated in Invoices issued under this Agreement by wire transfer to CI Solutions' designated bank, by check, or by any other method deemed in writing as acceptable to CI Solutions. Full payment under this Agreement shall be made within a 3-year term as follows: 1) First due within 30 calendar days of delivery of Managed Services to Customer, as stated on Invoice; 2) Next due at or by 12 months after Effective Date of Agreement, as stated on Invoice; and 3) Full remaining balance due at or by 24 months after Effective Date of Agreement, as stated on Invoice. Payments are not subject to set-off or reduction unless otherwise agreed to in writing by CI Solutions. Any amounts not paid when due shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum legal rate if less, and Customer hereby agrees it shall be responsible for all billed amounts, costs, and expenses, including but not limited to attorney's fees, incurred by CI Solutions in connection with efforts made to collect any delinquent amounts. CI Solutions shall be entitled to withhold performance and suspend the Services until all amounts due are paid in full.

**B. Taxes:** All payments by Customer to CI Solutions exclude taxes unless specifically and expressly stated by CI Solutions. Customer is responsible for payment of all applicable taxes, (including, but not limited to, sales tax, use tax, and property tax on all Hardware leased under this Agreement, excepting taxes on CI Solutions income or CI Solutions employment taxes) however designated or incurred in connection with the transactions under this Agreement, and agrees to reimburse CI Solutions for any taxes paid on their behalf.

**C. Annual Price Adjustment:** Commencing one (1) year following the Effective Date of this Agreement, there may be an increase in Customer's total annual subscription fee of three percent (3%). This annual price adjustment shall automatically take effect on the first month of the one (1) year anniversary of the Effective Date of this Agreement, and each year thereafter.

**10. MANAGED SERVICES SOFTWARE LICENSE/GRANT:** All Software is licensed, not sold under this Managed Services Agreement. Subject to Customer's timely payment of all applicable fees and expenses, and compliance with all material terms of this Agreement and, if applicable, any 3rd Party Terms, CI Solutions grants to Customer for the limited duration of the Term this Agreement remains in effect, a limited, non-transferable license, without rights to sublicense, to access and use the Software solely in connection with Customer's use of the Services and solely for Customer's internal business purposes. Except for this limited license conveyed Customer under this Agreement, CI Solutions and its suppliers shall at all times retain all right, title, and interest in and to all copyrights, trademarks, service marks, trade secrets, patents, patent applications, mask works, moral rights, contract rights, and any and all other proprietary rights embodied in the CI Solutions Offerings and 3rd Party Offerings relating to this Managed Services Agreement, including, without limitation, any improvements or derivatives of such offerings. Customer acknowledges that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. Customer represents that it will not permit the Software to be used for any purposes prohibited by law. Except as otherwise expressly provided in this Agreement, Customer shall have no right, title or interest in or to any intellectual property relating to the CI Solutions Offerings and/or 3rd Party Offerings and shall not (a) modify or create derivative works from any Software, (b) merge or otherwise combine any Software with other software not expressly approved in writing by CI Solutions, or (c) copy, reproduce, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or algorithms of any Software. Customer hereby agrees it will not violate or contest CI Solutions or its suppliers' proprietary rights related to any CI Solutions Offering and/or 3rd Party Offering or any ownership right of CI Solutions to any Hardware or Software provided to Customer under this Agreement. Additional terms may apply to 3rd Party Offerings or future versions of CI Solutions' Managed Services relating to this Agreement; any such additional terms shall be presented to Customer as such terms are amended and applicable to Customer. Customer acknowledges use of a 3rd Party Offering requires acceptance of the 3rd Party Terms, which are not controlled by CI Solutions.

**11. TERMS OF USE/CUSTOMER OBLIGATIONS:** Customer shall be solely responsible for obtaining and maintaining Internet access to CI Solutions web based applications through an Internet service provider and the hardware and software necessary to enable such a connection. Customer is responsible for ensuring that only authorized Customer personnel (noting that a competitor of CI Solutions can never be an authorized user) have access to CI Solutions web based services and for the security of Customer's computer system



and the connection to CI Solutions systems. At all times during and after the termination or expiration of this Agreement, Customer and its employees and agents shall maintain the confidentiality of trade secret information. Customer shall not disclose any such proprietary information concerning CI Solutions Products (Hardware and Software), including any flow charts, logic diagrams, user manuals and screens, to persons not an employee of Customer without CI Solutions prior written consent.

**12. PERSONALLY IDENTIFIABLE INFORMATION:** Customer (or "District") acknowledges and agrees to the following: (a) District will manage the disbursement of ID CARDS to their students. (b) Other than the fields in the scope of work, District will not upload any student personally identifiable information (PII), such as social security numbers, home addresses, parent names, or telephone numbers, into CI Solutions database. Such information is not requested nor required by CI Solutions for the performance of its obligations under this Agreement deployment or operation of and such information should be maintained by and reside in District's own data information systems.

**13. DATA RETENTION.** Customer acknowledges: (1) that unless it purchases additional Data Retention services, CI Solutions will have the right to purge all Data as follows: Subject to purge after 6 months, or 12 months, as elected by Customer in the checkboxes below. If no boxes are checked, CI Solutions will have the right to purge Data after 12 months (2) Regulations may mandate specific Data Retention requirements for Data, and it is the Customer's sole responsibility to understand those requirements and to export and archive its Data if the Data Retention period offered by CI Solutions is not sufficient. (3) Unless CI Solutions specifically agrees in writing otherwise, all Data can be purged by CI Solutions according to the Retention period selected. From time to time, CI Solutions may offer new types of Data services, and such new Data services may have different Data Retention periods, to be defined in a corresponding service specification for that offering. If no data retention period is defined, the retention period of 12 months will apply. (4) CI Solutions is not required to retain Data except as provided in this Section or in a separate written agreement. Unless other arrangements are made in writing with CI Solutions, all Data submitted using CI Solutions web-based applications may be purged as provided herein.

Data Retention Period:

Rolling Period: # 6 Months # 12 Months

**14. INTELLECTUAL PROPERTY (IP):** CI Solutions retains all rights, title and interest and all related IP rights in and to the CI Solutions Offerings and CI Solutions Confidential Information, including any enhancements, updates or other modifications, including custom modifications, thereto, whether made by CI Solutions, Customer or any third party. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the CI Solutions Offerings. Under no circumstances shall Customer sell or transfer any Hardware or licensed Software, reconstruct or repair such Hardware or Software, or reverse engineer or otherwise attempt to learn or otherwise extract the trade secrets, know-how or other IP embodied therein. Customer agrees that CI Solutions may collect data regarding Customer's use of the Service and analyze, use and disclose such data in an aggregated format ("Aggregated User Data") for CI Solutions' business purposes provided such Aggregated User Data is not personally identifiable or Customer identifiable.

**15. LIMITED HARDWARE WARRANTY FOR HARDWARE:** CI Solutions warrants that the serialized Hardware elements of any CI Solutions Offerings delivered by CI Solutions or its agents to Customer under this Agreement shall be free from all material defects in workmanship under normal use and service. Hardware installations must follow CI Solutions equipment-specific installation guidelines to qualify for the foregoing warranty. CI Solutions warranty period for such serialized Hardware is as follows: The warranty period runs from the date of shipment, and any replacement Hardware provided under warranty will be covered under warranty for the remainder of the warranty term based on the shipment date for the original equipment. Provided that such Hardware is used and handled as intended and in accordance with this Agreement, and that Customer provides CI Solutions with notice within the applicable warranty coverage period, as Customer's sole and exclusive remedy, CI Solutions will replace any failed or functionally impaired Hardware with comparably equivalent Hardware in terms of performance and functionality, as determined by CI Solutions. This warranty does not apply to any Hardware that has been misused, modified, altered, willfully abused or that has been subject to excess electrical current, water or any other intentional modification or environmental damage or that has been damaged due to the manner in which the Hardware was installed by Customer or its agents or representatives. If Hardware is determined by CI Solutions to be damaged due to any of the aforementioned causes, or if Hardware is otherwise deemed by CI Solutions to be ineligible for Warranty coverage, Customer will be charged the price of a refurbished unit plus shipping and handling, and restocking fees. Return of any Hardware requires a Return Material Authorization ("RMA") number. All RMA's must be pre-authorized by CI Solutions Customer Care at: E-mail: support@cardintegrators.com Phone: (562) 431-2594.

**16. WARRANTY LIMITATIONS:** The limited warranties set forth above are applicable solely to the CI Solutions Offerings expressly made under this Agreement. Customer hereby acknowledges that it is solely responsible for its use of data and any consequences thereof; CI Solutions hereby expressly disclaims any warranties or assurances as to the accuracy, completeness, sufficiency, or any other qualifying factors relating to such data. With the exception of any express warranties provided under this Agreement, CI Solutions itself makes no warranties in any manner that the Hardware or any CI Solutions Offerings will be available, accessible, free from error or disruption of any type, timely, secure, or otherwise meet Customer's expectations. Furthermore, CI Solutions expressly disclaims any





implied warranties of merchantability and fitness for a particular purpose, and any warranties that may arise from Customer's course of performance, dealing, or usage of trade.

**17. LIMITATION OF LIABILITY:** With the exception of any obligations of either party as expressly set forth in this Agreement, including but not limited to Customer's misuse, damage, or misappropriation of CI Solutions' Hardware or intellectual property, in no event shall either party be liable to the other party or to any third-party, for any consequential, indirect, special, incidental, or exemplary damages, whether foreseeable or unforeseeable (including, but not limited to, damages for loss of data, goodwill, anticipated or actual profits or revenues of any type, investments, use of money or facilities, interruption or disruption in use or availability of data; the possibility of such damages, arising out of (i) the performance or non-performance of this Agreement, use of the CI Solutions Offerings, or (ii) any claim, cause of action, breach of contract or any express or implied warranty, under this Agreement or otherwise, misrepresentation, negligence, strict liability, or any other tort. CI Solutions' aggregate liability under this Agreement shall not, under any circumstances claimed by Customer or any other third-party, exceed the total fees actually paid by Customer in the immediately preceding twelve (12) months under this Agreement, irrespective of the nature of any such purported claims or losses being in contract, tort, strict liability, or any other basis. Each and every of the foregoing limitations shall apply regardless of whether CI Solutions has been advised or otherwise notified by Customer or any third-party of such damages, and irrespective of whether any remedy which may be offered by CI Solutions fails its essential purpose or otherwise falls short of Customer's expectations.

**18. CONTROLLING TERMS:** All CI Solutions Offerings licensed or purchased by Customer from CI Solutions during the term of this Agreement shall be subject to the terms and conditions of this Agreement as set forth herein and at Section 1 of this Agreement. Terms related to Order submission, delivery, pricing, or payment shall be established between Customer and CI Solutions as specified in writing herein and in CI Solutions' transaction documents provided to Customer. Any terms or conditions appearing on the face or reverse side of any Customer purchase order, acknowledgment, or confirmation that are different from or in addition to those required hereunder shall not be binding on the Parties, even if signed and returned, unless both Parties agree in a separate writing to be bound by such different or additional terms and conditions.

**19. OTHER LIMITATIONS:** CI Solutions licensors and suppliers shall have no liability of any kind under this Agreement and Customer shall not be a third-party beneficiary under agreements between CI Solutions and its licensors/suppliers. Customer acknowledges: (1) it is solely responsible for its use of Data, controlling its employees/authorized users access to the Software, Hardware and Services, (2) the accuracy of Data may be dependent on the accuracy of information provided by individuals using Hardware or Software on Customer's behalf; and (3) Customer is solely responsible for instructing such individuals in the proper use of equipment, CI Solutions shall have no liability whatsoever with respect to Data, except in the case of gross negligence or intentional misconduct by CI Solutions or its employees. CI Solutions shall have no liability for any nonperformance/delay caused by any event reasonably beyond its control, including, but not limited to labor disputes, natural disasters and other acts of God, and war.

**20. HOLD HARMLESS AND INJUNCTIVE RELIEF:** To the extent allowed by law, Customer shall hold CI Solutions harmless from and against any claim, cost, or expense ("collectively, Claims") asserted or initiated by a third party arising out of or relating to Customer's use of the Data provided by the Service for employment decisions. For copying or unauthorized use of the software, or other violations of the terms of this agreement, CI Solutions may seek and obtain injunctive relief for such breaches or threatened breaches, in addition to, and not in limitation of other legal remedies.

**21. CONFIDENTIALITY:** To the extent allowed by law, each Party shall retain in confidence all information received from the other Party that the disclosing Party identifies as being proprietary and/or confidential. In no event shall either Party employ less than a reasonable degree of care in protecting the Confidential Information, which includes, but shall not be limited to: the terms of this Agreement, pricing, business plans, customer lists, operational and technical data and product plans. Customer shall not share or provide access to CI Solutions web based software or device firmware with any competitor of CI Solutions. The receiving Party's obligations under this Section shall extend for two (2) calendar years following the disclosure of the Confidential Information.

**23. MISCELLANEOUS:** The failure of either Party to exercise in any respect any right provided for herein will not be deemed a waiver of any provision of this Agreement or of any subsequent breach of the same and no waiver of any provision of this Agreement will be effective unless made in writing. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the County of Orange, State of California.



READ AND AGREED WITHOUT ANY RESERVATIONS:

**CUSTOMER**

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CI SOLUTIONS**

Signature: *Taylor Cole* Print Name: Taylor Cole