



2015 Maintenance Agreement for TMon S/N 7028

*A RECOMMENDATION FOR
CITY OF COLUMBUS*

Presented to:

Dave McNally, Systems Specialist Mgr
City of Columbus

Presented by:

Ronald Stover, Sales Engineer
DPS Telecom

Nehemias Cedillo, Account Rep
DPS Telecom



September 23, 2014

Proposal: QA313706_1

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September 23, 2014

Dave McNally
Systems Specialist Mgr
City of Columbus
90 W. Broad Street
Columbus, OH 43215
US
Proposal: QA313706_1

Dear Dave,

We have prepared this proposal to show pricing for City of Columbus's **2015 maintenance agreement for T/Mon NOC S/N: 7028**. Please note that the T/Mon Maintenance Agreement previously purchased is due to expire 2/27/2015.

You will read about the 8 benefits of the T/Mon Gold Agreement however the bottom line reason for companies who are curious about network protection and best practices are:

- **Operational Critical Industries** must have ongoing hardware & software support on their monitoring assets.
- **Blindness or Impaired Vision** to any portion of your network is not acceptable.
- Should trouble hit, you need the **fastest path to restoration**.

For your convenience, we have prepared two options for you to keep your system up to date with the latest software updates and comprehensive tech support.

The **first option is for 1 year of our T/Mon Gold package**. I've also created a **secondary proposal which you will most likely find of greater value**, is our 3 Years for the Price of 2 years Maintenance Agreement. It takes advantage of the fact that if you **purchase and pay for two years of maintenance agreement you receive a third year free** - so you are automatically gaining a **33% savings**.

T/Mon Gold will not only entitle City of Columbus to the latest version of T/Mon software, it also will provide your company with any upgrades that come out during the T/Mon Gold coverage period. Software **updates are only 1 of the 8 major benefits of the gold membership**.

Here's all the things that are part of the T/Mon Gold plan:

1. Software upgrades

Includes major release(s), plus updates throughout the life of your Gold Plan. T/Mon is a VERY actively developed platform. Every year we receive lots of client feedback on how to make T/Mon even better. We take these suggestions very seriously and implement many of them to the

benefit of all our users on T/Mon Gold and future T/Mon users. To get an idea of how consistent and extensive these changes has been, check out the release notes on our web site.

2. 4-Day product training course

Hosted at our Fresno, CA. corporate headquarters. There is no better way to get new staff up to speed or to get your experienced people exposed to the newest enhancements. **Up to 3 people** from your team can attend each class and multiple classes could be scheduled per year. This creates the flexibility to come as a team or sending 1 person as best complements your operational schedule. Classes are scheduled throughout the year; visit our web site to see the training calendar.

3. 50% off a complete system trade-up every 3 years

Participate in our 50%-off upgrade program at the end of your 3rd consecutive Gold Plan year. Keep in mind the 50% is based off the hardware component of the solution, not the purchase price of the entire system, so it is very economical. This is a great way to keep up to contemporary standards and beat the mortality curve. The upgrade consists of us sending you a new hardware platform. You will have 15 days to transition to the new system and return your old hardware to DPS.

4. Priority tech support

Receive priority support for the entire year (no pay-per-incident charges).

5. Multimedia training videos / CDs

Receive our multimedia training videos / CDs each year you are signed up (includes any new content - a \$699 value).

6. Priority Advanced Replacements

RMAs covered by the Gold Plan will receive a "rush" status. This means that we will repair or replace your T/Mon system within 3 business days of receipt of equipment.

7. Membership in T/Mon Central

A web forum documenting T/Mon tips, tricks, and special features-exclusively available to T/Mon Gold Plan owners. Learn T/Mon best practices based on the experiences of other users like you.

8. Subscription to the T/Mon Newsletter

Includes new features, power user tips, technical support issues, profiles of T/Mon users, and more.

The T/Mon Gold plan allows City of Columbus to keep its DPS master, which is protecting your network, supported and current. Using T/Mon Gold in conjunction with the hardware upgrades ensures that your T/Mon system will remain in a virtually perpetual new condition for many years to come.

I'm available to answer any questions, discuss your design and management needs, and to build a strong long term relationship that can best serve City of Columbus in this rapidly changing, and highly complex industry.

Sincerely,

Ronald Stover
Sales Engineer
Nehemias Cedillo
Account Rep



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CITY OF COLUMBUS
INVESTMENT QA313706_1

***SOLUTION COST BREAKDOWN _ 2015 MAINTENANCE AGREEMENT FOR TMON S/N
7028***

Proposal Valid For 30 Days

1% 10, Net 30

Send Purchase Orders to SalesPO@DPSTele.com

1 Year Maintenance Agreement for T/Mon S/N: 7028 (from 02/27/2015 to 2/26/2016)

Qty	Part #/Description	Price	Total
1	D-SVC-200-10A-12 T/Mon Gold Maintenance Agreement (1 Year)	\$7,416.00	\$7,416.00
Products Covered			
1	D-PK-TMON6-12004.00001 (from D-PK-TMON6-12005.00001)	T/Mon NOC w/ mirrored hard drive support, 110vac	
4	D-PK-9C202-12001.00001	202 Modem DB9 Interface Cartridge - TMON6	
5	D-PK-ICPAN-12004.00001	TMON NOC 4 Position Interface bay filler panel	
SUB Total:			\$7,416.00

3 Years Maintenance Agreement for T/Mon S/N: 7028 (from 2/27/2015 to 2/26/2018)

Qty	Part #/Description	Price	Total
1	D-SVC-200-10A-36 T/Mon Gold Maintenance Agreement (3 years for 2!)	\$14,832.00	\$14,832.00
Products Covered			
1	D-PK-TMON6-12004.00001 (from D-PK-TMON6-12005.00001)	T/Mon NOC w/ mirrored hard drive support, 110vac	
4	D-PK-9C202-12001.00001	202 Modem DB9 Interface Cartridge - TMON6	
5	D-PK-ICPAN-12004.00001	TMON NOC 4 Position Interface bay filler panel	
SUB Total:			\$14,832.00

WARRANTY

DPS Telecom warrants, to the original purchaser only, that its products a) substantially conform to DPS' published specifications and b) are substantially free from defects in material and workmanship. This warranty expires two years from the date of product delivery with respect to hardware and ninety days from the date of product delivery with respect to software. If the purchaser discovers within these periods a failure of the product to substantially conform to the specifications or that the product is not substantially free from defects in material and workmanship, the purchaser must promptly notify DPS. Within reasonable time after notification, DPS will endeavor to correct any substantial non-conformance with the specifications or substantial defects in material and workmanship, with new or used replacement parts. All warranty service will be performed at the company's office in Fresno, California at no charge to the purchaser, other than the cost of shipping to and from DPS, which shall be the responsibility of the purchaser. If DPS is unable to repair the product to conform to the warranty, DPS will provide at its option one of the following: a replacement product or a refund of the purchase price for the non-conforming product. These remedies are the purchaser's only remedies for breach of warranty. Prior to initial use the purchaser shall have determined the suitability of the product for its intended use.

DPS does not warrant a) any product, components or parts not manufactured by DPS, b) defects caused by the purchaser's failure to provide a suitable installation environment for the product, c) damage caused by use of the product for purposes other than those for which it was designed, d) damage caused by disasters such as fire, flood, wind or lightning unless and to the extent that the product specification provides for resistance to a defined disaster, e) damage caused by unauthorized attachments or modifications, f) damage during shipment from the purchaser to DPS, or g) any abuse or misuse by the purchaser.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

In no event will DPS be liable for any special, incidental, or consequential damages based on breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Damages that DPS will not be responsible for include but are not limited to, loss of profits; loss of savings or revenue; loss of use of the product or any associated equipment; cost of capital; cost of any substitute equipment, facilities or services; downtime; claims of third parties including customers; and injury to property.

The purchaser shall fill out the requested information on the Product Warranty Card and mail the card to DPS. This card provides information that helps DPS make product improvements and develop new products.

For an additional fee DPS may, at its option, make available by written agreement only an extended warranty providing an additional period of time for the applicability of the standard warranty.

Technical Support

If a purchaser believes that a product is not operating in substantial conformance with DPS' published specifications or there appear to be defects in material and workmanship, the purchaser should contact our technical support representatives. If the problem cannot be corrected over the telephone and the product and problem are covered by the warranty, the technical support representative will authorize the return of the product for service and provide shipping information. If the product is out of warranty, repair charges will be quoted. All non-warranty repairs receive a 90-day warranty.

Technical Support Policy

DPS Technical Support Policy

(559) 454-1600 Phone

(559) 454-1688 Fax

support@dpstele.com Email

DPS has a standard customer support policy that covers all DPS products purchased. We have technicians on duty Monday through Friday, 7:00am to 6:00pm Pacific Standard Time. If you need emergency technical support after these hours, we have a voicemail system (the only time DPS allows voicemail!!) that will page the on call technician.

After hour emergency technical support is initiated by calling our regular phone number, either the 800 or the 559 number, and following the subsequent directions. Your call is typically returned within 15 minutes. If the on-call staff is unable to resolve the problem they will be able to escalate the call to the appropriate DPS personnel.

Technical support features have been built into many of our products. In many cases our technicians, in conjunction with customer permission, can dial directly into our units to correct problems first hand. To assist our clients we use a remote desktop application.

As a service to our customer, we will schedule special support hours. For instance, if a customer plans to turn up a site or install a DPS product on a Saturday or during the week at 5:00am, we can have a technician on stand-by.

Our tech support policies have been in place for years and have been proven extremely beneficial to our customers.

Support Staff:
Chris Jakobczak

RMA POLICY

DPS Telecom Technical Support
(559) 454-1600 Phone
(559) 454-1688 Fax

support@dpstele.com Email

In the event that you believe a DPS Telecom product requires repair, contact Technical support at the above number. Prior to calling DPS, be sure to have the following information available: your company name, your name, your e-mail address, DPS unit type (EG: NetGuardian 832a), unit serial number and description of problem. A technician will provide further direction and issue an RMA number if needed. Products may not returned to DPS Telecom unless an RMA number has been issued.

DPS Telecom, on average, turns around RMA units within 2 weeks on receipt of unit and will email the RMA submitter on the return shipment with a tracking number.

Technical Support Staff:
Chris Jakobczak



DISCOUNT SCHEDULE

Unit Quantity Discount Schedule

This Unit Quantity Discount applies on a per order basis and only to quantities of products with same part number. **Previous orders do not affect this schedule.** This schedule will be the default discount schedule unless an Annual Dollar Volume has been activated. Orders may not be scheduled out more than 60 days in advance.

<u>Units</u>	<u>Discount</u>	<u>Units</u>	<u>Discount</u>
1 - 10	0%	100 - 499	10%
11 - 25	5%	500 - 999	12%
26 - 99	7.5%	1000 +	25%

Examples: Jan 23rd order for 26 units qualifies for a 7.5% discount
May 10th order for 12 units qualifies for a 5.0% discount

Annual Dollar Volume Schedule

<u>Annual \$Volume</u>	<u>Discount</u>
0-99k	0%
100k - 249k	5%
250k - 499k	9%
500k - 999k	12%
1M - 2.49M	15%
2.5M +	17%

The Annual Dollar Volume Schedule (ADVS) consists of a series of tiers. When DPS prepares a proposal, the ADVS discount level will be based on client's total post-discounted purchases of DPS products in the preceding annual period up to and including the current proposed purchase.

Example: A May 5th PO for \$35K with \$475K of total other post-discounted purchases in the preceding annual period qualifies for a 12% discount.

Clients must register with the sales department to be put on this schedule.

Additional Notes - Both Schedules

No discounts shall be given in either schedule for non recurring engineering charges, consultation fees, maintenance agreements, special offers, on-site training, turn-up assistance, taxes and travel expenses.

DPS also offers discounts off of the post-discounted invoiced amount; 1% for net 10-day payment and 2% if the invoiced amount is prepaid. These discounts apply to all goods and services and are not included in the ADVS calculations.

If a client is registered for an ADVS discount, the client will receive the larger of the two discounts computed on each proposal line item. A trade-in credit/discount supersedes all other DPS discounts.

DPS reserves the right to change the discount schedule at any time and without notice.



APPENDIX

D-SVC-200-10A-12

T/Mon Gold Maintenance Agreement (1 Year)

1 Year Extended maintenance coverage of all DPS Telecom Master Station Software. Coverage also extends to all DPS client software that either comes standard with the system (IE: T/Windows, T/AccessM, T/MonGFX) as well as software / software modules that have been separately purchased that relate to T/Mon. Extended software warranty begins at the expiration of the original software warranty or end of current T/Mon Gold plan. After the original hardware warranty expires, T/Mon Gold protection level increases to cover the hardware as well, enabling the Hardware and Software coverage to remain in synchronization. Maintenance coverage includes software updates. This agreement is renewable prior to the expiration of the T/Mon Gold plan. Please refer to the maintenance agreement document for additional terms and conditions.

D-SVC-200-10A-36

T/Mon Gold Maintenance Agreement (3 years for 2!)

3 Year Extended maintenance coverage of all DPS Telecom Master Station Software. This plan takes advantage of purchase and pay for two years of maintenance agreement and you receive a third year free. Coverage also extends to all DPS client software that either comes standard with the system (IE: T/Windows, T/AccessM, T/MonGFX) as well as software / software modules that have been separately purchased that relate to T/Mon. Extended software warranty begins at the expiration of the original software warranty or end of current T/Mon Gold plan. After the original hardware warranty expires, T/Mon Gold protection level increases to cover the hardware as well, enabling the Hardware and Software coverage to remain in synchronization. Maintenance coverage includes software updates. This agreement is renewable prior to the expiration of the T/Mon Gold plan. Please refer to the maintenance agreement document for additional terms and conditions.