



Schedule "A"
#032815-01MC

John Schinker
Brecksville School District
6830 Mill Road
Broadview Heights, Ohio 44147

February 16, 2016

Dear John:

Enclosed is the pricing for the requested Fiber optic cabling at Brecksville-Broadview Heights City Schools based on our walk through.

Hilton Dark to BOE Fiber

TTx Inc. to furnish and install 1-12 strand single mode fiber optic cable between Hilton elementary school and the Board of education Building. The fiber cable will be installed underground in the existing conduit between the two buildings. The fiber cable will be terminated into wall or rack mounted fiber cabinets with SC connectors. Each terminated single mode fiber strand will be tested at 1300NM and hard copy test results of the DB loss per strand will be furnished upon completion. The fiber panels will be labeled with pre-printed labels in both locations. The price is based upon the accessibility of the new 2" conduit installed by others. The cost also includes the termination of the 12 additional strands that exist between the two buildings.

Total installed cost less tax: \$ 8,364.00

Option to add 3 hand holes for future access to the existing conduit.

Total installed cost less tax: \$ 2,091.00

High School to Middle School Dark Fiber

TTx Inc. to furnish and install 1-24 strand single mode fiber optic cable between the two buildings. The fiber cable will be installed underground in new 2" conduit between the two buildings. The fiber cable will be terminated into a wall or rack mounted fiber cabinets with SC connectors. Each terminated single mode fiber strand will be tested at 1300NM and hard copy test results of the DB loss per strand will be furnished upon completion. The fiber panels will be labeled with pre-printed labels in both locations.

Total installed cost less tax: \$22,360.00

The enclosed information is intended for Brecksville School District only and may not be copied, reproduced or distributed without written authorization from TTx-inc.

If you have any questions, please call me at 216-739-2872.

Sincerely,

Mike Camloh
Major Accounts
22600 Ascoa Court
Strongsville, Ohio 44149
216-739-2872 Voice
216-739-4872 Fax



SALES AGREEMENT
#032815-01MC

This Agreement is made between Teletronics, Inc. and Customer as listed below.

CUSTOMER

Brecksville School District
6830 Mill Road
Broadview Heights, Ohio 44147

INSTALLATION ADDRESS

In consideration of the mutual agreements contained herein, TTX agrees to sell to Customer, and Customer agrees to purchase from TSI, the cabling project on Schedule "A" (the solution) on the following terms and conditions.

PURCHASE PRICE AND PAYMENT TERMS:

The Purchase Price of the Solution, excluding applicable taxes is: \$ 32,815.00
Customer agrees to pay for the Solution as follows:

40% of Purchase Price upon execution of Agreement:	<u>\$ 13,126.00</u>
50% of Purchase Price upon installation of solution	<u>\$ 16,407.50</u>
10% of Purchase Price within 10 days after the completion of solution:	<u>\$ 3,281.50</u>

The Purchase Price of the Solution shall be subject to adjustment in the event of any mutually agreeable changes made to Schedule "A", including the addition or deletion of items of Solution and any specifications, attachments, or features. Additionally, all applicable taxes will be included in each billing.

TELETRONICS, INC.

Brecksville School District

(Authorized Signature)

(Authorized Signature)

(Title)

(Title)

(Date)

(Date)

Additional terms and conditions included on the following pages are an integral part of this agreement.



TERMS AND CONDITIONS – Sales and Service AGREEMENT

1. GUARANTEE

In consideration of the terms and conditions set forth herein and in the purchase order to be issued pursuant hereto, Teletronics will deliver a fully functioning cabling solution configured to CLIENT' specifications as requested and designed in coordination with CLIENT representatives and the Teletronics project team.

2. DELIVERY AND INSTALLATION

Teletronics shall deliver and install the Solution on the Customer's premises at the installation address as specified on schedule A. Teletronics shall use its best efforts to complete the installation by an agreed date that is mutually agreeable, subject to mutually agreeable changes confirmed by Teletronics in writing. The term "installation" shall mean the date on which the customer is notified by Teletronics that the solution is installed and is ready for use so as to be substantially providing the basic service for which the Solution is intended. *Minor Omission* or variances in performance of the Solution, which do not materially affect the operation of the system as a whole, shall not affect or postpone the Installation Date.

Minor Omission shall be defined as:

Components (either software or hardware) that represent modifications to the original schedule of Solution and/or scope of work and impact a small number of individual users.

3. TITLE TO SOLUTION: SECURITY INTEREST: RISK OF LOSS

Customer shall acquire title to the solution, including all additions thereto, upon payment in full of the Purchase Price, plus all applicable taxes, to Teletronics. As long as any part of the Purchase Price due remains outstanding, title to the Solution shall remain with Teletronics, and Teletronics shall retain a security interest in the Solution until all amounts due are paid in full.

Teletronics shall bear the risk of loss of, or damage to the Solution: (a) while it is in transit to Customer's premises; and (b) while at the Premise until Installation Date except for loss or damage caused by Customer's negligence, or from improper storage of the Solution, or storage in areas accessible to unauthorized persons. After the Installation Date, all risk of loss of, or damage to, the Solution shall be borne by Customer notwithstanding Teletronics' retention of title as provided above.

4. CONDITIONS FOR INSTALLATION: ACCESS

Customer shall make available a place in the Premises for installation of the Solution that meets certain environmental and other specifications including, without limitation, those specifications set forth on any Schedule to be provided by Teletronics. Customer shall also permit or arrange for access to the Premise for Teletronics' installation and maintenance personnel, and shall provide a suitable protected area for storage of the Solution pending its installation. Customer shall supply all supplemental requirements for the installation such as, without limitation, commercial power, dedicated Solution room, A/C outlets and appropriate access to it.

5. WARRANTY

Teletronics warrants the Solution against *defective parts* for 180 days after the delivery date. Upon written notification of a defect, Teletronics shall have the option to repair or replace the defective part of the Solution, and such repair or replacement shall be Customer's sole and exclusive remedy. All replaced parts will become the property of Teletronics. TELETRONICS FURNISHES THIS WARRANTY IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL WARRANTIES SHALL BE VOID AS TO THE SOLUTION DAMAGED OR RENDERED UNSERVICEABLE BY NEGLIGENCE OF NON-TELETRONICS PERSONNEL, MISUSE, THEFT, VANDALISM, FIRE, WATER, OR OTHER PERIL, OR MOVING REPAIR, RELOCATION OR ALTERATION OF THE SOLUTION NOT AUTHORIZED BY TELETRONICS. TELETRONICS SHALL NOT BE LIABLE FOR ANY DAMAGES INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, OR COMMERCIAL LOSS FROM ANY CAUSES, NOR FOR NEGLIGENCE OF TELETRONICS EMPLOYEES. TELETRONICS LIABILITY IS LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS. BOTH PARTIES ALSO AGREE THAT PREMIUM CHARGES ARE EXTENDED TO THIS WARRANTY FOR SERVICE PERFORMED BEYOND NORMAL WORKING HOURS (BETWEEN 5:00 P.M. AND 8:00 A.M.) AT THE THEN PREVAILING RATES.



6. DEFAULT

If Customer breaches any provision of this Agreement, including, without limitation, its payment obligation, Customer shall be in default hereunder, and all unpaid amounts shall at Teletronics option, become immediately due and payable. Upon Customer's default, Teletronics shall have all the rights and remedies of a secured party under the Uniform Commercial Code, and any other applicable laws. Teletronics shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder.

7. SEVERABILITY

In the event of invalidity of any portion of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and Teletronics and Customer agrees to substitute for the invalid provision, a valid provision which must closely approximate the economic effect and intent of the invalid provision.

8. LIABILITY FOR INJURY OR DAMAGE

Teletronics, Inc. shall not be liable for any loss or injury to customer's personnel, agents, employees, assigns, customers or lessees, or loss or damage to customer's property arising from the service provided hereunder or the use of Solution maintained by Teletronics, Inc., or for any damages caused by delay in rendering performance hereunder, or in any event for consequential damages, unless caused by the negligence or other tortious act of Teletronics, Inc.

9. SERVICES PROVIDED:

Repair service telephone numbers are manned 24 hours per day, every day of the year. Service is normally provided between the hours of 8:00 am and 4:30 pm, Monday through Friday. In emergency situations, service will be provided at any time of the day or night, every day of the year. An overtime labor rate will be charged for service required beyond normal service hours.

Services Occasioned By *Normal Wear and Tear*: Teletronics, Inc. will provide all parts and labor necessary to keep the Solution in good working order for the consideration specified on the face of their agreement under the heading PAYMENT.

Services Occasioned By Other Than Normal Wear and Tear: Teletronics, Inc will provide service, including labor, replacement parts and Solution at the Company's then prevailing rates when service is occasioned by other than normal wear and tear. Such occasions include, but are not limited to, catastrophic occurrences, destruction of Solution to a degree rendering it non-usable, fault or negligence of customer, its agents, employees, assignees, customers, or lessees; or by occurrences, external to the Solution such as, but not limited to, power failure or fluctuation, air-conditioning failure or overloading of Solution beyond the capacities recommended by Teletronics, Inc at the time of installation.

Normal wear and tear:

When a device, as result of standard operation, fails to operate properly in part or whole.

10. RESPONSIBILITIES OF CUSTOMER

(a) Customer will maintain the room in which the Solution is located in a clean and appropriate fashion which includes adequate lighting, full accessibility to all Solution, adequate power outlets, etc.

(b) Customer will provide space at or near the Solution for storage of miscellaneous piece, parts and drawings.

(c) Customer will not permit its agents, employees or third parties to attempt any repairs, maintenance, additions, deletions or any changes whatsoever while the Solution is covered by this Agreement unless a waiver signed by both parties is executed.

(d) Customer will provide Teletronics Inc with an up-to-date directory listing for all extension telephones indicating PABX extension number, name of employee, functional title and location.

(e) Customer will designate a responsible individual and one alternate as the customer contact for service coordination.

- (g) Customer will not couple this Solution to any apparatus not approved by Teletronics Inc
- (h) To provide clean, stable, uninterrupted AC power.
- (i) Customer provided and installed Switches will work with this solution- Teletronics is not responsible for these network devices but will work along appropriate CLIENT resources to integrate the two solutions, until acceptance of project.

14. FORCE MAJEURE.

Performance by either party of any obligation required of it hereunder (except payment obligations) will be excused if prevented by Acts of God, or public enemy, lightning strike, commercial power outage, war, riot, embargo, fire, explosion, sabotage, flood, accident; or without limiting the foregoing, any circumstances of like or different character beyond its reasonable control; or interruption of, or delay in transportation, shortage or failure of supply of raw materials or finished merchandise; labor trouble from whatever cause arising or compliance with any order, direction or request from any government officer, department or agency.

15. GENERAL

This instrument constitutes the entire Agreement between the parties hereto and there are no understandings, representations or warranties of any kind, expressed or implied, not expressly set forth herein. This agreement is subject to acceptance by Teletronics Inc 22600 Ascoa Ct, Strongsville, OH 44149 and when so accepted shall be binding upon both parties governed by the laws of the State of Ohio. No modification of the Agreement shall be effective unless made in writing and signed by duly authorized representatives of the parties. None of the provisions herein shall be deemed waived because of previous failure to insist upon strict performance thereof. The forgoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by Customer for Solution sold by Teletronics Inc.

16. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Teletronics and Customer with respect to the sales and installation of the Solution on Customer's Premises, and supersedes any prior agreement and negotiations between the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. No modification of this Agreement shall be effective unless made in writing and signed by duly authorized representatives of the parties. None of the provisions herein shall be deemed waived because of previous failure to insist upon strict performance thereof.

Teletronics and Customer each represent that they have the power and authority to enter into this Agreement and that this agreement constitutes a valid and binding obligation of each party.

17. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party.

TELETRONICS