Support Services Agreement (SSA) – CLASSIC CARE

Equipment Location Address:					
Customer Name:	Madison County Board of Supervisors	**Contract Start Date:**		**Install Date:**	
Street Address:	146 Center Street	**Customer Contact:**		**Created Date:**	5/16/2013
City, State, Zip:	Canton, MS 39046	**Telephone No:**		**Created By:**	Suzanne Berube
Active Master on file?	No	**Email:**		**AE:**	Jean Elaine Ellis
SLX Opportunity #:		**Contract Category**	New		
					34

NOTE: Support Services Agreement ("SSA") and Pricing expires, unless signed within 60 days from Created Date listed above.

Customer requests services for the following products and locations as described in EXHIBITS A and B. Provided there is no **Master Agreement ("Master") with Attachment C** in effect between the parties, this SSA shall be subject to the terms and conditions of Exhibit F attached hereto. If there is a Master in effect between the parties, this SSA shall be subject to the terms and conditions of that Master.

NOTE: Products in Exhibit B listed as **EXT SUP** will be supported under the terms of Extended Support listed in section 3.8 in Exhibit F.

NOTE: ORIGINAL EQUIPMENT MANUFACTUTURER (OEM) SUPPORT, AT A MINIMUM, MUST BE IN PLACE FOR ACCESS TO ANY MANUFACTURER-PROVIDED SOFTWARE UPDATES, PATCHES OR SERVICES. UPON RECEIPT OF A SIGNED SSA, OEM SUPPORT MAY TAKE UP TO THIRTY (30) DAYS TO ESTABLISH WITH THE MANUFACTURER.

EXHIBIT A – CLASSIC CARE Coverage Option Purchased

Coverage Option: Full Coverage - 24x7

EXHIBIT B - Addresses, Products and Hours covered under this SSA

COVERAGE NOTES:

> **Pricing Includes Avaya Full Coverage Wholesale Support on the UPS**

Material Codes	Qty	Product Descriptions	Term months		Coverage	Payment Type: One Time PrePaid	
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	48	84	Full Coverage 7X24	P	
263764	1	DL360G7 SERVER CM S/D/MBT/SBC	48	84	Full Coverage 7X24	P	
700459456	2	G450 MP80 W/POWER SUPPLY NON-GSA	48	84	Full Coverage 7X24	P	
700459472	2	80 CHANNEL DAUGHTERBOARD	48	84	Full Coverage 7X24	P	
700459498	2	G450 POWER SUPPLY	48	84	Full Coverage 7X24	P	
700466626	1	MM711 ANLG MEDIA MODULE - NON GSA	48	84	Full Coverage 7X24	P	
700466634	2	MM710B E1/T1 MEDIA MODULE - NON GSA	48	84	Full Coverage 7X24	P	
700466642	3	MM716 ANLG MEDIA MOD 24FXS	48	84	Full Coverage 7X24	P	
700501048	5	MM717 24PT DCP MEDIA MODULE NON GSA	48	84	Full Coverage 7X24	P	
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA	48	84	Full Coverage 7X24	P	
700459498	1	G450 POWER SUPPLY	48	84	Full Coverage 7X24	P	
700464506	1	USB MODEM USR5637-OEM 56K ROHS 6	48	84	Full Coverage 7X24	P	
700466642	1	MM716 ANLG MEDIA MOD 24FXS - NON GSA	48	84	Full Coverage 7X24	P	
700501048	3	MM717 24PT DCP MEDIA MODULE NON GSA	48	84	Full Coverage 7X24	P	
700012909	8	24 PORT LINE PATCH PANEL	48	84	Full Coverage 7X24	P	
700501237	1	PAGING UTI1 W RACK KIT	48	84	Full Coverage 7X24	P	
700427149	1	UPS LI RK MT RWR DIST STRIP 1U 120V	48	84	Full Coverage 7X24	P	
700465305	1	PW9130 1500 120V RACK W /SNMP CARD	48	84	Full Coverage 7X24	P	
700465461	2	9130 1500 VA EXTENDED BATTERY MODULE	48	84	Full Coverage 7X24	P	
700427149	1	UPS LI RK MT RWR DIST STRIP 1U 120V	48	84	Full Coverage 7X24	P	
700465289	1	PW9130 1000 120V RACK W /SNMP CARD	48	84	Full Coverage 7X24	P	
700465453	1	9130 1000 VA EXTENDED BATTERY MODULE	48	84	Full Coverage 7X24	P	
700434798	2	UPS ENVIRONMENTAL PROBE	48	202	Onsite HW 24x7	P	
230192	3	CI ON-SITE 24X7 CM MED GTWY	48	84	Full Coverage 7X24	P	
230072	1	CI ON-SITE 24X7 CM MED SRV	48	84	Full Coverage 7X24	P	
					Total		**$ 16,486.99**

EXHIBIT F - SUPPORT AND MANAGED SERVICES TERMS AND CONDITIONS

The undersigned Customer agrees that these Support and Managed Services Terms ("**Terms**") will govern the purchase of certain Services by Customer from Carousel Industries of North America, Inc. ("**Carousel**").

1. **ORDER, PROVISION AND SCOPE OF SERVICES**

   1.1 <u>Order and Provision of Services.</u> In return for the payment of the fees specified in the order, Carousel will provide the Support and/or Managed Services options for Supported Products or Supported Systems at Supported Sites, as listed on the **SSA**, and in accordance with Carousel's Statement of Work (Exhibit C) and Service Level Agreement (Exhibit E).

   "**Supported Products**" are: (i) hardware or software products identified in the SSA; and (ii) Added Products (defined in Section 1.7). Supported Products may include non-Carousel products to the extent they are specified in the order. "**Supported Systems**" are a group of products or networks specified in the order. "**Supported Sites**" are locations specified in the order. Orders are subject to acceptance by Carousel. Carousel may accept an order by beginning to perform the Services. Terms and conditions contained in Customer purchase orders or other Customer documents will have no effect, unless explicitly approved and noted on the SSA.

   1.2 <u>Monitoring.</u> Carousel may electronically monitor Supported Products and Supported Systems for the following purposes: (i) remote diagnostics and corrective actions; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) when providing managed Services, to assess Customer needs for additional products or Services; (v) as otherwise provided in **Exhibit B**

   1.3 <u>Error Correction.</u> Some Services options may include correction of Errors. An "**Error**" means a failure of a Supported Product to conform in all material respects to the manufacturer's specifications that were currently applicable when the Supported Product was purchased or licensed.

   1.4 <u>Replacement Hardware.</u> Replacement hardware provided as part of Services may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent. It will be furnished only on an exchange basis. Returned hardware that has been replaced by Carousel, will become Carousel's property. Title to Carousel-installed replacement hardware provided as part of Services will pass to Customer when installed. Title to all other hardware provided as part of Services will pass to Customer when it arrives at the Supported Site.

   1.5 <u>Added/ Removed Products.</u> A. If Customer acquires additional products of the same type and manufacturer(s) as the existing Supported Products and locates them with existing Supported Products at a Supported Site or networks them at a remote location as part of an existing Supported Products at a Supported Site, they will be considered "**Added Products**", and will be added to the order automatically for the remainder of the term. Added Products purchased from a party other than Carousel may be subject to certification by Carousel at Carousel's then current rates for such certification. If Added Products fail certification, Carousel may choose not to add them to the Supported Products. Services coverage will be effective immediately after Carousel certifies the added products. Charges for added products will be at the then current rate and coverage will be coterminous with the coverage for the existing Products. B. **REMOVED PRODUCTS.** In the event that the Customer removes components or equipment from a Carousel-supported system, any change in components, administered TDM and/or IP port counts may be accounted for on next billing date. If customer removes equipment covered under a Carousel SSA, Carousel agrees that upon receiving 30 day written notification of the removal, complete with inventory detail, the monthly pricing of this SSA will be adjusted accordingly for the Customer's next billing cycle, and at the rates originally agreed to herein. Non-upgrade related adjustments will be permitted to a maximum level of 30% of the original contract value.

   1.6 <u>General Limitations.</u> Unless the **Exhibit C** provides otherwise, Carousel will provide software Services only for the unaltered current release of the software and the prior release. For software versions that are older than 1 release prior to the then current release, software Services will be limited only by the manufacturer end of support policies. The following items are included in the Services only if **Exhibit B** specifically includes them: (i) support of user-defined applications; (ii) support of Supported Products that have been modified by a party other than Carousel (except for installation of standard, self-installed updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Supported Products; (vi) correction of Errors arising from causes external to the Supported Products (such as power failures or surges); and (vii) Services for Supported Products that have been misused, used in breach of their license restrictions, improperly installed or configured, or that have had their serial numbers altered, defaced or deleted.

2. **INVOICING AND PAYMENT.**

   2.1 <u>Invoicing.</u> Carousel will invoice Customer for Services in advance unless another payment option is specified in the order, or as otherwise specified in **Exhibit B**.

   2.2 <u>Payment.</u> Payment of undisputed invoices is due within thirty (30) days from the date of Carousel's invoice. Customer will pay all bank charges, taxes, duties, levies and other costs and commissions associated with nonstandard methods of invoicing and payment. Overdue payments will be subject to a late payment charge of the lesser of 1.5% per month or the maximum rate allowed by applicable law. Unless Customer provides Carousel with a tax exemption certificate, Customer is solely responsible for paying all required taxes, (including, but not limited to, property, sales, use or excise taxes with respect to the provision of Carousel Equipment) except for any income tax assessed upon Carousel.

3. **CUSTOMER RESPONSIBILITIES**

   3.1 <u>General.</u> Customer will cooperate with Carousel as reasonably necessary for Carousel's performance of its obligations, such as: (i) providing Carousel with full, free and safe access to its facilities; (ii) providing telephone numbers, network addresses and passwords

necessary for remote access; and (iii) providing interface information for Supported Products and necessary third party consents and licenses to access them. Customer shall provide to Carousel a technical resource or onsite contact person who shall assist Carousel Technicians and Support Staff in remotely troubleshooting issues, including, but not limited to providing data logs, or assisting in reboots/ resets of certain components. All items will be provided by Customer at Customer's expense. If Carousel provides an update or other new release of software as part of the Services, Customer will implement it promptly. Customer will reasonably use, safeguard and return to Carousel any items that Carousel loans to Customer ("Carousel Tools") for the purpose of providing Services under this SSA, such as, but not limited to, the Remote Experience Platform ("REP"). Carousel Tools shall not be considered Products.

3.2 <u>Provision of Supported Products and Systems.</u> Except for Carousel hosted facilities identified in **Exhibit B**, Customer will provide all Supported Products, Supported Systems and Supported Sites. Customer continuously represents and warrants that: (i) Customer is either the owner of, or is authorized to access and use, each of them; and (ii) Carousel, its suppliers, and subcontractors are authorized to do the same to the extent necessary to provide the Services in a timely manner.

3.3 <u>Moves of Supported Products.</u> Customer will notify Carousel in advance before moving Supported Products. Carousel may charge additional amounts to recover additional costs in providing the Services as a result of moved Supported Products.

3.4 <u>Vendor Management.</u> Where Carousel is to instruct or request products or services on Customer's behalf from third party vendors under Customer's supply contracts with the third party vendors ("**Vendor Management**"), Customer will provide Carousel upon request a letter of agency or similar document, in form reasonably satisfactory to Carousel, permitting Carousel to perform the Vendor Management. Where the third party vendor's consent is required for Carousel to be able to perform Vendor Management in a timely manner, Customer will obtain the written consent of the vendor and provide Carousel a copy of it upon request.

3.5 <u>Third Party Hosting.</u> In the event one or more network address(es) to be monitored by Carousel are associated with systems owned, managed, and/or hosted by a third party service provider ("**Host**"), Customer will: (i) notify Carousel of the Host prior to commencement of the Services; (ii) obtain the Host's advance written consent for Carousel to perform the Services on the Host's computer systems and provide Carousel with a copy of the consent upon request; and (iii) facilitate necessary communications between Carousel and the Host in connection with the Services.

3.6 <u>Access to Personal Data.</u> From time to time, Customer may require Carousel to access a Supported Product or Supported System containing employee, customer or other individual's personal data (collectively, "**Personal Data**"). Where Customer instructs Carousel to access any Personal Data, or to provide Customer or a third party identified by Customer with access, Customer will (i) notify all relevant employees and other individuals of the fact that Carousel will have access to such personal data in accordance with Customer's instructions and (ii) indemnify Carousel and its officers, directors, employees, subcontractors and affiliates against, and hold each of them harmless from, any and all liabilities, costs, damages, judgments and expenses (including reasonable attorney's fees and costs) arising out of Carousel accessing or providing access in accordance with Customer's instructions.

3.7 <u>OEM Requirements:</u> In order to receive manufacturer support or gain access to intellectual property such as software patches and updates, manufacturers may require an end user to maintain manufacturer-direct content in the form of licensing or software subscriptions, or another type of manufacturer-direct entitlement. It is the responsibility of the customer to ensure that all subscriptions, licensing fees, software support agreements, and other manufacturer entitlements are active and up to date at commencement of, and at all times during the term of the SSA. In some cases, the OEM requires that the support provider (Carousel) contract directly with the manufacturer on behalf of the end user, with an associated cost for services. In the event of early termination of the SSA, the Customer, at a minimum, shall be subject to an early termination fee of the prorated, net amounts due to the manufacturer for all established backend OEM support as defined on this SSA, in addition to any penalty as defined in section 10. (Termination) herein.

3.8 <u>End of Support/Extended Support:</u> Periodically, manufacturers may declare "end of life," "end of service," "end of support," "manufacture discontinue" or similar designation ("End of Support") for certain Supported Products. For Products subject to End of Support, Carousel will continue to provide the support described in Exhibit C, except for the End of Support exceptions listed therein ("Extended Support"). Products declared end of support/extended support, will be supported under the terms of Extended Support until contract end date, at which time the Supported Product may be removed from coverage and rates will be adjusted accordingly. Extended Support is best effort, support will be provided with the following exceptions: At the end of manufacturer support, Tier IV R&D product developer support and going forward maintenance updates (e.g., Product Correction Notices ("PCN's"), "bug fixes," interoperability / usability solutions) are no longer provided by the manufacturer. Therefore, certain complex faults or functionality issues may not be resolvable without the customer upgrading the system to a version currently supported by the manufacturer. In addition, as replacement parts are manufacturer discontinued, some products or components may become increasingly scarce or require replacement with substitute parts. This may result in delays in response or repair intervals, or may require upgrades to other components at customer's expense in order to ensure compatibility and preserve Supported Product functionality.

4. **SOFTWARE LICENSE.** WHERE SERVICES INCLUDE PROVISION OF PATCHES, UPDATES OR FEATURE UPGRADES FOR SUPPORTED PRODUCTS ("**NEW SOFTWARE**"), THEY WILL BE PROVIDED SUBJECT TO THE LICENSE GRANT AND RESTRICTIONS CONTAINED IN THE ORIGINAL AGREEMENT UNDER WHICH CUSTOMER LICENSED THE ORIGINAL SOFTWARE FROM THE OEM. WHERE THERE IS NO EXISTING LICENSE FROM THE OEM, NEW SOFTWARE WILL BE PROVIDED SUBJECT TO THE MANUFACTURERS THEN CURRENT LICENSE TERMS AND RESTRICTIONS FOR THE NEW SOFTWARE. NEW SOFTWARE MAY INCLUDE COMPONENTS PROVIDED BY THIRD PARTY SUPPLIERS THAT ARE SUBJECT TO THEIR OWN END USER LICENSE AGREEMENTS. CUSTOMER MAY INSTALL AND USE THESE COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE END USER LICENSE AGREEMENT ACCOMPANYING THEM.

5. **CONFIDENTIAL INFORMATION.** "Confidential Information" means business and/or technical information, pricing, discounts and any other information or data, regardless of whether in tangible or other form if marked or otherwise expressly identified in writing as confidential. Information communicated verbally will qualify as Confidential Information if designated as confidential or proprietary at the time of disclosure and summarized in writing within 30 days after disclosure. Confidential Information excludes information that: (i) is publicly available other than by an act or omission of the receiving party; (ii) subsequent to its disclosure was lawfully received from a third party having the right to disseminate the information without restriction on its dissemination and disclosure; (iii) was known by the receiving party prior to its receipt and was not received from a third party in breach of that third party's confidentiality obligations; (iv) was independently developed by the receiving party without use of the disclosing party's' Confidential Information; or (v) is required to be disclosed by court order or other lawful government action, but only to the extent so ordered, provided the receiving party provides prompt written notification to the disclosing party of the pending disclosure so the disclosing party may attempt to obtain a protective order. In the event of a potential disclosure in the case of subsection (v) above, the receiving party will provide reasonable assistance to the disclosing party should the disclosing party attempt to obtain a protective order. Each party will protect the secrecy of all Confidential Information received from the other party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care. Neither party will use or disclose the other party's Confidential Information except as permitted in this Section or for the purpose of performing obligations under this SSA. The confidentiality obligations of each party will survive expiration or termination of the SSA. Upon termination of the SSA, each party will cease all use of the other party's Confidential Information and will promptly return, or at the other party's request destroy, all Confidential Information, including copies, in tangible form in that party's possession or under its control, including Confidential Information stored on any medium. Upon request, a party will certify in writing its compliance with this Section.

6. **WARRANTIES.** Carousel warrants to Customer that Services will be carried out in a professional and workmanlike manner by qualified personnel. If the Services have not been so performed and Carousel receives Customer's detailed request to cure a non-conformance within 30 days of its occurrence, Carousel will re-perform those Services. This remedy will be Customer's sole and exclusive remedy and will be in lieu of any other rights or remedies Customer may have against Carousel with respect to the non-conformance of Services.

EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION, NEITHER CAROUSEL NOR ITS LICENSORS OR SUPPLIERS MAKES ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES IN A SUPPORTED PRODUCT, SUPPORTED SYSTEM OR NETWORK WILL BE DETECTED OR THAT SERVICES WILL RENDER THEM SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CAROUSEL DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE. THE LIABILITY OF EITHER PARTY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS SSA WILL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THIS SSA IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. HOWEVER, THEY WILL NOT APPLY IN CASES OF WILFULL MISCONDUCT, PERSONAL INJURY OR BREACHES OF OEM'S LICENSE RESTRICTIONS. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS.

8. **GOVERNING LAW AND DISPUTE RESOLUTION**

8.1 **Choice of Law.** Any controversy or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, related directly or indirectly to the SSA ("Dispute") shall be resolved solely in accordance with the terms of this Section 8. Any Dispute Customer has against Carousel with respect to the SSA must be brought in accordance with this Section 8 within two (2) years after the cause of action arises. The SSA shall be governed by the laws of the State of Rhode Island and interpreted and determined in accordance with the laws of the State of Rhode Island. The parties hereto irrevocably: (a) agree that any suit, action, or other legal proceeding arising out of the SSA shall be brought exclusively in the courts of record of either the State of Rhode Island or the courts of the United States located in the State of Rhode Island; (b) consent to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waive any objection which it may have to the laying of venue of such suit, action or proceeding in any of such courts.

8.2 **Injunctive Relief**. Either party may, at its option and at any time during the dispute resolution process, seek injunctive relief in any court of competent jurisdiction (including but not limited to preliminary injunctive relief). The parties acknowledge that each of them has a vital interest in enjoining any violation of confidentiality obligations, including unauthorized use of the Software, because damages would not adequately compensate a party for any infringements of that party's intellectual property rights.

8.3 **No Withholding**. Disputes will not be a basis for withholding payment of any undisputed amounts due under the SSA or offsetting other amounts due whether or not the disputed Item is on the same order or invoice, nor will any amount be retained in anticipation of a Dispute for which notice has not been received.

9. **TERM AND TERMINATION.**

9.1 Term. This SSA will be effective from the date Carousel accepts the order unless terminated earlier in accordance with this Section. Unless a different term is defined in **Exhibit B**, Carousel will provide Services for an initial term of one year. Services will be renewed automatically for successive one year terms (unless specifically mandated in **Exhibit B**) applying the then most similar current generally available support plan offering and then current rates, unless either party gives the other written notice of its intent not to renew at least 60 days prior to the expiration of the applicable initial or renewal term. Unless otherwise specified in **Exhibit B**, Customer may terminate Services in whole or in part upon written notice subject to the cancellation fees equal to Support Services fees for 12 months or the remaining term, whichever is less. Customer will additionally be subject to termination fees comprised of the net amounts due to OEM for all established backend OEM support, as defined on the SSA. For prepaid SSA's, Carousel will refund or credit the prorated price of the remaining term less the applicable termination charge. Either party may terminate this SSA by written notice to the other party effective immediately upon receipt if the other party fails to cure any material breach of this SSA within a thirty (30) day period after having received a written notice from the non-breaching party detailing the breach and requesting the breach be cured.

9.2 Termination Notice. Customer's written notice of cancellation or intent not to renew must be sent by: (i) letter via certified mail to the following address: Carousel Industries of North America, Inc., 659 South County Trail, Exeter, Rhode Island 02822 Attn: Termination; (ii) email to cancelcontract@carouselindustries.com; or (iii) fax to 401-667-5492.

10. **MISCELLANEOUS.** Carousel may assign this SSA or any associated order to any of its affiliated entities or to any entity to which Carousel may sell, transfer, convey, assign or lease all or substantially all of the assets used in connection with its performance under this SSA. Carousel may subcontract any or all of its obligations, but will retain responsibility for them. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including without limitation, fire, flood, act of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, and inability to secure materials or transportation facilities. The failure of either party to assert any of its rights under this SSA is not a waiver by that party of its right later to enforce this SSA in accordance with its terms. These Terms constitute the entire understanding of the parties with respect to its subject matter and will supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between the parties relating to that subject matter. It will not be contradicted or supplemented by any prior course of dealing between the parties. All notices under this SSA and any modifications or amendments must be in writing which in no event shall include any form of electronic communication (such as e-mail).

Customer signature below indicates customer has read and agrees to all terms within this SSA.	**Total Prepaid Payment Due: $ 16,486.99**
By: (Authorized Signature)	Business Partner CAROUSEL INDUSTRIES OF NORTH AMERICA ATTN: Service Contracts Dept.
Printed Name On: (Date)	Accepted By: Phone: (800) 401-0760
Customer Bill To (if different than primary covered location)	Typed Name On: (Date) Fax: (401) 667-5492
ATTN:	Address 659 South County Trail
Address	City Exeter
City, State , Zip	State Zip RI 02822

Please forward the executed SSA electronically to Maintenance@Carouselindustries.com or fax it to 401-667-5492