

Wave Technologies LLC



WAVE TECHNOLOGIES

Client Master Agreement

Business Name:

City of Colusa

Business Address:

425 Webster St, Colusa CA 95932

Wave Technologies LLC.
1300 West Street Suite 4
Redding, CA 96002
Phone: 1-530-710-9494
info@jointeamwave.com

Client Master Agreement

This Master Services Agreement ("Agreement") is made as of _____, ("Effective Date"), by and between Wave Technologies LLC. and City Of Colusa ("Client"). This Agreement will confirm the terms and conditions described herein.

Services and Support

Wave Technologies LLC. is in the business of providing telecommunication services and consulting, onsite and/or remote repair, troubleshooting, installation and configuration of hardware and software, internet connectivity, and other services in as much as it relates to providing telecommunication services (herein collectively called "Services"). The Client wishes to retain Wave Technologies LLC. for the purpose of providing one or more of the Services as requested by the Client from time to time.

Wave Technologies LLC. agrees to provide the Services as requested by Client from time to time pursuant to one or more executed Statements of Work (each a "Statement of Work"), which is defined by an e-mail or written confirmation of needed services. Each Statement of Work entered into by the parties shall reference this Agreement and shall when executed be made a part of this Agreement; provided, however, the contents of any Statement of Work shall take precedence over any conflicting provision in this Agreement to the extent necessary to resolve any such conflict.

Fees and Payments

Client agrees to pay the fees for Services in accordance with the fee schedule attached hereto, or, if different, in accordance with any applicable Statement of Work. Client shall reimburse Wave Technologies LLC. for all actual expenses that are authorized by Client in an applicable Statement of Work or otherwise authorized by Wave Technologies LLC. and Wave Technologies LLC. personnel in the course of performing the Services hereunder and evidenced by receipts provided to Client ("Expenses"). Please note the Fee Schedule is subject to change at Wave Technologies LLC.'s sole discretion. Should such a change occur, the Client will be notified via eMail to the billing address currently on file at least 30 days prior to the change. Additional fees that are applicable to your states taxes, telcom reclamation fees, and other such items will be included on your invoice. These are largely governed by state or federal laws and are subject to change.

From time to time in the performance of Services, it may be necessary for Wave Technologies LLC. to replace existing hardware, provide software, and/or provide new hardware for installation and/or use by Client. Client agrees to pay the purchase price for all such hardware to Wave Technologies LLC. as such purchase price has been specified to Wave Technologies LLC. in an applicable Statement of Work or other writing such as a Purchase Order.

Unless otherwise specified in the applicable Statement of Work, Wave Technologies LLC. will invoice Client on a monthly basis ("Invoice Period") for the Services furnished, expenses incurred, and hardware furnished during the immediately preceding Invoice Period. Invoices for Services rendered on a time-and-materials basis will indicate a breakdown and distribution of charges. Statements of Work for Services rendered on a fixed-fee basis will indicate the basis upon which the fees are due and payable (e.g., milestones achieved or date passing). All invoices shall be due and payable to Wave Technologies LLC. in U.S. dollars within thirty (30) calendar days after the invoice date. All amounts not paid within 30 days of the invoice shall thereafter accrue interest, until paid, at 5% per month or the maximum interest rate permitted under applicable law. Once any invoice has not

been paid within the 30-day period specified above, then thereafter Wave Technologies LLC. may condition the provision of any Services under this Agreement to COD or other payment terms acceptable to Wave Technologies LLC.

Professional services provided during normal business hours (8am and 5pm – Monday through Friday, excluding normal holidays), shall be on a time and materials basis and Client will be charged for all time spent on Client's behalf. This includes time spent in conferences and meetings with Client and internal meetings of Wave Technologies LLC. personnel, preparation and research, preparing and updating documentation, project management, telephone support, and any other activity Wave Technologies LLC. deems necessary to accomplish the work requested by the client. Furthermore, the parties agree as follows:

- Client will be billed for travel time necessary to have Wave Technologies LLC. technical resources physically go to the client's site to provide services.
- Phone and remote support to be tracked in fifteen (15) minute increments, rounded to the nearest 15-minute mark with a 15-minute minimum time per support request.
- Service requested by the Client to be provided outside of normal business hours will be billed at the after-hours amount notated on the Fee Schedule with a 2-hour minimum time per support request.
- On-site service to be tracked in fifteen (15) minute increments, rounded to the nearest 15-minute mark with a 15-minute minimum charge per visit.
- If the Client has hosted phones with Wave Technologies LLC, services related to the usability and quality of the phones are included at no additional charge.

General Client Responsibilities

The Client is solely responsible for all required software licenses and ensuring that all software is properly registered and licensed with the manufacturer or other applicable third parties, and otherwise complies with all applicable laws. Wave Technologies LLC. takes no responsibility for and will not track, verify or otherwise independently determine if any software used by the Client complies with licensing, registration or other legal requirements.

Client represents that it is the owner of any equipment for which Client requests service. Client acknowledges and agrees that only official officers of Wave Technologies LLC. are authorized on behalf of Wave Technologies LLC. to enter into any amendments, modifications, or additional agreements on behalf of Wave Technologies LLC.

Representations and Warranties

Client hereby represents and warrants that it has and for the duration of this Agreement shall have all

rights, titles, or interests in the Pre-existing Client Properties required for the performance of its obligations hereunder and has and for the duration of this Agreement shall have the authority and the legal right to enter into this Agreement.

Wave Technologies LLC. hereby represents and warrants that it has and for the duration of this Agreement shall have all rights, titles, or interests in the Wave Technologies LLC. Properties and Deliverables required for the performance of its obligations hereunder and has and for the duration of this Agreement shall have the authority and the legal right to enter into this Agreement.

Wave Technologies LLC. further represents and warrants that the Services provided under this Agreement will be of commercially reasonable quality in accordance with any specifications or requirements set forth in a Statement of Work and will be performed in a good and workmanlike manner and in accordance with industry standards. Without prejudice to any other right or remedy available by law to Client, any claim for breach of Wave Technologies LLC's warranties must be made, by written notice to Wave Technologies LLC., within sixty (60) days following the date of completion of the Services for which the claim is made (or, with respect to any Deliverables that were subject to acceptance testing specified in the applicable Statement of Work, within sixty (60) days following the date of acceptance). Wave Technologies LLC. shall have a thirty (30) day period following receipt of any such notice in which to cure a breach.

Referral or Affiliate Agreements

The Client may have worked with a referral or an affiliate of Wave Technologies LLC. These parties are not employees of Wave Technologies LLC nor do they have the power to promise, promote, guarantee, or otherwise ensure any agreements, services, products, or otherwise with the Client that Wave Technologies LLC is bound to provide outside of this agreement. The Client recognizes that the services being rendered are provided by Wave Technologies LLC.

Employee Solicitation / Hiring

During the period beginning with the date of this Agreement and ending six (6) months after termination of the Statement of Work, Client and any individuals, corporations, partnerships, limited liability companies, trusts, or legal entities which control, are controlled by, or are under common control of Client, agree not to offer employment to or employ, any Wave Technologies LLC. employee, including but not limited to technical, sales, or managerial employees of Wave Technologies LLC. For purposes of the preceding sentence, the term "employment" shall include any form of employment, consulting, contract relationship, or other arrangements pursuant to which such individual will, directly or indirectly, perform services for the new employer.

EXCEPT AS PROVIDED IN THIS AGREEMENT: (A) NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FROM A COURSE OF PERFORMANCE OR DEALING, TRADE USAGE, OR OF UNINTERRUPTED OPERATION WITHOUT ERROR, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (B) WITHOUT LIMITING WAVE TECHNOLOGIES LLC.'S OBLIGATION TO DELIVER THE SERVICES AND/OR DELIVERABLES SET FORTH IN A STATEMENT OF WORK, WAVE TECHNOLOGIES LLC. MAKES NO GUARANTEES WITH REGARD TO THE RESULTS OBTAINED FROM THE OPERATION OR USE BY CLIENT OF THE CLIENT PROPERTIES OR WAVE TECHNOLOGIES LLC. PROPERTIES. THE LIMITED

WARRANTY SET FORTH IN THIS AGREEMENT IS MADE FOR THE BENEFIT OF THE CLIENT ONLY.

Limitation of Liability

WAVE TECHNOLOGIES LLC'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION, WHETHER SOUNDING IN TORT, CONTRACT OR ANY OTHER LEGAL THEORY ARISING FROM THE SERVICES, SHALL AT ALL TIMES AND IN THE AGGREGATE BE LIMITED TO THE AMOUNTS PAID OR PAYABLE BY CLIENT TO WAVE TECHNOLOGIES LLC. FOR THE APPLICABLE SERVICE OR UNDER AN APPLICABLE STATEMENT OF WORK. WAVE TECHNOLOGIES LLC. SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, EVEN WHEN THE CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

General

Complete Agreement. This Agreement, including any Statements of Work hereunder and the Confidentiality Agreement, is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument executed by authorized representatives of the parties.

No Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right, power, or privilege hereunder will operate as a waiver thereof, nor will any party's exercise of any right, power, or privilege hereunder preclude further exercise of the same right or the exercise of any other right hereunder.

Enforceability. If any part of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby and shall be enforced to the maximum extent permitted by applicable Law.

Force Majeure. Either party shall be excused from performance and shall not be liable for any delay in whole or in part, to the extent caused by the occurrence of any Force Majeure Event beyond the reasonable control either of the excused party or its subcontractors or suppliers, for as long as the Force Majeure Event continues and the excused party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workarounds or other means. "Force Majeure Events" shall be limited to the following: fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of the excused party.

Notices. Any notice required or permitted hereunder to the parties hereto will be deemed to have been duly given only if in writing to the address of the receiving party as set forth on the initial page hereof or such other address as may be specified by such party in a notice delivered to the other party in accordance with this Section and delivered by: (i) certified U.S. mail, return receipt requested, postage prepaid; (ii) nationally recognized overnight courier, delivery charges prepaid; or (iii) by hand delivery with signed receipt. Any notice shall be deemed delivered: (a) on the fifth (5th) business day following deposit of such notice with the U.S. Postal Service if notice is given in accordance with (i), above; (b) on the second (2nd)

business day following deposit of such notice with the courier if notice is given in accordance with (ii), above; or (c) on the date of actual delivery if notice is given in accordance with (iii), above.

Governing Law, Jurisdiction and Venue. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the Laws of, the State of California, excluding its choice of Law principles. Any legal action between Client and Wave Technologies LLC. shall be conducted in the appropriate state or federal court located in Shasta County, California.

Headings; Subsections; Interpretation. Section headings are provided for the convenience of reference and do not constitute part of this Agreement. Any references to a particular section of this Agreement shall be deemed to include reference to any and all subsections thereof. References to the words "including, "includes" or "include" or the abbreviation "e.g." in this Agreement (including any Statement of Work) shall mean "including, without limitation."

References to Client. For purposes of clarity, to the extent an Affiliate of Client is receiving Services hereunder, references in this Agreement (including a Statement of Work) to Client as the recipient of Services shall include such entity, and references to Services being performed for or received by Client shall include the performance of such Services for and receipt of such Services by such entity.

Assignment. Neither party may assign or delegate any or all of its rights (other than the right to receive payments) or its duties or obligations hereunder without the consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may assign this Agreement, without the need to obtain the consent of the other party, to an Affiliate of such party or to a successor in interest to substantially all of the business of that party to which this Agreement relates. For purposes of clarity, and without limitation, a non-assigning party's refusal to consent to an assignment proposed by the other party shall be deemed reasonable if based on grounds that the proposed assignee is not financially stable or is a competitor of the non-assigning party. An assignee of either party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement. If any assignee shall fail to agree to be bound by all of the terms and obligations of this Agreement, then such assignment shall be deemed null and void and of no force or effect.

Counterparts. This Agreement may be executed in any number of counterparts (including facsimile counterparts), each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the parties.

Acceptance and Agreement

IN WITNESS WHEREOF, the parties below hereby execute this agreement.

For Wave Technologies LLC.

For

Signature

Signature

Name and Title (Please Print)

Name and Title (Please Print)

Date

Date

Fee Schedule

Service or Product Provided

Professional Phone License - 1 User	-	\$30.00 Per Month
Enterprise Phone License - 1 User	-	\$35.00 Per Month
Hourly Service Rate (Standard Service / Normal Business Hours)	-	\$125.00 Per Hour
Hourly Service Rate (Emergency Service / Non-Business Hours)	-	\$225.00 Per Hour

Initial Here: _____