

CITY OF CARTERSVILLE

DZS Inc.
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Quote Number	Q-16298	Prepared By	Austin Herrick
Contract Start Date	2/5/2023	Email	austin.herrick@dzsi.com
Quote Date	2/22/2023	Phone	
Quote Expires	3/23/2023		

Please reference this quote number in your purchase order. We thank you for your inquiry and offer you the following configuration:

Customer Reference :

Product Category	Product	Product Description	Net Unit Price	Quantity	Net Total Price
1U-Combo	V1-16XC-AC-NA	V6016XC CHASSIS, 16/PORT XGS-PON&GPON COMBO (SFP+), 4X25G (SFP28), 2X100G (QSFP28), NA	USD 8,142.75	4	USD 32,571.00
Software	SW-SYS-V1-16-R3.01	BASE SYSTEM SOFTWARE RELEASE 3.01 FOR V1-16XC OLTS	USD 500.00	4	USD 2,000.00
Pluggable Optics	MXK-10GE-SFP+-20KM-1310	SFP+ LONG REACH (20KM), SINGLE MODE, 1310NM, DUPLEX LC/UPC, SUPPORTING 10GBPS ETHERNET; I-TEMP	USD 98.18	4	USD 392.72
Pluggable Optics	XGS-GP-COMBO-SFP+-C+-N2-OLT-C	XGSPON/GPON OLT 10G CEX SFP+, 1577TX 10G, 1490TX 2.5G, 1270RX, 1310, N2 COMBO QUADPLXR, C-TEMP	USD 384.75	32	USD 12,312.00
ONT-IN	HX-5228XG-NA	5228XG XGS-PON ONT, 2XPOTS, 1X2.5GE, 4XGE, 2.4GHZ 3X3 .11AX, 5GHZ 4X4 .11AX, 1XUSB3, 3.0A NA PSU	USD 218.40	75	USD 16,380.00
ONT-IN	HX-5222XG-NA	XGSPON ONT, INDOOR, W/INTEGRATED OPTICS AND POTS, NA PWR (BUY)	USD 177.87	200	USD 35,574.00
CPE	HX-1764WC-A-NA	1764WC-A ETHERNET AP WITH CC, 2.5XGE WAN, 3XGE, 2.4GHZ 2X2 .11AX, 5GHZ 2X2 .11AX, 1.5A NA PSU	USD 103.95	10	USD 1,039.50
Service	SVC-MAINT-YEAR1-BACS-B	BACS EQUIP - BRONZE SUPPORT - 1ST YEAR. ADDS TAC SUPPORT, SW/FW UPDATES. BEST EFFORT.	USD 455.00	1	USD 455.00
Service	SVC-MAINT-YEAR1-CPE-B	CPE EQUIP - BRONZE SUPPORT - 1ST YEAR. ADDS TAC SUPPORT, SW/FW UPDATES. BEST EFFORT.	USD 421.60	1	USD 421.60
Grand Total:					USD 101,145.82

Payment Terms : Prepay

TERMS OF OFFER

DZS Inc. (hereinafter "DZS") and Customer (hereinafter "CUSTOMER") agree that the following terms and conditions apply to the products and services purchased by CUSTOMER hereunder. DZS objects to and rejects additional or different provisions that may appear in any document furnished by CUSTOMER unless such provision is expressly agreed to in writing by DZS.

Terms:

This Agreement commences on the date on which CUSTOMER issues a purchase order for the products and services purchased by CUSTOMER hereunder and shall continue in effect for a period of one (1) year ("Initial Term"). This Agreement shall be automatically renewed each year on the anniversary of the coterminous purchase order for additional one (1) year periods unless terminated by either party upon at least three (3) month written notice to the other prior to the expiration of the Initial Term, except where termination is for default.

Orders and Prices:

All orders placed by CUSTOMER hereunder are subject to the terms of this Agreement. CUSTOMER will issue written purchase orders, which are subject to acceptance by DZS. Acceptance occurs upon issuance of an Order Acknowledgement. Changes in delivery schedule (including cancellation) made within five (5) days of scheduled delivery will be subject to a rescheduling charge of five percent (5%) of the net order value of the rescheduled portion of the order. Delivery is Ex-Works DZS's factory/distribution site, such delivery to be made to a carrier/freight forwarder selected by DZS. If CUSTOMER requests use of a specific qualified carrier/freight forwarder, DZS will not unreasonably withhold its consent. DZS will package products in accordance with DZS's standard practices. Products are deemed accepted by CUSTOMER, and title, possession and risk of loss shall pass to CUSTOMER, upon delivery of the Products to the carrier/freight forwarder. DZS prices are exclusive of charges for transportation and other related services, including any taxes (other than taxes on the net income of DZS), duties, assessments and shipping, handling, insurance, brokerage and other charges which CUSTOMER may be required to collect or pay upon the order transaction. DZS shall include these separate items in its invoice prices to the CUSTOMER.

Payment:

All items sold are invoiced in full upon shipment. Payment is due net thirty (30) days from invoice date. All payments shall be made within thirty (30) days after the days of invoice. Accounts are past due may be subject to a monthly charge of one and one-half percent (1.5%) per month, or pro-rated portion of a month, of the total invoice. Accounts more than 60 days past due will be subject to suspension of Service until payment is received. DZS reserves the right to determine CUSTOMER's credit limit at any time, and may delay delivery until CUSTOMER pays all past due amounts or makes full or partial payment for future deliveries. CUSTOMER grants DZS a purchase money security interest in the products and proceeds thereof until payment has been made in full, and hereby appoints DZS or its designee as CUSTOMER's attorney in fact to act in CUSTOMER's name to execute and file documents as appropriate to perfect such interest. This appointment is coupled with an interest and, hence, irrevocable. The price of service(s) will be at DZS's standard published Service rates or special custom quote. Products subsequently purchased that are in same product family as products covered hereunder must also be covered under this Agreement and will be invoiced upon shipment. All billing will be, coterminous with the date of the original shipment so that support for all subsequent products added to the Agreement will renew as of the same date. Service requested by CUSTOMER outside the scope of this Agreement shall be billable at DZS's standard Time & Material rates. If CUSTOMER desires any Time and Material service, DZS will require CUSTOMER's written authorization to proceed. Maintenance charges for new equipment will begin upon shipment. For previously installed equipment or software, maintenance charges will begin upon commencement date unless otherwise provided in this Agreement. Maintenance charges provided for in this Agreement shall be payable in advance on an annual basis unless otherwise specified in this Agreement. Renewals will be processed on a quarterly basis in the month following each calendar quarter. Maintenance charges for Time and Material services shall be invoiced separately as incurred.

Changes in Rates:

Prices shall remain fixed for the Initial Term of this Agreement. Thereafter, pricing may be increased upon three (3) month prior written notice to CUSTOMER. If pricing increases, CUSTOMER may, upon receipt of such notice, terminate this service, upon furnishing DZS with thirty (30) days written notice prior to the effective date of the

increase in prices. In the absence of such a termination notice to DZS, the new prices will become effective on the date specified by DZS.

Limited Warranty and Support:

Subject to the disclaimer below, DZS offers a limited warranty for its hardware products and software products and/or support solely as set forth in this Section. Each hardware product will conform in all material respects to the standard, published DZS data sheet for such product and will be free from defects in materials and workmanship, for one (1) year after shipment. If CUSTOMER notifies DZS within one (1) month of receipt of any unit (but in any event no later than ninety (90) days following shipment of such unit) that the unit is "dead on arrival" (DOA), DZS will provide an advance replacement unit. If the DOA unit is not returned to DZS within Ten (10) business days following CUSTOMER's receipt of the replacement unit, CUSTOMER will be obligated to pay for the replacement unit at CUSTOMER's standard pricing. This warranty does not cover the results of accidents, abuse, neglect, vandalism, use contrary to handling or operating instructions supplied by DZS, or repair or modification by anyone other than DZS. This warranty extends only to CUSTOMER and is not assignable. CUSTOMER shall promptly, but no later than ten (10) days after the term of this warranty, notify DZS in writing of any nonconformity to the warranty, and provide such details as DZS reasonably requests. CUSTOMER will, upon DZS's request and in accordance with DZS's return procedures, return such products to DZS at CUSTOMER's expense and risk. DZS will determine in its sole reasonable discretion whether products fail to conform to warranty and, as to conforming products, return such products at CUSTOMER's expense and risk. If DZS determines that products fail to conform, CUSTOMER's sole remedy shall be, at DZS's option and expense, the repair or replacement and return of the products, or a refund of the price paid by CUSTOMER for the products. All DZS applications and embedded software will conform in all material respects to the standard, published DZS end user documentation for such applications and software for ninety (90) days following shipment. After such ninety (90) day warranty period, software and technical updates will not be provided for any software or equipment not covered by a service maintenance package as further described at www.dzsi.com/support/#ServicePlans

. To the extent of any errors or other issues associated with software, CUSTOMER will be entitled to receive technical assistance and support based solely on the technical support package separately purchased by CUSTOMER.

Service Exclusions:

Third party devices (hardware, cabling, etc.) not provided by DZS, or DZS Hardware or Software which has been modified by anyone other than DZS, that may impact the performance of DZS systems or the ability to diagnose and troubleshoot the DZS systems is outside the scope of this Agreement. If materials are provided by DZS, or extraordinary services rendered (e.g.: a site visit) that are the direct result of the failure of or the existence of such third party equipment, CUSTOMER will be invoiced for such products or services. CUSTOMER is responsible for the compatibility of third party devices. CUSTOMER must provide a proper environment for DZS systems. The term environment applies to factors such as temperature and humidity, stability and reliability of power provisioning, and physical installation and access. Any failure, service interruption, or Hardware damage that results from adverse environments is outside the scope of this Agreement, and may result in voiding of warranty, billing for additional services, and/or billing for hardware replacement. The high level of availability offered in a DZS system comes in part from the use of redundant common equipment. Remote support and diagnostics can usually be accomplished at remote sites without affecting system operation providing the equipment was purchased with the appropriate redundancy. In systems configured with minimal or no redundant equipment, system availability may be affected when performing such activities, as well as by the failure of any of the components that could have been made redundant.

Patent and Copyright Indemnity:

DZS will defend any suit brought against CUSTOMER claiming that the DZS products infringe any valid United States patent, copyright, mask work, trademark or trade secret, and will pay the amount of any final judgment that may be awarded against CUSTOMER in any such suit; provided that CUSTOMER (i) gives prompt written notice to DZS of any such suit and furnishes all papers received in connection therewith; (ii) permits DZS to control the defense and settlement of any such suit; and (iii) provides reasonable assistance to DZS in the conduct of such defense. This indemnity shall not apply to infringement caused by (i) modifications to standard products by or at the request of CUSTOMER (whether or not with DZS's approval), (ii) combination of the products with other products or services not provided by DZS, or (iv) CUSTOMER's failure to use the most recent release of Software provided by DZS. In the event of a claimed infringement, DZS may, at its option, elect to (i) procure the right to use the products; (ii) replace

or modify the products so that they become non-infringing; or (iii) refund to CUSTOMER the depreciated value of the infringing products (based on the straightline depreciation of book value over a five-year life).

THE FOREGOING INDEMNITY CONSTITUTES THE ENTIRE LIABILITY OF DZS AND THE SOLE REMEDY OF CUSTOMER WITH RESPECT TO ANY CLAIM OR ACTION BASED IN WHOLE OR IN PART UPON INFRINGEMENT OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS.

Software License:

DZS does not transfer to CUSTOMER any right, title or interest to software contained in or constituting the products. DZS and/or its affiliates grant CUSTOMER a nonexclusive license to use such software solely in connection with the products and in accordance with DZS's End User License Agreement accompanying such software. CUSTOMER agrees to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent of the software. CUSTOMER is permitted to make a single archive copy of software. Any copy must contain the same copyright notice and proprietary markings as are on the original software.) Use of software on any equipment other than that for which it was obtained, or any other material breach by CUSTOMER hereunder, shall automatically terminate this license). If the terms of this Agreement differ from the terms of any agreement packaged with software, the terms of the packaged software agreement shall govern.

Use of Software and Information:

CUSTOMER agrees that any software or technical and business information owned by DZS or its suppliers and furnished to CUSTOMER under this Agreement shall remain the property of DZS or the supplier and shall be kept in confidence by CUSTOMER. All software and information furnished to CUSTOMER under this Agreement: (1) shall be used by CUSTOMER only to install or operate the product for which they were originally furnished; (2) shall not be reproduced or copied, in whole or in part, except as necessary for use as authorized under this Agreement; (3) shall not be disclosed or transferred without DZS's written permission; and (4) shall, together with any copies, be returned or destroyed when no longer needed or permitted for use with the product for which they were initially furnished. If any equipment provided to CUSTOMER is subsequently transferred to another end user, upon written request to DZS, DZS will grant the new end user the right to use any related software and information. The new end user must agree in writing to DZS's terms and conditions respecting ownership, use and confidentiality of software and information and to payment of any scheduled fees.

Governing Law:

This Agreement is governed and construed in accordance with the internal laws of the State of California without application of conflict of laws principles but shall not be governed by the United Nations Convention on the International Sale of Goods. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Alameda County, State of California before a single arbitrator. The arbitration shall be administered by JAMS (<https://www.jamsadr.com/>) pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party in any legal proceeding shall recover its expenses in connection therewith, including reasonable attorney's fees. CUSTOMER covenants not to import or export products except pursuant to the laws of all relevant jurisdictions. CUSTOMER shall comply with all applicable requirements of international, federal, state and local laws, ordinances, administrative rules and regulations. CUSTOMER shall not directly or indirectly export the products acquired hereunder or any technical data relating thereto without first complying with, and obtaining any licenses and/or other approvals required by, the United States Export Administration Act and Export Administration Regulations or any other applicable laws and regulations of the United States. CUSTOMER shall contractually require its subcontractors, customers and agents to comply with all such legal requirements as well, and CUSTOMER shall indemnify, defend and hold harmless DZS for any damages, losses, costs, or penalties incurred by DZS or its affiliates by virtue of such noncompliance by CUSTOMER or its subcontractors, customer's or agents.

Contact:

For commercial questions, please contact your sales representative.

Austin Herrick

austin.herrick@dzsi.com

This is an electronically created offer that is valid without signature based on the current terms and conditions (see above).
Details on the processing of your data can be found in our privacy policy.