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6	ADDITIONAL ATTACHMENTS
Attachment: <u> A </u> : <u> E-rate/School Rider </u>	Attachment: _____ : _____
Attachment: <u> B </u> : <u> SOW-1 </u>	Attachment: _____ : _____
7	THE AGREEMENT
<p>DELIVERY OF ITEMS; SITE PREPARATION; INSTALLATION: At the Company's sole discretion, System Equipment and deliverables may be shipped and delivered to the Customer's installation site. All carriage fees, delivery fees and freight pre-paid, unless otherwise separately agreed in writing, shall be the Customer's responsibility and liability. The Customer shall be responsible for any and all restocking fees or return fees charged by the manufacturer or distributor if the Customer or its representatives open the cartons/delivery prior to verifying the shipment contents and packing slips, and such contents and items are incorrect or nonconforming to the order specifications as requested and/or the Customer subsequently modifies its requested specifications. (To this end, it is recommended that the Customer not open any cartons/delivery associated herewith and contact the Company to handle verification of delivered items.) The Customer shall be responsible for preparing a site suitable for the installation and operation of the Equipment and deliverables. When installation by Company is requested, the Company will install and test the System in accordance with an agreed-upon installation schedule so that the System operates in accordance with manufacturer's specifications. When installation by Company is requested or if Company is requested to oversee, coordinate and/or supervise the installation by an approved contractor/subcontractor, the Company shall provide Customer written notice (including, but not limited to, a completed service order) indicating the date the System becomes operational pursuant to the requirements agreed to by the parties (the "In-Service Date"). Should Customer request delay of installation, the Company may store components of the System at Customer's own risk and expense.</p> <p>SYSTEM ACCEPTANCE: Unless otherwise expressly agreed to by the parties in writing, the System is accepted and shall be deemed accepted by Customer on the In-Service Date. If requested by the Company, the Customer agrees to execute a certificate of acceptance.</p> <p>CHANGES: The Company will reasonably accommodate Customer-requested changes, including changes associated with the relocation of the System or any major System components, prior to the In-Service Date pursuant to a written change order executed by both parties reflecting an appropriate adjustment in the System price and installation date. As set forth herein, if any Customer-requested changes requires and triggers additional labor, a restocking fee, return charge or similar fee, then the Customer shall be responsible for the costs and expenses associated with such additional labor, restocking fee, return charge and/or similar fee or charge.</p> <p>TAXES AND FREIGHT CHARGES: The Customer shall be responsible for, and shall pay, any and all taxes (sales, excise, use, etc.), shipping and transportation charges, insurance, freight charges, carriage fees, and any export or import duties which may be applicable to the sale and/or delivery of the Equipment and deliverables of the System as may be required under this Agreement. The Customer shall and hereby does indemnify and hold the Company harmless from any claim, loss, damage, liability or expense incurred with regard to the payment of any such taxes, shipping and transportation charges, insurance, freight charges, carriage fees or export or import duties.</p> <p>CUSTOMER RESPONSIBILITIES: For all purposes under this Agreement and the System deliverables and services hereunder, the Customer will: (a) Allow Company access for installation, inspection, testing of the System and performance of any required activity; (b) Maintain current environmental conditions and electrical service for all networking equipment; (c) Provide environmental conditions and electrical service required by any and all new or modified Equipment; (d) Authorize the Company, at Customer's expense, to make service requests upon third parties for System interconnection requirements, including obtaining circuit service for testing where necessary; (e) Designate trash deposit points on each floor on which the System is to be installed where Company will place waste for removal by Customer; (f) Cooperate with and work with the Company's requests for assistance in testing or installation; (g) Designate and identify to the Company an individual to serve as a System Administrator and primary contact; (h) Immediately notify the Company of any anticipated delay in building availability or inability to meet any of the above-listed requirements; and (i) Take all necessary steps, at its own expense, to remove or contain any asbestos or other hazardous substance from or at the Customer's premises where the Company's representatives may be or are installing the System components, and to test the premises to ensure that any such exposure does not exceed the lowest exposure limit for the protection of workers. The Customer's failure to meet and/or maintain such requirements and responsibilities shall entitle the Company to terminate this Agreement without further obligation to Customer. If the Company so terminates, then the Customer shall reimburse Company for expenses incurred in performing this Agreement until termination.</p>	

RESPONSIBILITY FOR TELECOMMUNICATIONS CHARGES, COSTS AND TAXES: Customer is solely responsible for selection, implementation and maintenance of security features for defense against unauthorized access or usage. Customer is solely responsible for payment of Internet and other telecommunications charges incurred through use of the System, as well as any and all taxes (excise, sales, use, etc.), assessments and any other government-related fees or charges assessed against or related to the System.

LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL THE COMPANY BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE EQUIPMENT OR THE PERFORMANCE OF SERVICES HEREUNDER FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF THE CUSTOMER OR CLAIMS OF THE CUSTOMER'S CLIENTS, OR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE COMPANY'S LIABILITY TO THE CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID TO THE COMPANY HEREUNDER FOR THE SYSTEM. THE COMPANY SHALL BEAR NO LIABILITY FOR USE OF EQUIPMENT OR SERVICES PROVIDED UNDER THIS AGREEMENT IN CONNECTION WITH ANY LIFE SUPPORT SYSTEMS OR SIMILAR MEDICAL DEVICES. IN ADDITION, COMPANY SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE SYSTEM WITH OTHER THIRD-PARTY PRODUCTS OR SYSTEMS THAT CUSTOMER MAY UTILIZE IN CONJUNCTION WITH THE SYSTEM OR TO WHICH CUSTOMER MAY CONNECT THE SYSTEM. THE COMPANY MAY FROM TIME TO TIME PROVIDE ADVICE, MAKE RECOMMENDATIONS OR SUPPLY OTHER ANALYSIS RELATED TO THE SYSTEM, EQUIPMENT AND SERVICES DESCRIBED IN THIS AGREEMENT, AND, WHILE COMPANY SHALL USE REASONABLE EFFORTS IN THIS REGARD, CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY SHALL APPLY TO THE PROVISION OF SUCH ADVICE, RECOMMENDATIONS AND/OR ANALYSIS.

MANUFACTURER WARRANTIES; SOFTWARE LICENSES AND SUPPORT: Warranties provided by the manufacturers or the Company's suppliers shall be the sole and exclusive warranties for the System and the System components. All terms and conditions, as well as warranty periods are defined in each individual manufacturer warranties and maintenance agreements, and Customer is responsible for all paperwork associated with registration and responsibilities associated with said manufacturer warranties and agreements. Similarly, with respect to System software, the Customer shall receive and be entitled to a nonexclusive license from the software publisher(s) to use operating system software provided with the data communications System in accordance with the terms and conditions of the software publisher's license(s). Customer shall acquire no other or additional interest in or right to such software. Customer shall not change or copy the software (except for archive copies) or make it available to persons who do not need it to operate the System. Customer is responsible for all paperwork associated with any registration requirements and responsibilities associated with any software publisher licenses, warranties and agreements. All other software provided in conjunction with the System is licensed to Customer under the license provided by the software publisher. Support of such software is not provided by Company under this Agreement.

THE WARRANTIES STATED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES FROM OR BY THE COMPANY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. THE COMPANY MAKES NO WARRANTY FOR USE OF THE SYSTEM AS A COMPONENT IN ANY LIFE SUPPORT SYSTEM OR SIMILAR MEDICAL DEVICES. THE COMPANY MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY SOFTWARE OR FIRMWARE HEREUNDER.

PRICE AND PAYMENT TERMS: If Customer and Company agree on any change to the System before the In-Service Date, Company will adjust the total purchase price and installation date accordingly. As further set forth herein, the Customer shall pay all applicable sales, use or excise taxes on the same terms as any other fees and charges pursuant to the Agreement. When required by the Company, a down payment shall accompany this signed Agreement. All System Equipment and deliverables will be invoiced to the Customer at time of delivery to the Customer's designated System address and location. Payments are due upon receipt of invoice and are late 30 days after invoice date. Customer shall pay interest on any past due balance at the rate of 1½% per month; provided, however, said aggregate rate shall not exceed the maximum rate allowed under state law. If any payment for purchase of the System is not received within 45 days of invoice, the Company may remove the System and terminate the Agreement, as well as seek any and all appropriate legal remedies at law or in equity. Provided neither party is in default of or under this Agreement, if Customer desires to cancel this Agreement before the In-Service Date, then such cancellation must be in writing and Customer shall pay the Company's charges for preparation, installation and removal of the System at the Company's then-current rates and fees plus any applicable restocking charges or return fees assessed or charged by the manufacturer(s) or distributor(s) for the System items and components. The Company

will apply any payment received from Customer to these charges and will refund any balance. If a deficiency results, Customer shall pay such deficiency within 30 days of receipt of an invoice for such deficiency. If either party fails to perform any material obligation under this Agreement or violates any material obligation under this Agreement or violates any material term or condition of the Agreement, and such failure or violation is not cured by the defaulting party within 30 days following receipt of written notice of such default from the other party, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party. If Customer finances this purchase, then the Company will refund amounts paid by Customer upon receipt of payment in full from such third party lessor or lender. Customer may assign its rights and obligations under this Agreement to a third-party lessor or lender acceptable to Company or may cause the third-party lessor or lender to issue a purchase order in a form acceptable to Company. Notwithstanding such assignment or third-party purchase order, the Customer, as lessee of the System, shall have the right to enforce the Company's obligations and will remain responsible for performance of its obligations under this Agreement, including payment for the System components and any Services hereunder.

RISK OF LOSS: Risk of loss or damage to the System that is not caused by the Company passes and shall pass to Customer on delivery to the designated System address of the Customer if Company installs the System, or upon delivery to the carrier or pickup by Customer if Company does not install the System.

INDEMNIFICATION: (a) Subject to the conditions and exceptions recited herein, the Company hereby promises and agrees to indemnify, defend and hold harmless the Customer and its directors, officers, employees, agents, attorneys and successors-in-interest from and against any and all losses, damages, judgments, liabilities, costs and expenses (including court costs and reasonable attorney's fees) suffered or incurred by the Customer as a result of or arising out of (i) any representation or warranty by the Company in this Agreement, or in any exhibit or schedule hereto or in any instrument or agreement delivered in connection herewith, proving to be false, incorrect or inaccurate, (ii) any attempt (whether or not successful) by any person to cause or require the Customer to pay any liability of, or claim against, the Company of any kind in respect of the operations of the Company hereunder, to the extent not specifically assumed or subject to an indemnity by the Customer under the terms of this Agreement, and/or (iii) any breach or violation by the Company of any of its covenants and obligations under this Agreement or any agreement or instrument delivered in connection herewith. The indemnity will not apply unless Customer (1) gives written notice to Company within 15 days of receipt of service of any such claim and shall inform Company in writing of any subsequent communications regarding same, (2) fully cooperates with Company in the defense of the claim, and (3) provides Company with information and assistance in defending the claim. Company shall have sole control of the defense of the claim and of all negotiations for its settlement or compromise. This indemnity shall not apply to any claim, or portion thereof, that arises from any negligent or willful act or omission by or attributable to Customer, use or operation of the System in combination with materials, data or programming of others, or any addition to or modification of the System, or use of other than the current unaltered release of any software used in the system. This indemnity does not extend to any portion of the injury, death or damage caused by either the sole or contributing negligence of Customer or third parties. Subject to the terms, conditions and limitations set forth herein, upon the occurrence of any event referenced herein for which the Customer is entitled to indemnification, the Customer shall have all of the rights and remedies available to it at law, in equity, in bankruptcy or otherwise. The Company's obligation with respect to damage to the System is limited to repair or replacement, at the Company's option, of the damaged items.

(b) The Customer hereby promises and agrees to indemnify, defend and hold harmless the Company and its directors, officers, employees, agents, attorneys and successors-in-interest from and against any and all losses, damages, judgments, liabilities, costs and expenses (including court costs and reasonable attorneys' fees), suffered or incurred by the Company as a result of or arising out of (i) any representation or warranty by the Customer in this Agreement, or in any exhibit or schedule hereto or in any instrument or agreement delivered in connection herewith, proving to be false, incorrect or inaccurate, (ii) any attempt (whether or not successful) by any person to cause or require the Company to pay any liability of, or claim against, the Customer of any kind in respect of the operations of the Customer hereunder, to the extent not specifically assumed or subject to an indemnity by the Company under the terms of this Agreement, and/or (iii) any breach or violation by the Customer of any of its covenants and obligations under this Agreement or any agreement or instrument delivered in connection herewith. The indemnity will not apply unless Company (1) gives written notice to Customer within 15 days of receipt of service of any such claim and shall inform Customer in writing of any subsequent communications regarding same, (2) fully cooperates with Customer in the defense of the claim, and (3) provides Customer with information and assistance in defending the claim. Customer shall have sole control of the defense of the claim and of all negotiations for its settlement or compromise. This indemnity shall not apply to any claim, or portion thereof, that arises from any negligent or willful act or omission by or attributable to Company. Upon the occurrence of any event referenced herein for which the Company is entitled to indemnification, the Company shall have all of the rights and remedies available to it at law, in equity, in bankruptcy or otherwise. Nothing herein shall be deemed to limit or restrict in any manner any rights or remedies available at law, in equity

or otherwise against the Customer based on a willful misrepresentation or willful breach of warranty by the Customer hereunder.

COMPLIANCE WITH LAWS: The specifications and requirements of the System, its price and installation are based on compliance with applicable laws, regulations and ordinances in effect on the date the price is quoted to Customer.

USE OF CUSTOMER'S PURCHASE ORDERS: Purchase orders issued by Customer and accepted by the Company are effective solely to specify goods and services ordered. Any provisions contained in the Customer's purchase order or other similar document that would add to, delete or vary the Company's obligations or rights under this Agreement are hereby rejected and shall not become part of this Agreement or its underlying transaction(s).

DELAYED PERFORMANCE: If performance under this Agreement is interfered with by acts of God, war, riot, embargo, acts of the Government in its sovereign capacity, labor difficulties, unavailability of equipment or parts from vendors, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault of the party affected, such party, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such interference (and the other party shall likewise be excused from its performance), provided that the party so affected shall use reasonable efforts to remove such causes of nonperformance and both parties shall proceed whenever such causes are removed or cease.

RESOLUTION OF DISPUTES: (a) Except as expressly provided in this Agreement, in the event of a controversy or claim between the parties arising out of or relating to this Agreement, the parties agree to attempt to negotiate and work out a compromise of the controversy or claim for a period of thirty (30) days following the giving of written notice of the controversy or claim by one party to the other. If the parties are unable to reach a mutually agreeable compromise during said 30-day time period, then the parties shall submit their dispute to mediation with a mutually agreeable and independent mediator from a slate of mediators proposed by the Company's certified public accountant(s). Upon selection and appointment of a mediator, the parties shall work with and through the mediator for a period of sixty (60) days following the expiration of the initial 30-day negotiation time period set forth above.

(b) In the event the negotiation and mediation process fails to reach a compromise and/or mutually agreeable resolution to the dispute and stalemate, then any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled, except as may otherwise be provided herein, by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and the award of such arbitrator(s) shall be binding and conclusive upon the parties, and the arbitration award may be entered as a final judgment in any court having jurisdiction thereover. Any dispute as to whether a controversy or claim is subject to arbitration shall be submitted as part of the arbitration proceeding. Legal costs, attorneys' fees and any other expenses associated with the arbitration shall be assessed in favor of the substantially prevailing party as determined by the arbitrators. All arbitration proceedings shall be conducted by a panel of three (3) arbitrators. Notwithstanding the foregoing, the parties may agree on any other arbitration system for purposes of resolving any claims or controversies hereunder, and any such award under such alternative arbitration system shall be binding and conclusive on the disputing parties.

MISCELLANEOUS: (a) No action or demand for arbitration arising out of this Agreement may be brought by a party more than 2 years after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions under state law. (b) The Company may assign this Agreement without restriction, but Customer may not assign this Agreement without the Company's prior written consent. (c) Either party's failure to enforce any of the provisions of this Agreement, or to exercise any right or option is not a waiver of any such provision, right or option, and shall not affect the validity of this Agreement. (d) Notices required by this Agreement shall be in writing and shall be sent by a method which obtains a written receipt. Notices shall be sent to the address listed on the front of this Agreement until such address is changed by written notice. (e) It is the intention of the parties hereto that the laws of the Commonwealth of Pennsylvania shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties, without regard to any conflict of laws, rules or principles that might refer the governance, construction, or interpretation to any other jurisdiction. Any action or proceeding against any of the parties hereto relating in any way to this Agreement or the subject matter hereof shall be brought and enforced exclusively in the United States District Court for the Western District of Pennsylvania, Erie Division, or if subject matter jurisdiction is lacking, in the Court of Common Pleas of Erie County, Pennsylvania, and the parties hereby consent to the exclusive jurisdiction of such courts in respect of such action or proceeding. (f) Any provision of the Agreement prohibited by applicable law shall be ineffective without invalidating the remaining provisions of this Agreement, unless the general intent of the Agreement would be negated. (g) The section headings in the Agreement are for convenience only and shall not be considered in its interpretation. (h) No subsequent agreement shall change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and

signed by the party against whom enforcement of the change, modification or discharge is sought. (i) This Agreement, including attachments, constitutes the entire agreement of the parties pertaining to the subject matter herein and supersedes all prior agreements negotiations and representations, whether written or oral, concerning such subject matter. No representations or warranties, express or implied, have been made or relied upon in the making of this Agreement other than those specifically contained in this Agreement.

To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single and complete agreement

In consideration of the payments and promises contained herein, and intending to be legally bound hereby, the parties agree that the Company hereby sells to Customer, and Customer purchases from Company, the communications system (the “System”) and the installation, warranty and maintenance services shown on page 1 and described more fully within this Agreement and referenced attachments. This Agreement includes important provisions concerning limitations of liability, warranties, and responsibility for other charges incurred through use of the System. This Agreement is effective on the date accepted by the Company.

A		Agreed to by Customer: Warren County School District		B		Accepted by Company: Reabah, Inc.	
SIGNATURE				SIGNATURE			
PRINTED NAME				PRINTED NAME			
TITLE		DATE		TITLE		DATE	

ATTEST:

Board Secretary