

DIR-TSO-4344
Appendix D
Master Order Agreement

- 1. AGREEMENT.** This Master Order Agreement is between _____ (“Customer”) and _____ **d/b/a Black Box Network Services** (“Black Box”), and sets forth the legal rights and obligations governing Customer’s orders for the purchase, installation, maintenance and warranty of cabling, Internetworking, distributed antennae systems, and/or converged equipment (“Equipment”) and/or licensed software (collectively, the “System”), or other related services, including managed and technical services, (collectively, “Services”) at a single location or multiple locations as described in the applicable Order Form. This Agreement consists of DIR Contract DIR-TSO-4344 terms and conditions, signed order form(s) (“Orders”), a Statement of Work (“SOW”), and if applicable software license (“Software”) (collectively, the “Agreement”) and all such documents shall be incorporated into this Agreement by reference and become part of this Agreement during the Term (as defined below). Black Box may perform the Services with personnel of Black Box or any of its parent companies, subsidiary companies or companies under direct and indirect common control therewith (each, a “Black Box Entity” and collectively, “Black Box Entities”) or with subcontractors to Black Box and/or Black Box Entities (“Subcontractors”). Black Box shall be solely responsible for the performance of the Services and all of the other liabilities and obligations of Black Box under this Agreement, whether or not performed in whole or part by Black Box, any Black Box Entity or any Subcontractor.
- 2. TERM.** The term of this Agreement shall commence on the date Black Box executes this Agreement (the “Effective Date”), and will continue for _____ years thereafter (the “Term”), and this Agreement shall apply to any Order placed during the Term, even if performance extends beyond the Term. If neither Customer nor Black Box provides the other written notice of cancellation at least thirty (30) days prior to the end of the Term, the Term will automatically renew for additional periods of one (1) year.
- 3. PRICE AND PAYMENT TERMS. (A) Price.** The System price and/or Services fee, are set forth on the applicable SOW and/or Order in accordance with Appendix C Pricing Index of DIR Contract DIR-TSO-4344. **(B) Sales and Use Taxes.** As per Section 151.309, Texas Tax Code, Customers under DIR Contract DIR-TSO-4344 are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Vendor upon request. **(C) Due Date.** Purchase orders, invoice and payment shall be handled in accordance with Appendix A, Section 8H-J of DIR Contract DIR-TSO-4344.
- 4. ORDERING PROCEDURES. (A) Orders.** Customer shall sign an Order for Equipment, Systems and/or Services ordered during the Term. Black Box shall acknowledge acceptance of Customer’s Order by executing said Order. Black Box may acknowledge a Customer-issued purchase order as an Order; however, the parties acknowledge that a Customer’s purchase order or other similar document is for the Customer’s convenience only and if acknowledged by Black Box, DIR Contract DIR-TSO-4344 and this Agreement shall apply to the Order and any terms and conditions on the Customer purchase order shall have no effect on this Agreement, the Order or the Services provided under this Agreement. **(B) Change Orders.** When changes in the System and/or Services are requested by Customer or are otherwise necessitated as set forth in this Agreement (“Change Order”), Black Box shall promptly estimate the monetary effect and so notify Customer. If the Change Order affects the cost or time of performance under an Order or SOW, Customer and Black Box will mutually agree in writing to an equitable adjustment to the amount of which shall be payable to Black Box as set forth in the Order and/or SOW. **(C) Acceptance.** Equipment will be deemed accepted by Customer _____ business days (to be agreed upon by both parties) after its delivery date for drop ship orders or installation date for installed Equipment, unless Customer notifies Black Box in writing within such period of any non-conformities. Upon such notice, Black Box will promptly correct any such non-conformities to the specifications of the Order and/or SOW.
- 5. RETURNS.** Black Box will only accept return of Equipment which: (i) is returned within thirty (30) days of delivery; (ii) reflects a Return Merchandise Authorization (“RMA”) number issued by Black Box; (iii) is in its original packaging; and (iv) is in the same condition as delivered. Black Box may charge a restocking fee for Equipment Order’s cancelled prior to installation or returns unless the Equipment is defective, or delivered in error. Notwithstanding the foregoing, custom ordered Equipment is non-returnable.
- 6. RISK OF LOSS AND TITLE.** Customer assumes the risk of loss of the System from the date of delivery. Title shall pass to Customer upon full payment of the System price, and other applicable charges as agreed and approved by the Customer.
- 7. SOFTWARE DEPLOYMENT.** Customer acknowledges that Black Box may utilize its own software or third party software to perform certain Services, e.g., managed or professional services, as set forth in the SOW and that in some instances such software may be placed on Customer’s servers during the Term. Furthermore, Customer acknowledges that Black Box is not providing a license to Customer to use such software as it is only provided as a feature of the Services. At either the Agreement or an applicable Order’s expiration or termination, all such software shall be deleted and/or removed from Customer’s server.
- 8. SOFTWARE LICENSE. (A) Direct License.** If applicable, Customer agrees to be bound by the Software publisher’s or Equipment manufacturer’s Software and/or end user license agreement. **(B) Grant of License.** Absent such direct license, Black Box grants Customer a non-exclusive license to use the Software in the System for its useful life, provided Customer: (i) does not disclose information about the Software to a third party without Black Box’s prior consent; (ii) uses the System solely for Customer’s internal business purposes; (iii) does not copy any part of the Software without Black Box’s consent (except for a single copy for backup purposes only); (iv) does not attempt to develop any source code from the Software; (v) does not attempt to reverse engineer, decompile, disassemble, alter, add to, delete from, or otherwise modify the Software, except to the extent that such modification capability is an intended feature of the Software; and (vi) returns, erases or destroys any Software on any media being recycled or discarded and so certifies to Black Box. Customer may transfer the right to use the Software only to an end user who acquires the right to use the System and agrees to be bound by the terms of this license.
- 9. HAZARDOUS SUBSTANCES.** Customer represents and warrants that the work site shall be in compliance with all applicable federal, state and local laws, rules and regulations, including hazardous waste and environmental laws and/or regulations and shall not contain, present, or expose Black Box employees or agents to asbestos or other hazardous materials or substances. Black Box may immediately suspend performance until Customer has corrected such condition(s) and/or terminate this Agreement with respect to such work site without liability.
- 10. WARRANTY.** Unless otherwise set forth in an SOW or Order, the following terms shall apply: **(A) Black Box Warranty.** Black Box warrants that all Equipment shall be free from defects in material or workmanship under proper and normal use and will conform to the specifications for a period of ninety (90) days from delivery, provided that if a System is installed in phases, the ninety (90) day period shall commence at the acceptance of the applicable phase, and that all Services shall be performed in a good and workmanlike manner and be free from material defects for a period of thirty (30) days from the date of performance of the Services. **(B) Additional Manufacturer Warranty.** In addition to the Black Box warranty in Section 10(A), all manufacturer’s end user warranties or conditions for Equipment provided hereunder are passed through to

Customer. Black Box will provide reasonable assistance to Customer in presenting any such Equipment claims to the manufacturer. The Customer's sole and exclusive remedy for any breach of a manufacturer's warranty or conditions shall be limited to the remedies set forth in the manufacturer's end use warranties or conditions. Black Box is required to provide Customer with the following manufacturer warranty information located at <https://www.blackbox.com/en-us/about-us/terms-conditions-of-sale>. Customer acknowledges that installation, repair, or modification of a System by non-manufacturer certified technicians may void the manufacturer's warranty or condition and may result in a denial of Software support services. **(C) Remedies.** Black Box's sole liability and obligation, and Customer's sole and exclusive remedy, for failure by Black Box to meet any of the warranties or conditions set forth in this Section shall be, at Black Box's option, to: (x) re-perform the defective Services, (y) repair or replace the defective Equipment; or (z) in the event that (x) and (y) are not commercially practicable, refund the fees previously paid by Customer to Black Box for the defective Services or Equipment. **(D) Limitations.** The warranties and conditions set forth in this Section apply solely to Customer and to no other third parties. Such warranties and conditions are not applicable to any deficient Services or Equipment where such deficiency is caused by: (i) any actions of third parties, where such actions were not expressly approved by Black Box in writing; (ii) the failure by Customer or any third party to follow Black Box's installation, operation or maintenance instructions; (iii) any failure of third party products that were not provided or serviced by Black Box; (iv) any abuse, misuse or negligent acts of Customer or any third parties; (v) force majeure events or any other environmental causes not attributable to Black Box; or (vi) deterioration of materials which, by their nature, have a limited shelf life (including, without limitation, batteries). **(E) Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, BLACK BOX MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTY OR CONDITION OF NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED. BLACK BOX MAKES NO WARRANTY FOR USE OF THE SYSTEM AS A COMPONENT IN LIFE SUPPORT DEVICES OR SYSTEMS OR ANY WARRANTY OR CONDITION OF SECURITY OR THAT THE SERVICES OR NETWORK TRANSPORT WILL BE UNINTERRUPTED OR ERROR FREE. BLACK BOX SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO BLACK BOX'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, LOSS OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES (SUCH AS TOLL FRAUD), COMPUTER VIRUSES OR ANY OTHER METHOD.

11. **LIMITATION OF LIABILITY.** Limitation of Liability shall be handled in accordance with Appendix A, Section 10K of DIR Contract DIR-TSO-4344.
12. **INDEMNIFICATION.** Indemnification shall be handled in accordance with Appendix A, Section 10A of DIR Contract DIR-TSO-4344.
13. **TERMINATION.** Termination shall be handled in accordance with Appendix A, Section 10B of DIR Contract DIR-TSO-4344.
14. **CONFIDENTIALITY.** Confidentiality shall be handled in accordance with Appendix A, Section 10H of DIR Contract DIR-TSO-4344.
15. **FORCE MAJEURE.** Force Majeure shall be handled in accordance with Appendix A, Section 10C of DIR Contract DIR-TSO-4344.
16. **NOTICES.** Notices shall be handled in accordance with Appendix A, Section 12 of DIR Contract DIR-TSO-4344.
17. **GENERAL PROVISIONS.** **(A) Assignment.** Shall be handled in accordance with Appendix A, Section 4D of DIR Contract DIR-TSO-4344. **(B) Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. **(C) Waiver.** Shall be handled in accordance with Appendix A, Section 5D of DIR Contract DIR-TSO-4344. **(D) Severability.** If any Court finds any provision of this Agreement to be void, unlawful or unenforceable under any applicable statute or other controlling law, such provision shall be deemed severed and the remainder of this Agreement shall continue in full force and effect. **(E) Governing Law.** Shall be handled in accordance with Appendix A, Section 4F of DIR Contract DIR-TSO-4344 **(F) Publicity.** Shall be handled in accordance with Appendix A, Section 10Q of DIR Contract DIR-TSO-4344. **(G) Non-Solicitation and Non-Hire.** Neither party, including its subsidiaries and affiliates, shall directly or indirectly solicit, hire or contract with any of the other party's employee(s) performing work under this Agreement during the Term of this Agreement or any Order and for one (1) year after termination or expiration of this Agreement or any Order. A general public solicitation does not apply to this provision. **(H) Agreement Precedence.** In the event of any conflict between these terms and conditions and other documents attached hereto, the order of precedence shall be: (i) DIR Contract DIR-TSO-4344 terms and conditions; (ii) this Agreement; (iii) Purchase Order; and (iii) any other attachments and/or exhibits. **(I) Independent Contractor.** Black Box and Customer are independent contractors with respect to all rights and obligations under this Agreement. **(J) Execution.** This Agreement may be executed contemporaneously in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one instrument and the parties may rely on a hand signed or electronic signature or pdf. copy to bind the other party. **(K) Language.** The parties hereto confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices and schedules, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis et schedules, qui s'y rattachent, soient rédigés en langue anglaise. **(L) Entire Agreement and Modification.** DIR Contract DIR-TSO-4344 and this Agreement supersedes all prior or contemporaneous proposals, communications and negotiations, both oral and written, relating to the subject matter of this Agreement and constitutes the entire agreement between Black Box and Customer with respect to the subject matter herein. No subsequent agreement among the parties concerning the services shall be effective or binding unless made in writing and executed by authorized representatives of both parties. Neither electronic mail, text nor instant messaging shall be considered a "writing" sufficient to change, modify, extend or otherwise affect the terms of the Agreement. IN THE EVENT OF A CONFLICT IN TERMS, THE TERMS OF THE DIR CONTRACT SHALL BE CONTROLLING.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as set forth below.

_____ [CUSTOMER]

By: _____
Name: _____
Title: _____
Date: _____

d/b/a BLACK BOX NETWORK SERVICES

By: _____
Name: _____
Title: _____
Date: _____