



6E

STATEMENT OF WORK FOR LIGHTENING MANAGED DETECTION AND RESPONSE (WITH SENTINELONE ENDPOINT SOLUTION-MEPP)

Capitalized terms not defined in this Attachment will have the meanings set forth in the MSA.

"Services" will mean SilverSky Lightning Managed Detection and Response (MDR) Services with SentinelOne Endpoint Solution (MEPP), including SilverSky Lightning Platform. The "Launch Date" of Services under this Attachment will mean the date on which the Service(s) provided under the terms of this Attachment are first made available to you.

SilverSky Services

We will provide the Customer with the following Lightning MDR (with SentinelOne Endpoint Solution-MEPP) Services:

- A. SilverSky Lightning Platform to ingest data/events from a wide variety of agreed upon data sources including on-prem devices, endpoints, webapps, authentication gateways and cloud infrastructure. All ingested events are automatically enriched with threat intelligence data, matched against a variety of Indicators of Compromise and intelligently cross-correlated to detect anomalies across customer infrastructure.
- B. 24/7/365 coverage over all actionable incidents routed to our monitoring and detection platform; such incidents are reviewed by an Analyst on a 24/7/365 basis. Customers get full visibility in to notified and non-notified incidents.
- C. Investigation mapping within the SilverSky Lightning Platform utilizing the MITRE Attack framework.
- D. Customer will have a dedicated Account Manager and Cybersecurity Advisor. In addition, in addition you will access to our global security operations team for incident investigations, threat hunting, and real-time support. *Note: The dedicated cybersecurity advisor only applies if recurring monthly fee associated with the contract herein is \$500 or greater.*
- E. Customized Playbooks: to provide notifications to identified client contacts via agreed-upon, specified communication formats. We will provide containment and guided remediation, including the ability to potentially contain attacks at the endpoint utilizing the SilverSky deployed agent.
- F. Reporting: a set of customizable reports and report templates including, but not limited to, Executive summaries and threat and compliance reports.
- G. Platform transparency by providing customer access directly into the SilverSky Lightning Platform.
- H. Unlimited Data Ingestion¹: unlimited data ingestion from agreed upon data types and sources from standard feeds. Data is retained for one year (30 days hot storage and 1 year in cold storage).
- I. Support for Microsoft Office365 telemetry; additional fees may apply for this data source.
- J. Lightning MDR/MEPP – Additionally, as part of this service we are reselling the SentinelOne end point solution, and as such will ingest data from SentinelOne as deployed on your endpoints within this Lightning MDR service. We represent and warrant that we have obtained all required authorizations and consents to resell the MEPP to Customer as part of this MSA and agree to defend, indemnify, and hold harmless Customer against any actual or alleged claims, damages, or losses arising from our resale of the MEPP to Customer including, without limitation, any claims of infringement or unauthorized use. We further represent and warrant that the MEPP is not an early adoption or beta version of the Solution as defined in SentinelOne's Master Subscription Agreement. As the ultimate end customer of SentinelOne you must adhere to any and all SentinelOne end user provisions. *Note: Also see Exhibit 1 for SentinelOne Ransomware Warranty.*
- K. Please note that SilverSky is providing endpoint security utilizing SentinelOne endpoint protection solutions. The SentinelOne solutions are procured by SilverSky via a Managed Security Service Provider ("MSSP") license and delivered to you as a service. As such, all licensing for this service is controlled by the MSSP licensing agreement between SilverSky and SentinelOne.

LIGHTENING MDR (with SentinelOne EndPoint Solution -MEPP) SERVICE IMPLEMENTATION

SilverSky Responsibilities

- A. Conduct a knowledge-sharing survey to collect information about the Customer's environment, including ingestion data types and sources to be monitored and processes needed to support the implementation of services.
- B. Establish a secure method of transmitting logs from the Customer network to the Lightning Platform.
- C. Provide assistance to the Customer to configure data sources chosen for ingestion.
- D. Notify the Customer of receipt of logs and confirm proper operational integration to ensure alerting.
- E. Provide initial training and training materials for the SilverSky Lightning Platform/portal.

¹ Unlimited data ingestion applies to the following agreed upon, standard data sources: Network Data (incl. from public cloud sources such as AWS, Azure, Google Cloud, and other similar hyperscale cloud services), Firewall, DNS, Active Directory, Switches, Routers, Access Points, Domain Controllers, Vulnerability Management Solutions, and Endpoint Security Tools.



SilverSky Service Deliverables

- A. Capture device logs from the Customer's monitored devices.
- B. Perform analysis of the log data. This includes, but is not limited to, aggregation, parsing, correlation and alerting.
- C. In cases of significant risk, SilverSky security engineers will analyze incidents following an alert by the risk notification system.
- D. Security Engineers will notify the Customer of incidents requiring a response. Instructions on threat remediation and consultation will be provided.
- E. 24/7/365 phone-based incident support for additional investigation and guidance for the Customer.
- F. Security alerts will be sent to the Customer within 10-minutes of alert creation.

Customer Responsibilities. During performance of the Services Customer will:

- A. Prior to engagement commencement, assign a project management contact to serve as a primary contact through the delivery and performance of the Lightning MDR (with SentinelOne Endpoint Solution-MEPP) Services;
- B. Ensure complete and current contact information is provided on a timely basis;
- C. Cooperate during the deployment period, including providing to SilverSky all required information in a complete and accurate form to prevent implementation delays which may result in additional fees;
- D. Appoint one or more authorized contacts authorized to approve and validate all requested changes;
- E. Implement change requests;
- F. Provide all necessary information with respect to your environment;
- G. Provide necessary hardware along with maintenance and support contracts to run log collectors within your environment;
- H. Send log data in an encrypted manner, or via the agreed log collection device/type;
- I. Ensure the format and quality of the data being sent to SilverSky is sufficient for SilverSky to provide the Services;
- J. Retain authority and responsibility for decisions made regarding this service implementation; and
- K. Assume responsibility for any direct or physical remediation.

You acknowledge that your fulfillment of these responsibilities is essential to our ability to perform the Lightning MDR (with SentinelOne EndPoint Solution-MEPP) Services in a timely manner.



Service Level Agreement for Lightning Managed Detection and Response

In the event we fail to meet the levels defined in this Lightning MDR/MEPP Service Level Agreement for a minimum of two (2) consecutive months, you must notify us in writing of any violations and allow us thirty (30) days from notification to cure the breach. If still unresolved, you may immediately terminate the Lightning MDR/MEPP Service giving rise to such breach without additional notification or incurring early termination fees within thirty (30) days of our failure to cure.

1. **SERVICE HOURS OF OPERATION.** We maintain Security Operations, Network Operations, and Technical Support departments on a 24 x 7 x 365 basis. You may reach an individual in each of these departments by calling the appropriate support service.
2. **RESPONSE TIME.** We commit to certain incident response times. These commitments are subject to your providing us accurate and current contact information for your designated points of contact. Our failure to respond in accordance with the parameters defined herein will entitle you to receive, as your sole remedy and our sole obligation, credits described below, *provided however*, that you may obtain no more than one credit per day, regardless of how often in that day we failed to meet these parameters.

2.1 DEFINITIONS OF INCIDENT SEVERITY

- (i) **Critical** – This category of incident may have a severe impact to your network or system and indicates a compromise. Examples of incidents that fall under this category: malware infection, backdoor or Trojan traffic, outbound DDoS, and bot net traffic.
- (ii) **High** – This category of incident may have a high impact on your network or system and could lead to malware infection, data leakage, and disruption of operations due to network or system down time. Examples of incidents that fall under this category: download of malicious software, leakage of file from internal network, DoS or DDoS, P2P traffic (torrent), cloud storage traffic, and exploit launching.
- (iii) **Medium** – This category of incident has a medium level of impact on your network or system and could lead to unnecessary leakage of information or exposure of vulnerabilities. Examples of incidents that fall under this category: port scans, vulnerability scans, social media traffic, unusual network traffic, and multiple failed logins.
- (iv) **Low** – This category of incident shows little impact on the Customer. This is mostly informational alerts to inform the Customer. Examples of incidents that fall under this category: login or logout notifications, failed login notifications, application or system update notification, and application or system error message.
- (v) **Informational** – This category of incident shows no impact to the Customer. This is only informational alerts to track activity. Examples of incidents that fall under this category: false positives, approved scanning vendors, and test alerts.

The severity level of each incident is determined by the SilverSky based on the nature of the incident identified. Customer may indicate to us that an identified incident is of a lower priority if you are not vulnerable to such attack.

2.2 INCIDENT SEVERITY RESPONSE TIMES

- (i) **Critical/High Alerts** - Response within 10 minutes upon identification of incident and a Tier 1 credit if missed; Tier 1 credit is defined in Section 5 below.
- (ii) **Medium/Low Alerts** - Response within 24 hours upon identification of incident and a Tier 2 credit if missed; Tier 2 credit is defined in Section 5 below.

3. **SERVICE AVAILABILITY GUARANTEE.** Our commitment is to have the Lightning MDR Services, including the Lightning Platform and its interface, available 99.5% of the time and as set forth below. At your request, we will calculate the number of minutes the Service(s) was not available to you in a calendar month ("Service Unavailability"). Failure to meet the service level described in this Section will entitle you to receive a Tier 1 credit.

4. **MAINTENANCE.** We reserve the following weekly maintenance windows during which you may experience periodic service outages:
 - (i) Tuesday and Thursday (12 AM – 2 AM ET)
 - (ii) Saturday (12 AM – 5 AM ET)

In the event we must perform maintenance during a time other than the service windows provided above, we will provide notification prior to performing the maintenance.



5. CREDIT REQUEST AND PAYMENT PROCEDURES. For failures to meet service levels herein in a calendar month, you will be entitled to receive a credit as specified below:

- (i) **Tier 1.** Equal to twice the prorated portion of the monthly fee for the affected service, or
- (ii) **Tier 2.** Equal to the prorated portion of the monthly fee for the affected service;

provided however that a breach of this SLA due to Exceptions described below will not qualify for such credits.

To receive a credit under this SLA, you must be current with your payments at the time Service Unavailability occurred. In addition, all credit requests must be submitted in writing, either through our ticketing system, via email or fax, or by certified U.S. mail, postage prepaid. You must submit each request for credit within seven (7) days of the occurrence giving rise to the credit claim. The total credit amount we will pay to you in any calendar month will not exceed, in the aggregate, half of the total fees invoiced to you for the Services for which a claim is made in the applicable month. (Credits are exclusive of any applicable taxes charged to you or collected by us.)

6. EXCEPTIONS. You will not receive any credits under this SLA in connection with any failure or deficiency of the Lightning MDR Services or a failure to meet service level caused by or associated with any of the following:

- (i) Maintenance, as defined above;
- (ii) Fiber cuts or other such issues related to telephone company circuits or local ISP outside of our control;
- (iii) Your applications, equipment, or facilities;
- (iv) You or any of your end-user's acts or omissions;
- (v) Reasons of Force Majeure as defined in the Terms and Conditions associated with this MSA;
- (vi) Any act or omission on the part of any third party, not reasonably within our control;
- (vii) First month of service for the specific Services for which a credit is claimed;
- (viii) DNS issues outside our direct control;
- (ix) Broadband connectivity.

7. FAIR USAGE THRESHOLD FOR DATA INGESTION². SilverSky maintains a fair usage policy to ensure the availability and sustainability of the Service. Failure to adhere to the fair usage policy will result first in a notification to you and then, if you fail to take remedial action, suspension of this SLA until such time as the usage level associated with the corresponding data sources falls below a reasonable, standard threshold.

8. EQUIPMENT. When applicable, equipment provided to you by us ("**SilverSky Equipment**") is for your use only during the Term of this Attachment. We will service the SilverSky Equipment in accordance with our service policies. You agree to (i) use SilverSky Equipment only for the purpose of receiving Services; (ii) prevent any connections to SilverSky Equipment not expressly authorized by us; (iii) prevent tampering, alteration or repair of SilverSky Equipment by any persons other than us or our authorized personnel; and (iv) assume complete responsibility for improper use, damage to or loss of such SilverSky Equipment regardless of cause. You will pay us for any damaged or unrecoverable SilverSky Equipment. You authorize us and our authorized agents, contractors, representatives and vendors to enter your premises, with reasonable notice, during normal business hours (or as otherwise authorized by you), to install, maintain, repair and/or remove any SilverSky Equipment and/or to perform the Services. You must return SilverSky Equipment, at your expense, within 14 days after this Attachment terminates or expires. SilverSky Equipment must be returned in the same condition in which it was provided to you, except for normal wear and tear. If you fail to do so, billing for Services will resume and continue until all SilverSky Equipment is returned. Equipment for Services delivered through us is maintained in a lockdown configuration that does not allow customer administrative access.

9. Additional Disclaimers. We do not guarantee a continuous, uninterrupted, virus-free, malware-free, intrusion-free, or continuously secure Customer network or network environment, and we are not liable if you or your end users are unable to access your network at any specific time. Additionally, we do not guarantee that we will be able to replace any of your information, content, or other data that may be lost, damaged, or stolen resulting from use of the Services.

² FUT to be calculated based upon the agreed upon data sources to be ingested and listed as per Footnote 1 above.



Exhibit 1: SentinelOne Specific Ransomware Warranty for Lightning MDR/MEPP

1. **Ransomware Warranty.** During the Ransomware Warranty Agreement, so long as the Customer also subscribes to the Services in compliance with this MSA, the Customer's Endpoints will be protected by the Services which will screen for any Ransomware. The Ransomware Warranty granted herein shall apply to all such Endpoints provided that:

(a) The Services are deployed in the Endpoints in accordance with the Documentation and such Endpoints are currently active and properly configured;

(b) Only Files that are on Endpoints are covered under this Ransomware Warranty;

(c) All Endpoints of the Customer have the following required configurations:

(i) Services:

- Policy mode options are set to Threats: Protect and Suspicious: Protect.
- All Engines are set to ON.
- Cloud Connectivity is not disabled.
- Anti-Tamper is turned ON
- Snapshots are turned ON
- Scan New Agents is turned ON
- The latest General Availability (GA) version (or GA with a critical security Service Pack (SP), if issued) or the GA (or GA with a critical SP, if issued) version immediately preceding such latest GA version, of the SentinelOne Windows Endpoint Agent (as specified in the SentinelOne Knowledge Base "Latest Information" article) is deployed prior to the time of Ransomware infection.
- There are no Pending Actions (such as Reboot) listed on any covered Endpoint.
- A supported version of the Management Console is deployed.
- Exclusions specified in the SentinelOne Knowledge Base "Not Recommended Exclusions" article, are not deployed in the Management Console or Agent.

(ii) Operating system:

- The Ransomware Warranty applies to Standard (not Legacy) Windows Agents, and on supported versions of Microsoft Windows (as specified in the SentinelOne Knowledge Base "System Requirements" article).
- Each endpoint is malware-free prior to SentinelOne Windows Agent installation.
- OS is fully updated and patched on each covered Endpoint, and all compromised applications are updated to latest releases.
- VSS (Volume Shadow Copy Service) is enabled and functioning on all Windows endpoints. VSS Disk Space Usage allocation must be configured with at least 10% on all disks.

(d) The Customer adheres to the following manual actions post infection (i.e. discovery of Ransomware):

- Immediately adds the specific Ransomware threat to blacklist;
 - In case the Ransomware was not blocked but only detected – takes a remediation and rollback action within 1 hour of infection/discovery of the Ransomware; and
 - Notifies SentinelOne of the Ransomware discovery within 24 hours at Ransomware.Warranty@sentinelone.com.
- this Section 1(d) shall not apply if the Customer is subscribed to the Vigilance Response service during the Ransomware Warranty Agreement.

2. **Scope of the Ransomware Warranty.** Subject to the terms of this Ransomware Warranty Addendum, including the specific requirements of Section 1 above, in case of a successful ransomware attack on Customer Endpoints covered by the Ransomware Warranty, as shown in SentinelOne's logs and other records, SentinelOne will pay as sole and exclusive remedy to the Customer actual damages caused by such attack, capped at \$1,000 USD per Endpoint affected by a Breach, and further capped at \$1,000,000 USD for every consecutive 12 months in which Customer subscribes to the Services with respect to the affected Endpoint. For the avoidance of doubt, the recovery amount set forth herein is limited to 1,000 Endpoints for each applicable 12-month period.

3. **Condition Precedent to Ransomware Warranty Payment.** SentinelOne shall only provide the remedy for the Breach of the Ransomware Warranty as described above if (i) the Ransomware attack has occurred, is discovered by the Customer and reported to SentinelOne during the Ransomware Warranty Agreement and Customer's subscription to the Services under the Agreements; (ii) Customer's Endpoints and the Services are configured in accordance with the Documentation and Section 1 above; (iii) the Customer demands in writing to recover for damages caused by the Breach; and (iv) sufficient evidence is provided by Customer supporting the Ransom demand amount for



each Ransomware infection covered by this Ransomware Warranty.

4. **Exclusions:** The Ransomware Warranty shall not apply to a breach caused primarily by (i) any deployment, configuration and/or use of the Services (or a portion thereof), for any or no reason, in a manner inconsistent with the Documentation or the requirements of Section 1 herein; (ii) Customer's negligence or misconduct; or (iii) other products and/or services which directly or indirectly cause the malfunction or non-performance of the Services with respect to the subject Ransomware.

5. **Sole and Exclusive Remedy.** The aforementioned remedy for the Breach shall be the Customer's sole and exclusive remedy and the entire liability of SentinelOne for any Breach of the Ransomware Warranty.

6. **Definitions.** The capitalized terms below shall have the following meaning:

(a) **"Breach"** means the unauthorized access to at least one Customer Endpoint in the form of Ransomware which has caused material harm to the Customer, whereby "material harm" must include at least one of the following: (i) the unauthorized acquisition of unencrypted digital data that compromises the security, confidentiality, or integrity of personal information or confidential information maintained by the Customer; (ii) public disclosure of personal information or confidential information maintained by the Customer; or (iii) the compromise of at least one Customer Endpoint resulting in the blocking of access to such Endpoint.

(b) **"Ransomware"** means a malware software program that infects Customer's systems from external sources (i.e., in the wild), which installs, persists and encrypts a large portion of files at the operating system level, and continuing to demand payment (the "Ransom") in order to decrypt the encrypted files. For clarification, Ransomware does not include any malware introduced by the Customer or any third party to Customer's internal systems, whether intentionally (i.e., malware testing) or through a breach in the system's security.

(c) **"Endpoints"** shall mean any computing device with a Microsoft Windows operating system, that has the Services installed per the Documentation under valid Agreements among SilverSky and the Customer.

7. **Other Agreements and Conditions.** Any other terms and conditions of the Agreements shall be unaffected by this Ransomware Warranty, except as expressly stated in the Agreement. In case of any conflict between the terms of this Ransomware Warranty and the terms and conditions within the Agreement relating to the Ransomware Warranty, the terms and conditions within this Ransomware Warranty shall prevail.

8. **Miscellaneous.** This Ransomware Warranty represents the complete agreement between the parties concerning the Ransomware Warranty granted hereunder and supersedes any and all prior agreements or representations between the parties. SentinelOne may revise the terms of this Ransomware Warranty from time to time in its reasonable discretion, provided that such revisions shall not reduce or eliminate the monetary remedy described in Section 2 herein. To the extent that SentinelOne pays to the Customer under the Ransomware Warranty, Customer agrees that SentinelOne shall acquire a subrogation right to assert a claim against the hacker who delivered the Ransomware to Customer and caused damages for which SentinelOne incurred Ransomware Warranty costs, and Customer further agrees to assist SentinelOne should it decide to assert a claim against such hacker. If any provision of this Ransomware Warranty is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable.



General Terms and Conditions

These General Terms and Conditions which are a part of the Master Services Agreement (“MSA”) between SilverSky Inc. (“SilverSky” and also referred to as “we”, “us”, or “our”) and the customer, on behalf of itself and those of its Affiliates who receive Services (collectively “Customer”, and also collectively referred to as “you” and “your”). These General Terms and Conditions are a part of the associated MSA; for purposes of the MSA and these General Terms and Conditions, “Affiliate” means any entity that a party directly or indirectly controls, is controlled by, or is under common control with, and “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ability to exercise voting power, by contract or otherwise.

1. Term and Termination.

- 1.1 **MSA Term.** The associated MSA and these General Terms and Conditions will continue in effect for as long as any Statement of Work remains in effect unless earlier terminated as provided below.
- 1.2 **Statement of Work Term.** The term of each Statement of Work (as defined herein) will begin on the date set forth in the Statement of Work and continue for the term set forth in such Statement of Work unless earlier terminated as provided below.
- 1.3 **Order of Precedence.** These General Terms and Conditions, the associated MSA, any Statements of Work, Service Level Agreements, the Term and Pricing Sheet and other associated Appendices and Attachment documents are collectively referred to as (the “Agreement”) and are incorporated by reference and constitute the entire agreement between us and you. The documents listed in this paragraph shall be hereinafter referred to as the “Contract Documents” or “Agreement”. In the event of a conflict between the Contract Documents, the controlling document shall be the Term and Pricing Sheet, the Statement of Work and the Service Level Agreement, then the MSA, then the General Terms and Conditions. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.
- 1.4 **Services.** During the term of this Agreement, we agree to provide professional services and/or managed analytics security services on a subscription basis, referred to hereafter as the “Services” and as further defined in the Statement of Work and associated attachments (the “Services”) and incorporated for reference. All Statements of Work are subject to the terms and conditions of this Agreement and will include the following: (i) the particular Service(s) being purchased; (ii) the term of the Service(s) (confirmation of the term of the Service(s) being purchased); (iii) the compensation and billing method for the Services; and (iv) any other applicable information agreed to by the parties.
- 1.5 **Work on Customer Premises.** If and to the extent that the implementation, performance or delivery of the Services require us to be present at the your premises, then, upon receiving travel approval from you and subject to adherence to our travel reimbursement policy, or other travel reimbursement guidelines set forth in the Statement of Work, you shall reimburse us for all pre-approved, reasonable and actual out-of-pocket travel expenses, including, but not limited to, hotel, airfare and meals, incurred in connection with the implementation, performance or delivery of the Services.
- 1.6 **Termination**
 - A. **For Breach.** Either party may terminate any Statement of Work, in whole or in part, if the other party materially breaches a term of this Agreement, and, if the breach is remediable, the breach continues for 30 days after written notice of the breach. Termination of a single Statement of Work under this Section will not be deemed a termination of any other Statement of Work, unless otherwise specified by us.
 - B. **Termination for Insolvency.** Each party may terminate this Agreement effective immediately upon written notice, should the other party (i) make a general assignment for the benefit of creditors; (ii) institute proceedings, or have proceedings instituted against it, seeking relief or reorganization under any laws relating to bankruptcy or insolvency; or (iii) have a court of competent jurisdiction appoint a receiver, liquidator, or trustee over all or substantially all of such party's property, or provide for the liquidation of such party's property or business affairs.
 - C. **Effect of Termination.** If any Statement of Work or any part of this Agreement is terminated or expires, then the following sections of these General Terms and Conditions: Sections 2 (Payment Terms), 3 (Warranties), 4 (Limitation of Liability), 5 (Indemnity), 6 (Confidentiality), 7 (Intellectual Property), 8 (Compliance with Export Control and Anti-Corruption Laws) and 9 (General Provisions), and the obligation to pay any undisputed unpaid fees owed will survive such termination. In addition to the foregoing, any pre-paid but unused fees shall be refunded to Customer and any of Your Data (as defined below) shall be returned to Customer, both within five (5) days of the effective date of termination or expiration of any part of this Agreement.



2. Payment Terms.

- 2.1 Pricing.** You agree to pay any undisputed fees for the Services that you order at the prices set forth in the applicable Statement of Work ("Fees"). All Statements of Work are non-cancelable and non-refundable, except for any pro-rata prepaid fees when the other party has an uncured material breach.
- 2.2 Invoicing.** Payment terms are subject to credit approval. All Fees are exclusive of all sales, use, excise, value added, withholding and other taxes, and all customs duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the Services which shall be invoiced to and paid by you. You will provide tax exemption certificates or direct-pay letters to us on or before the Statement of Work Effective Date, as applicable. We will invoice you for the Fees in advance, arrears, annually, monthly, or periodically during our performance of the Services according to the Statement of Work. You will pay us undisputed amounts invoiced net 30 days. Undisputed and unpaid balances may accrue interest at the rate of the lesser of one and one-half percent (1 ½%) per month or the then-highest rate permissible under applicable law. You will make full payment in U.S. dollars (\$), unless a different currency is specified in the Statement of Work. If any amount owing by you for Services is 30 or more days overdue, we may, without limiting our other rights and remedies, accelerate your unpaid Fee obligations so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full. We will give you at least 10 days' prior notice that your account is overdue, in accordance with Section 9.3, before suspending services to you. Notwithstanding anything herein to the contrary, you shall be permitted to dispute any invoice, or a portion thereof, in good faith, which good faith dispute shall not be deemed a breach of this Agreement or subject you to any penalties hereunder.
- 2.3 Disputed Fees.** You may withhold payment of particular fees that you dispute in good faith ("Disputed Fees") only, if you provide written notification ("Dispute Notice") of such Disputed Fees to us along with payment of any undisputed portion of such fees within 30 days of receipt of the invoice containing the Disputed Fees. The Dispute Notice must set forth the justification for such dispute in sufficient detail to allow us to investigate the Disputed Fees. Upon our receipt of the Dispute Notice, the parties will immediately negotiate in good faith to resolve the issue that is the subject of the Dispute Notice. We will not exercise our rights under Section 2.2 if you are disputing the applicable Fees reasonably and in good faith and are cooperating diligently to resolve the dispute.
- 2.4 Rate Schedule.** All rates, fees, and related pricing for agreed upon Services will be captured in the relevant Service Order Term and Pricing Sheet. Renewal rates and terms will be listed on the Service Order; however, in the absence of such, all Services automatically renew for a period equal to the Initial Term and the corresponding fees and related pricing will be set at the then prevalent rate.

3. Warranties.

- 3.1 Our Warranty and Disclaimer.** We warrant to you that we will perform our duties under this Agreement in a diligent and businesslike manner, consistent with industry standards and in compliance with all applicable laws, rules and regulations. In addition, we warrant and covenant that each of our employees and agents assigned to perform work hereunder shall have the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be so performed. **EXCEPT AS MAY BE SET FORTH HEREIN OR IN A STATEMENT OF WORK, WE PROVIDE THE SERVICES "AS IS." WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.**
- 3.2 Third-Party Products.** You acknowledge and agree that unaffiliated third parties may provide certain software, products and services subject to their standard terms and conditions ("Standard Terms") as a part of our Services. To the extent applicable and permissible, we shall pass through to you all available warranties in respect of any third-party software, products and services used in the Services under the Standard Terms of such third parties. We make no representations and warranties with respect to any third-party software, products and services used in the Services.
- 3.3 Remedy.** If notified in writing of a valid warranty claim under Section 3, we will, at our option, but with your input, (i) correct the non-conforming Service so that it materially complies with the specifications; (ii) provide a replacement with substantially equivalent functionality; or (iii) terminate the Agreement and refund a pro-rata portion of the prepaid fee based on the number of months remaining in the Initial Term or Renewal Term as of the date that you provided written notice of the warranty claim under Section 3. This Section states our entire liability and your sole and exclusive remedy for breach of warranty under Section 3.
- 3.4 Your Warranty.** You warrant that where you have disclosed to us electronic data and information submitted by or collected and processed by or for you using the Services ("Your Data") you have obtained the prior consent of all relevant third party individuals for us and our authorized agents, contractors, representatives and vendors to collect, use and disclose Your Data for all purposes relevant to this Agreement and the Services, in accordance with any applicable laws, regulations and/or guidelines. You further warrant that you have and shall maintain all



appropriate consents, permissions and/or licenses (including from all relevant third parties) to enable us to perform the Services.

- 3.5 We may provide you with access and use of our customer proprietary portal (the “Portal”), as necessary for you to receive the Services and the applicable written directions and/or policies relating to the Services, which may be in paper or electronic format (the “Documentation”), and our provided Equipment or a combination thereof, as necessary for you to receive the Services and access the Portal. We grant You a limited, nontransferable, royalty-free and nonexclusive license to access and use, during the term of the Services only, the Services delivered to You, subject to the restrictions set forth below.
- 3.6 You, when applicable, will: (i) use the Services for your internal security purposes, (ii) be responsible for designating/authorizing customer users and (iii) will not, for itself, or any third party: (a) sell, rent, license, assign, distribute, or transfer any of the Services (other than to an Affiliate); (b) decipher, decompile, disassemble, reconstruct, translate, reverse engineer, or discover any source code of the software utilized by the Services; (c) copy any Software or Documentation, except that you may make a reasonable number of copies of the Documentation for your internal use (provided Customer reproduces on such copies all proprietary notices); or (d) remove from any software, Documentation or Equipment any language or designation indicating the confidential nature thereof or the proprietary rights of ours or your suppliers. In addition, you will not, and will not permit unaffiliated third parties to, (i) use the Services on a time-sharing, outsourcing, service bureau, hosting, application service provider or managed service provider basis; (ii) alter any aspect of any Services or Equipment; or (iii) assign, transfer, distribute, or otherwise provide access to any of the Services to any unaffiliated third party or otherwise use any Services with or for the benefit of any unaffiliated third party.

4. Limitation of Liability.

- 4.1 EXCEPT FOR AMOUNTS RELATED TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, ARISING OR RESULTING FROM, AND ONLY TO THE EXTENT OF A VIOLATION OF HIPAA, THE HITECH ACT OR HIPAA REGULATIONS BY THE BAA OR ITS EMPLOYEES OR AGENTS (WHEN APPLICABLE), NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LIABILITIES, (INCLUDING LOST PROFITS, LOSS OF REVENUE, GOODWILL, REPUTATION OR SAVINGS, LOSS OR UNAVAILABILITY OF DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHETHER CLAIMED AS BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. EXCEPT FOR AMOUNTS RELATED TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, EACH PARTY'S LIABILITY TO THE OTHER FOR ANY LOSS OR DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT HOWSOEVER CAUSED OR ARISING WHETHER AS BREACH, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE IS IN EACH CASE LIMITED, IN RESPECT OF ANY ONE INCIDENT OR SERIES OF INCIDENTS ARISING OUT OF ONE CAUSE, TO 100% OF ALL FEES PAID UNDER THIS AGREEMENT IN THE LAST 12 MONTHS. THE LIMITATIONS AND EXCLUSIONS CONTAINED HEREIN WILL APPLY ONLY TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND NOTHING HEREIN PURPORTS TO LIMIT EITHER PARTY'S LIABILITY IN A MANNER THAT WOULD BE UNENFORCEABLE OR VOID AS AGAINST PUBLIC POLICY IN THE APPLICABLE JURISDICTION.

5. Indemnity.

- 5.1 **Your Indemnification.** You will defend us against any claim, demand, suit or proceeding made or brought against us by a third party alleging that Your Data or your use of any Service in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a “Claim Against Us”) and will indemnify us from any damages, attorney fees and costs finally awarded against us as a result of, or for any amounts paid by us under a court-approved settlement of a Claim Against Us.
- 5.2 **Our Indemnification.** We will defend you against any claim, demand, suit or proceeding made or brought against you by a third party alleging that your use of any Service provided under this Agreement infringes or misappropriates such third party's intellectual property rights (a “Claim Against You”) and will indemnify you from any damages, attorney fees and costs finally awarded against you as a result of, or for any amounts paid by you under a court-approved settlement of a Claim Against You. We will have no indemnification obligation with respect to any action to the extent arising out of: (i) the use of any Services or any part thereof, in combination with software or other products not supplied by us; (ii) any modification of the Services not performed or expressly authorized by us; or (iii) the use of any of the Services other than in accordance with this Agreement. If any Service is held to infringe and its use is enjoined, we will, at our option and expense, (i) obtain the right to continue providing that Service consistent with the terms of this Agreement and the applicable Statement of Work, (ii) replace or modify that Service so that it no longer infringes, or (iii) grant you a credit for the Service that you have not received.
- 5.3 **Indemnification Conditions.** In each case, as a condition to the right to receive indemnification for a claim, the indemnified party will (i) give the indemnifying party prompt notice of the claim; (ii) cooperate with the indemnifying party, at the indemnifying party's expense, in the defense of the claim; and (iii) give the indemnifying party the right to control the defense and settlement of the claim. This Section 5 is the sole remedy against claims of infringement.



6. Confidentiality.

- 6.1 Confidential Information.** “Confidential Information” means non-public information that is disclosed by either party, or to which either party has access, that the receiving party knows or should reasonably be expected to know is confidential information of the other party.
- 6.2 Recipient Obligations.** A party receiving Confidential Information will (i) restrict the use of the Confidential Information to those purposes necessary for the performance of the receiving party's obligations and the exercise of the receiving party's rights under this Agreement, and (ii) during the term of this Agreement and thereafter, safeguard against disclosure of the Confidential Information to third parties using the same degree of care to prevent disclosure as it uses to protect its own information of like importance, but at least reasonable care. All proprietary and copyright notices in the original must be affixed to copies or partial copies of Confidential Information made by a receiving party. Each party must provide the other with notice of any governmental, judicial or administrative order or proceeding to compel the disclosure of Confidential Information received under this Agreement, as promptly as the circumstances of such order or proceeding reasonably permit. Nothing herein shall preclude either party from disclosing Confidential Information to any of its directors, employees, consultants, professional advisers or subcontractors to the extent that such disclosure is reasonably necessary for the purposes of this Agreement or the performance of the Services.
- 6.3 Safeguards.** In order to protect Your Data, we have in place and agree to maintain commercially reasonable administrative, physical and technical safeguards which are designed to protect (i) against anticipated threats to the security of such information, and (ii) against unauthorized access to or use of such information.
- 6.4 Notification.** We will notify you promptly (as soon as practical) of any third-party unauthorized access to Your Data. Such notice will include information about the extent and scope of the unauthorized access to the extent such information is reasonably available to us.
- 6.5 Annual Data Security Assessments.** We will annually engage independent third parties to perform information security assessments of our processing environment maintained by us to process Your Data in connection with the Services.
- 6.6 Exceptions.** Neither party will be obligated to maintain any information in confidence or refrain from use if (i) the information was in the receiving party's possession or was known to it prior to its receipt from the disclosing party, (ii) the information is independently developed by the receiving party without the utilization of Confidential Information of the disclosing party, (iii) the information is or becomes public knowledge without fault of the receiving party or (iv) it is required by applicable law. Nothing contained in this Agreement will require the alteration, deletion or destruction of back-up media made in the ordinary course of business, *provided however*; that in each instance each party will maintain the confidentiality of Confidential Information in accordance with the terms of this Agreement.

7. Intellectual Property.

- 7.1. Ownership of Intellectual Property in the Services and Deliverables; Reservation of Rights.** All right, title and interest in and to all copyrights, trademarks, trade secrets, patents, mask works, deliverables, and all other intellectual property embodied in the Services and any documentation produced by us in connection with the Services, including but not limited to written reports, user manuals, training materials and any improvements thereto or goodwill associated therewith (“Deliverables”) are retained by us or our licensors. Subject to this Agreement and for the duration of its term, we grant you a non-exclusive, nontransferable, right and license to (i) use and access the Services for internal business purposes and (ii) use, display and reproduce the Deliverables for your internal business purposes. Your Data and any work product generated as part of use of the Services shall be exclusively owned by You and shall be deemed works “made for hire.” This does not apply to the Services themselves.
- 7.2 License to Host Your Data.** You grant us a limited-term license to host, copy, transmit and display Your Data as necessary for us to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, we acquire no right, title or interest from you or your licensors under this Agreement in or to Your Data.
- 7.3 Restrictions.** You will not (and will not allow any third party to): (i) except to the extent applicable law expressly gives you permission to do so, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Services (except to the limited extent that applicable law prohibits reverse engineering restrictions); (ii) provide, lease, lend, disclose, use for timesharing or service bureau purposes, or otherwise use or allow others to use for the benefit of any third party, any Services (except as expressly and specifically authorized by us in each instance) or (iii) use the Services, including any documentation provided by us, in connection with the development of products or services that compete with the Services.



7.4 Customer Reports. You shall own right, title and interest in and to any written summaries, reports, analyses, and findings or other information or documentation prepared uniquely and exclusively for Customer in connection with the Services and as specified in the Service Statement of Work (the "Customer Reports").

8. Compliance with Export Control and Anti-Corruption Laws.

8.1 Export Control Laws. You acknowledge and agree that Services may be subject to restrictions and controls imposed by the United States Export Administration Act, the regulations thereunder and similar laws in other jurisdictions. You agree to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Specifically, you covenant that you shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Services or technology (including products derived from or based on such technology) received from us to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. You further agree to not transfer to or through the Services any data, materials or other items controlled for export under ITAR, EAR or other applicable regulations (collectively, "Controlled Data") unless you have prior written authorization to do so from competent government authorities to transfer such Controlled Data to us and have provided such authorization and signed an amendment to this Agreement authorizing the transfer of Controlled Data to us.

8.2 Anticorruption Laws. Each party acknowledges that it is familiar with and understands the provisions of the U.S. Foreign Corrupt Practices Act ("the FCPA") and agrees to comply with their terms as well as any provisions of local law related thereto. Each party further understands the provisions relating to the FCPA prohibitions regarding the payment or giving of anything of value, including but not limited to payments, gifts, travel, entertainment and meals, either directly or indirectly, to an official of a foreign government or political party for the purpose of influencing an act or decision in his or her official capacity or inducing the official to use his or her party's influence with that government, to obtain or retain business involving the Services. Each party agrees to not violate or knowingly let anyone violate the FCPA, and each party agrees that no payment it makes will constitute a bribe, influence payment, kickback, rebate, or other payment that violates the FCPA or any other applicable anticorruption or anti-bribery law.

9. General.

9.1 Arbitration. All controversies and claims arising out of or relating to this contract, or the breach thereof, will be settled by arbitration in Delaware administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration will be conducted in the English language. Judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

9.2 Governing Law. This Agreement will be governed in all respects by the laws of the State of Delaware exclusive of any choice of law principle that would require application of a law of a different jurisdiction, and the laws of the United States of America. The parties exclude the application of the UN Convention on the International Sale of Goods.

9.3 Notices. All notices hereunder will be given to the appropriate party and department at the address specified in the cover page of the associated MSA or at such other address as the party will specify in writing under the terms herein. Notice will be deemed given: upon personal delivery; if sent by email or fax, upon confirmation of receipt; or if sent by certified U.S. mail, postage prepaid, three (3) days after the date of mailing.

9.4 Assignment. Except for an assignment to an Affiliate, neither party may assign this Agreement or any rights or obligations thereunder, in whole or in part, without prior written consent of the other party, which will not be unreasonably withheld and any such assignment or transfer shall be null and void. This Agreement and each Statement of Work shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

9.5 Force Majeure. Each party acknowledges that the provision of Services might be affected by factors outside of a party's control. Neither party will be liable for any breach of this Agreement, for any delay or failure of performance resulting from any cause beyond its reasonable control, including but not limited to the weather, civil disturbances, acts of civil or military authorities, change of law or regulation, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or acts of God. If any force majeure event shall continue for more than 60 days from the date of notice of the force majeure event to the other party, then the other party shall be entitled to serve notice to terminate this Agreement without any further liability hereunder.



- 9.6 Entire Agreement.** This Agreement, including any Statements of Work, sets forth the entire understanding and fully integrated agreement between you and us with respect to the subject matter contained therein, and supersedes all prior agreements between us with respect to the subject matter herein, including but not limited to any non-disclosure agreement.
- 9.7 Counterparts.** This Agreement and each Statement of Work may be executed in multiple counterparts, each of which will be deemed to be an original. A facsimile or electronic signature will have the same force and effect as the original signature counterpart. Only a writing signed by both parties may change the terms of this Agreement or any Statement of Work.
- 9.8 Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 9.9 Waiver.** The waiver of a breach of any provision of this Agreement or any Statement of Work will not operate or be interpreted as a waiver of any continuing or subsequent breach.
- 9.10 References and Publicity.** Neither party shall use the name, or logo of the other party in any marketing materials without the other party's prior written consent.



Pricing Proposal
Quotation #: 22905684
Reference #: 12/28/2022
Created On: 12/28/2022
Valid Until: 2/10/2023

NY-City of Glen Cove

Rob Gillis

9 Glen Street
Glen Cove, NY 11542
United States
Phone: 516-320-7838
Fax:
Email: rgillis@glencoveny.gov

Inside Account Executive

Robert O'Grady

290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-667-2786
Fax:
Email: robert_ogrady@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	SilverSky MDR SMB Server License 10 - 250 SilverSky - Part#: S-200-3032 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Participant ID# 32290	9	\$0.00	\$75.37	\$678.33
2	SilverSky MEPP SMB License 10 - 250 SilverSky - Part#: S-200-3034 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Participant ID# 32290	225	\$0.00	\$62.44	\$14,049.00
3	SilverSky MDR SMB User License 10 - 250 SilverSky - Part#: S-200-3056 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Participant ID# 32290	225	\$0.00	\$75.37	\$16,958.25
4	SilverSky MDR SMB Office 365 License 10 - 250 SilverSky - Part#: S-200-3058 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Participant ID# 32290	225	\$0.00	\$18.74	\$4,216.50
5	SilverSky MEPP SMB License 10 - 250 Install fee SilverSky - Part#: I-200-3034 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Participant ID# 32290	1	\$0.00	\$1,170.68	\$1,170.68
6	SilverSky MDR SMB User License 10 - 250 Install fee SilverSky - Part#: I-200-3056 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Participant ID# 32290	1	\$0.00	\$1,413.22	\$1,413.22

7	SilverSky MDR SMB Server License 10 - 250 Install fee SilverSky - Part#: I-200-3057 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Participant ID# 32290	1	\$0.00	\$56.53	\$56.53
8	SilverSky MDR SMB Office 365 License 10 - 250 Install Fee SilverSky - Part#: I-200-3058 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Participant ID# 32290	1	\$0.00	\$351.45	\$351.45
				Total	\$38,893.96

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



SILVERSKY™
Change the Rules of Engagement

Contract Number: 2022-12 083

SERVICES ORDER FORM

COVER PAGE

Customer Legal Name:	SilverSky Inc.
Name: City of Glen Cove Entity Type: State of Formation: NY	SilverSky Inc. a Delaware corporation
Customer Address:	SilverSky Address:
Address: 9 Glen Street City, State, Zip: Glen Cove New York, 11542 Fax:	3015 Carrington Mill Boulevard Suite 400 Morrisville, NC 27560
Customer Business Contact:	
Name: Robert Gillis Phone: (516) 676-2000 Email: rgillis@glencoveny.gov	
Customer Billing Contact:	
Name: Phone: Email:	
Notices Attn: Accounts Payable	Notices Attn: Legal Department

This Order is between SilverSky Inc. ("SilverSky" and also referred to as "we", "us", or "our") and the customer named above, on behalf of itself and those of its Affiliates who receive Services (collectively "Customer", and also collectively referred to as "you" and "your"). For purposes of this Order, "Affiliate" means any entity that a party directly or indirectly controls, is controlled by, or is under common control with, and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ability to exercise voting power, by contract or otherwise.

This Services Order Form consists of this Cover Page and the attached Term and Pricing page. This Order is one component of the Master Services Agreement (MSA) between SilverSky and you. The other components of the MSA are the General Terms and Conditions, and all relevant Service Descriptions ("Services") as set forth on the SilverSky website (www.silversky.com), and any other ordering documents that may be signed or submitted to SilverSky by Customer and approved by SilverSky. All Services provided under this MSA will be governed by the terms and conditions of this MSA. In the event of a conflict between the General Terms and Conditions and any terms specified in the Service Description, the terms included in the Service Description shall take precedence.

This MSA and all components is effective on the date specified below as the "Effective Date". By signing and delivering this Services Order Form, you represent and warrant to SilverSky that you have read the terms and conditions set forth at <https://www.silversky.com/terms-conditions/> and agrees to such terms and conditions and to be legally bound thereby.

City of Glen Cove:

SilverSky Inc.:

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

"Effective Date": _____



SILVERSKY™
Change the Rules of Engagement

Contract Number: 2022-12 083

TERM AND PRICING:

1. Initial Term:

Commences on the Effective Date and expires on the 36- month anniversary of the Operational Service Date. The "Operational Service Date" means the date all of the Services listed in the fee schedule below are deployed or 45 days from the Effective Date, whichever date is earlier.

2. Fees:

You agree to pay the fees stated below for each Service. SilverSky's standard billing terms call for annual billing; as such, you will be billed for the first full year of service as of the Operational Service Date and any additional years included within the term of this agreement will be billed at each respective anniversary date of the Operational Service Date. In the event You increase the quantity of services purchased, SilverSky will bill for any incremental fees associated with a change in quantities on a monthly basis, beginning in the month of the quantity change and through the end of the Initial Term. Note: All quantities purchased will be confirmed prior to each renewal data, if applicable.

3. Installation Fees:

Any applicable pre-deployment installation and set-up fees that we invoice prior to the Launch Date must be paid in full before we will deploy Lightning Managed Detection and Response Services.

4. Renewal Term:

The Services listed below will automatically renew for a period equal to the initial term listed above with the exception of one-time Consulting services. The fee schedule hereon will be subject to annual pricing adjustments; however, such pricing adjustments may not exceed 5%, on an annualized basis, during the initial term, as listed above. *Note:* No later than 120 days prior to your renewal date, SilverSky will request for you to complete a self-attestation document to confirm the quantities of services purchased. SilverSky may adjust the quantities within the Rate and Fee schedule based on the results of this self-attestation.

5. Cancellation Fees:

If the Lightning Managed Detection and Response Services are terminated prior to the end of the Initial Term or any renewal term, for any reason other than our material breach of the MSA, you will pay us a cancellation fee. The cancellation fee will be equal to 100% of your average monthly invoices for the six months prior to the date of termination multiplied by the number of months remaining in the then current term of The Service. The cancellation fee constitutes liquidated damages and is not a penalty. You acknowledge that, the Service are cancelled prior to the completion of the Initial Term or any renewal term, SilverSky's damages will be difficult or impossible to ascertain. Your obligation to pay the cancellation fee is in addition to, and not exclusive of, your obligation to pay all fees accrued and unpaid at the time of termination for any reason.

7. Additional Services (if applicable):

You have agreed to purchase additional, complementary services/SKUs (as included in the rate sheet below) and the description of such ancillary services as set forth on the SilverSky website (www.silversky.com). These services are governed by the terms of the MSA.



SILVERSKY™
Change the Rules of Engagement

Contract Number: 2022-12 083

		Annual Recurring Fees			
<u>Qty</u>	<u>Part Number</u>	<u>Description</u>	<u>Unit MSRP</u>	<u>Unit Sell</u>	<u>Ext Sell</u>
9	S-200-3032	SilverSky MDR SMB Server License 10 - 250	\$115.56	\$68.52	\$616.68
225	S-200-3034	SilverSky MEPP SMB License 10 - 250	\$64.20	\$56.76	\$12,771.00
225	S-200-3056	SilverSky MDR SMB User License 10 - 250	\$115.56	\$68.52	\$15,417.00
225	S-200-3058	SilverSky MDR SMB Office 365 License 10 - 250	\$17.33	\$17.04	\$3,834.00
		<i>Sub-Total for Annual Fees</i>			\$32,638.68

		Installation, Equipment and One-Time Fees			
1	I-200-3034	SilverSky MEPP SMB License 10 - 250 Install fee	\$0.00	\$1,064.25	\$1,064.25
1	I-200-3056	SilverSky MDR SMB User License 10 - 250 Install fee	\$0.00	\$1,284.75	\$1,284.75
1	I-200-3057	SilverSky MDR SMB Server License 10 - 250 Install fee	\$0.00	\$51.39	\$51.39
1	I-200-3058	SilverSky MDR SMB Office 365 License 10 - 250 Install Fee	\$0.00	\$319.50	\$319.50
		<i>Sub-Total for Installation, Equipment and One-Time Fees</i>			\$2,719.89

Note: Component Provisioning Commitments: We have not performed an onsite audit of your infrastructure. If different or additional hardware or software is determined during the deployment process to be necessary, we may assess additional charges so long as said charges do not materially alter Customer's obligations under this MSA, in which case prior approval from You will be obtained.

Pricing excludes taxes and is valid until 2/11/2023



SILVERSKY™
Change the Rules of Engagement

Contract Number: 2022-12 083

Software licenses included in the Services are provided by SilverSky and will be revoked upon expiration or termination of this Services Order.



SILVERSKY™
Change the Rules of Engagement

Contract Number: 2022-12 083

SilverSky Inc.

440 Wheelers Farms Road, Suite 202

Milford, CT 06461

Phone (800) 234-2175

FAX (203) 878-1284

Install Invoice

Date	Invoice #
1/13/2023	

BILL TO:

City of Glen Cove

9 Glen Street

Glen Cove New York, 11542

Attn: Accounts Payable

*** NOTE: Deployment of Services will begin upon receipt**

SKU	Description	Amount
I-200-3034	SilverSky MEPP SMB License 10 - 250 Install fee	\$1,064.25
I-200-3056	SilverSky MDR SMB User License 10 - 250 Install fee	\$1,284.75
I-200-3057	SilverSky MDR SMB Server License 10 - 250 Install fee	\$51.39
I-200-3058	SilverSky MDR SMB Office 365 License 10 - 250 Install Fee	\$319.50
	TOTAL	\$2,719.89



6F

TRANSITION SUPPORT AMENDMENT

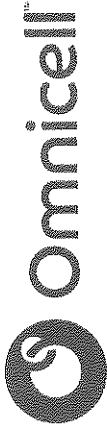
This Transition Support Amendment, dated effective as of Oct 24, 2022 (the "**Amendment Effective Date**"), is between Omniceil, Inc. and its affiliates ("**Omniceil**") and City of Glen Cove Emergency Medical Serv ("**Customer**"), and amends the agreement identified in the Transition Support Pricing Supplement (provided herein as Exhibit A (the "**Transition Support Pricing Supplement**")), and referred to by Customer and Omniceil as Master Agreement ID 202969-01 (inclusive of any amendments, the "**Master Agreement**").

RECITALS

- A. Omniceil has notified Customer that certain Omniceil Products in use by the Customer are at end-of-support as of the date provided in the notice to Customer ("**EOS Date**"); and
- B. Those Omniceil Products named on the Transition Support Pricing Supplement (the "**EOS Product**") may be supported by Omniceil after the EOS Date only as set forth in this Transition Support Amendment; and

NOW, THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which Customer hereby acknowledges, the parties, intending to be legally bound, agree as follows:

- 1. Definitions.** Capitalized terms used but not defined or amended herein have the meaning set forth in the Master Agreement, as amended.
- 2. Revisions to Master Agreement.** Omniceil's maintenance and support obligations, warranties, indemnity obligations, and Customer's payment obligations related to maintenance and support obligations in the Master Agreement, to the extent related to the EOS Product(s), are hereby deleted and any further use of the EOS Product(s) after the EOS Date is at Customer's own risk. For the avoidance of doubt, to the extent Customer has other Omniceil Products which are not EOS Products (the "**Non-EOS Products**"), the terms and conditions related to the Non-EOS Products are not subject to the terms of this Transition Support Amendment.
- 3. Transition Support Obligations.** During the Transition Support Term (as defined below), Omniceil shall use commercially reasonable efforts to source and procure necessary parts or to provide software support and bug fixes at a commercially reasonable cost and shall use commercially reasonable efforts to provide personnel to support the EOS Product(s) ("**Transition Support**"). Customer acknowledges and agrees that the end-of-support stage of the EOS Product(s), supply chain and other sourcing- or staffing-related issues, or Omniceil's internal policy may interfere with or prevent Omniceil's ability to provide Transition Support and such inability to provide Transition Support because of these or items outside Omniceil's reasonable control will not be a breach of this Amendment. Customer acknowledges and agrees it is not entitled to upgrades for an EOS Product pursuant to Transition Support and that any upgrade to an EOS Product would be at Omniceil's sole discretion or pursuant to another agreement between Omniceil and Customer. If the EOS Product is Omniceil software, Omniceil disclaims any Transition Support (including bug fixes) related to a third-party product delivered or used with the EOS Product.
- 4. Transition Support Term.** Omniceil shall provide Transition Support for a period of twelve (12) months from the service effective date set forth in the Transition Support Purchase Order (the "**Transition Support Term**") unless terminated earlier as set forth herein. The Transition Support Term may be extended



upon mutual written consent by both parties. Upon termination or expiration of the Transition Support Term, Omnicell, at its sole option after the EOS Products are no longer in use by Customer, may take possession of the EOS Product(s), de-install and remove the same from Customer's location. If Omnicell elects to possession of the EOS Product(s), Omnicell will provide reasonable prior notice and Customer will reasonably cooperate to effectuate the de-installation, including ensuring the EOS Product is free and clear of any liens, encumbrances, or other security interest and free and clear of drugs (including controlled substances), devices or other medical products which were dispensed or stored by Customer in such EOS Product. Upon Omnicell taking possession of such EOS Product, Customer will have no rights to or claims on such EOS Product; provided nothing in this Amendment relieves Customer of its statutory or patient care responsibilities related to removal of any drugs, devices or other medical products from the EOS Product.

5. Termination

- a. If Omnicell, in its sole, reasonable discretion, determines Transition Support is not commercially reasonable, it may cease Transition Support immediately upon written notice to Customer. Customer shall not be entitled to any refund or credit for fees paid prior to receipt of notice of termination.
- b. Customer may terminate Transition Support for convenience upon thirty (30) days written notice to Omnicell. Such termination is Customer's sole remedy for a breach of this Transition Support Amendment by Omnicell or for any claim arising from or related to Omnicell's Transition Support or the EOS Product(s).

6. **Fees.** Customer agrees to pay to Omnicell the fees for Transition Support set forth in the Transition Support Pricing Supplement within thirty (30) days of receipt the Transition Support Pricing Supplement.

Customer acknowledges and agrees that payment(s) rendered to Omnicell pursuant to this Transition Support Amendment are final; *provided, however*, Omnicell may refund any prepaid monthly fees paid for unused Transition Support if: (a) Omnicell terminates the Transition Support program as an offering; or (b) upon the Acceptance of the installed Delivered Product and receipt of a written request by Customer.

7. **Disclaimer and Waivers.** The parties acknowledge and agree that Omnicell disclaims warranties of all kinds and all liability whatsoever pursuant to this Transition Support Amendment, and Customer hereby waives all claims, whether existing now or after the Amendment Effective Date of this Transition Support Amendment, against Omnicell related to Transition Support, the EOS Product(s), or this Transition Support Amendment. This includes any claim against Omnicell for its inability to provide Transition Support after exercising commercially reasonable efforts to do so.

8. **General.** The terms of this Transition Support Amendment amend or replace, as applicable, all previous service or support obligations and related terms for the EOS Product(s) in the Master Agreement and shall bind the parties and govern the subject matter hereof as of the Amendment Effective Date. In cases of conflict between the Transition Support Amendment and the Master Agreement, the Transition Support Amendment shall prevail with respect to the subject matter hereto. All other terms of the Master Agreement remain in full force and effect. This Transition Support Amendment may be signed in counterparts, including by use of electronic and digital signature, and each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Executed copies may be delivered through facsimile or other electronic transmission and such copy shall be accepted as an original.



IN WITNESS WHEREOF, the parties have caused this Transition Support Amendment to be executed by their duly authorized representatives on the day and date set forth below.

OMNICELL, INC.

By: 
Kaycee Hamilton (Jan 12, 2023 08:55 CST)

Name: Kaycee Hamilton

Title: Manager, CX Service Renewals

Date: Jan 12, 2023

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A



**Pricing Supplement - Support Services Renewal
Summary By Product**

Master Agreement ID: 202969-01

Contract Note:

Quote: 120802

Ship To: 202969

City of Glen Cove Emergency Medical Serv
10 Glen Cove Avenue
Glen Cove NY 11542
United States

Issued On: Oct 24, 2022

Quote Expires On: Jan 22, 2023

Sold To: 202969

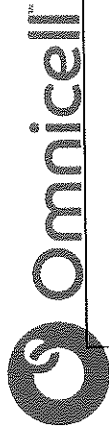
City of Glen Cove Emergency Medical Serv
10 Glen Cove Avenue
Glen Cove NY 11542
United States

Support Services Term: 12 months

Service Effective Dates: Jan 1, 2023 to Dec 31, 2023

Service Level: Transition Support

Products			Monthly Services			
Service Start Date	Product	Description	Qty	Unit Services	Service Term (month)	Service End Date
Jan 1, 2023	MSA-OPT-006	SERVICE-FLEXLOCK WITH TEMP CHECK (50FT)	1.00	\$20.80	12	Dec 31, 2023
Jan 1, 2023	MDA-FRM-003	SERVICE-THREE-CELL RX G4	1.00	\$146.90	12	Dec 31, 2023
Grand Total (USD)			\$2,012.40			



Products		Monthly Services		
<p>To continue your Support Services coverage pursuant to the terms and conditions of the mutually negotiated Master Agreement #202969-01. Complete, sign and send this Support Services Renewal Confirmation, along with a copy of your purchase order (if needed) and Tax Exemption Certificate, to your Service Contract Specialist before your expiration date.</p> <p style="text-align: center;">PLEASE NOTE</p> <p>Support Services Coverage is billed as a Lump Sum invoice. Please note that Omnicell is hereby relying to its detriment upon customer's representation and certification by its submission of this Renewal that the assets listed are currently in service and in use such that if it is found at a later date not to be the case, the customer has therefore forfeited any claim to a refund, reimbursement or credit based upon such overpayment for service upon assets not in service.</p>				



Service Start Date	Product Name	Product Description	Age	Qty	Serial Number	Service End Date
Jan 1, 2023	MSA-OPT-006	FLEXLOCK WITH TEMPCHECK (50FT) INSTL G4	7	1	OFLUNI035287	Dec 31, 2023
Jan 1, 2023	MDA-FRM-003	3-CELL OMNIRX	7	1	114041	Dec 31, 2023



Pricing Supplement - Support Services Renewal Supplement

Master Agreement ID: 202969-01
Quote: 120802

Issued On: Oct 24, 2022
Quote Expires On: Jan 22, 2023

Ship To ID: 202969

Sold To ID: 202969


City of Glen Cove Emergency Medical Serv
10 Glen Cove Avenue
Glen Cove NY 11542
United States

City of Glen Cove Emergency Medical Serv
10 Glen Cove Avenue
Glen Cove NY 11542
United States

Support Services Term: 12 months

Service Effective Dates: Jan 1, 2023 to Dec 31, 2023 **Service Level:** Transition Support

1. The Pricing Supplement is subject to and incorporates by reference all of the terms and conditions as set forth within the Master Agreement identified above.
2. Any terms and conditions on any Purchase Order issued in conjunction with this Pricing Supplement shall be for reference purposes only and shall not become a part of the terms and conditions of this Pricing Supplement.
3. Customer acknowledges that auto-renewal of Support Services will no longer occur, a new service term will require express agreement.
4. Customer acknowledges and agrees that it is Customer's obligation to pay the amounts as set forth on this Pricing Supplement and that such payment obligations are governed by the terms and conditions of the above referenced Master Agreement including all applicable scheduled, attachments and exhibits.
5. The undersigned hereby acknowledges that he/she has the authority to sign this Pricing Supplement and bind the Customer to the terms and conditions of this Pricing Supplement.

OMNICELL INC.	CUSTOMER
Signature:  <small>Kaycee Hamilton Jan 22, 2023 08:53 CST</small>	Signature: _____
Print Name: Kaycee Hamilton	Print Name: _____
Title: Manager, CX Service Renewals	Title: _____
Date: Jan 12, 2023	Date: _____

****Please e-mail all the document pages to**

Administrator: Spencer Lieburn
Email Address: SPENCER.LIEBURN@OMNICELL.COM






City of Glen Cove Emergency Medical Serv Quote 120802 Transition Support 01.01.2023 - 12.31.2023 Rev-1

Final Audit Report

2023-01-12

Created:	2023-01-12
By:	Spencer Lieburn (Spencer.Lieburn@omnicell.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAASI67NxXJTOq4f4Cl_NcXRwillU7M449r

"City of Glen Cove Emergency Medical Serv Quote 120802 Tran sition Support 01.01.2023 - 12.31.2023 Rev-1" History

-  Document created by Spencer Lieburn (Spencer.Lieburn@omnicell.com)
2023-01-12 - 2:53:08 PM GMT
-  Document emailed to Kaycee Hamilton (kayceeh@omnicell.com) for signature
2023-01-12 - 2:54:36 PM GMT
-  Email viewed by Kaycee Hamilton (kayceeh@omnicell.com)
2023-01-12 - 2:54:58 PM GMT
-  Document e-signed by Kaycee Hamilton (kayceeh@omnicell.com)
Signature Date: 2023-01-12 - 2:55:31 PM GMT - Time Source: server
-  Agreement completed.
2023-01-12 - 2:55:31 PM GMT



6G

Service Agreement

Effective Date 1-1-2023 between Stericycle, Inc and City of Glen Cove

Service Address

Customer/Company Name: City of Glen Cove

Address 1: 8 Glen Cove Ave

Address 2:

City/State/Zip: Glen Cove, NY 115422807

Phone #: (516) 676-2311

Fax:

E-Mail: cdemetropolis@glencoveny.gov

Billing Address

Address 1: 8 Glen Cove Ave

Address 2:

City/State/Zip: Glen Cove, NY 115422807

Phone #:

Fax:

E-Mail: cdemetropolis@glencoveny.gov

Services Included checked below (Reference Attachment "Service Descriptions" for details)		Allotted Annual Containers		Allotted Annual Stops	Additional Stop Charge	Additional Container / Over Weight / Envelope Charge		Monthly Service Fee
<input checked="" type="checkbox"/>	Biohazardous Regulated Medical Waste Disposal Service Level:Steri-Safe OSHA Compliance Solutions	6		6	\$75	Current container rate plus 10%		\$72.08
<input type="checkbox"/>	Stericycle Reusable Sharps Program (Only available with purchase of "Biohazardous Regulated Medical Waste Disposal" services)	-		-	-	-		\$0.00
		-		-	-	-		
		-		-	-	-		
		-		-	-	-		
<input type="checkbox"/>	Fixer / Developer - Photo Processing Disposal Service	0		-	-	-		\$0.00
<input type="checkbox"/>	Pathological / Trace Chemotherapy Disposal Service	0		-	-	-		\$0.00
<input type="checkbox"/>	Pharmaceutical Waste Disposal	0		-	-	-		\$0.00
<input type="checkbox"/>	CsRx Controlled Substance Waste Service (Only available with purchase of "HDDS" services)	0		-	-	0		\$0.00
<input type="checkbox"/>	HIPAA Steri-Safe	-		-	-	-		\$0.00
		Container Type (WA Only)	*Price per Container	Price per Stop	Min. Cont. per Pickup	Scheduled Frequency	***No Waste Fee	**Minimum Pickup Fee
<input type="checkbox"/>	Biohazardous Regulated Medical Waste Disposal - Transactional							

* Price per Box: WA only = Based on WUTC Tariff pricing
 ** Minimum Pickup Fee: WA only = \$10.00 minimum monthly fee.
 *** No Waste Fee: WA only = \$25.00

Total Monthly Service Fee: \$72.08

Billing Schedule: Monthly

Monthly Service Fee Total: \$72.08

Minimum Pickup Fee Total: N/A

Includes All Fees (Additional taxes May Apply)

During the first 12 months of the Agreement, Stericycle will not increase the above fees.

Thereafter, fees will not increase by more than 7.00% annually.

Service Guarantee: Stericycle guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Stericycle by written notice to the Account Care department at the address listed below. If Stericycle fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Stericycle in good and usable condition.

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.

*The offer will expire 1-17-2023

Stericycle:

Contracting Entity: Stericycle, Inc.

Name: Roxanne Lopez

Title:

Date:

Signature:

By signing above I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions and comply with Stericycle's Waste Acceptance Policy, both of which are integral parts of this Agreement.

Stericycle Inc. · 2355 Waukegan Rd., Bannockburn, IL 60015 · Phone: · Fax:

Customer:

Customer/Company Name: City of Glen Cove

Name:

Title:

Date:

Signature:

Office Use Only: Code#: \$72.08..\$0.00

TERMS AND CONDITIONS

Stericycle, Inc., a Delaware corporation, with offices at 2355 Waukegan Rd., Bannockburn, IL 60015 (collectively, "Stericycle"), and City of Glen Cove with offices at 8 Glen Cove Ave. Glen Cove, NY, 115422807 ("Customer"), hereby enter into and agree as provided in this Services Agreement (the "Agreement") dated as of the 1 day of January, 2023 (the "Effective Date").

1. **Services.** (a) Stericycle will provide Customer the services set forth on page 1 of this Agreement (the "Services") which are incorporated herein and made a part of this Agreement. (b) The current version of the Stericycle Waste Acceptance Policy ("WAP") is attached. Stericycle may periodically update the WAP. Customer shall comply with the WAP applicable to the Services. (c) Customer shall be liable for and shall indemnify, defend and hold harmless Stericycle from and against all demands, claims, actions, losses, damages, and expenses, including reasonable attorney fees, resulting from any Non-Conforming Waste (as defined in the WAP) or Customer's failure to properly store, package, label, or segregate RMW. (d) During the Term, Stericycle shall be the exclusive provider of the Services to Customer at all of its locations, and Customer shall use no other regulated medical waste ("RMW") disposal service, method or service provider, whether at the service location(s) set forth herein or at any other current or future location(s) of Customer. (e) Stericycle may bill additional charges for each non-compliant container (including overweight containers; containers holding Non-Conforming Waste; and containers where the waste is improperly segregated or packaged) provided by Customer.

2. **Term of this Agreement.** (a) The initial term of this Agreement (the "Initial Term") will begin on the Effective Date set forth above and continue for 60 months. This Agreement will automatically renew for successive terms of the same duration (each, an "Extension Term"), unless either party gives the other party at least 60 days' written notice, prior to the renewal date, of its request to terminate this Agreement. The Initial Term and each Extension Term, if any, are collectively referred to as the "Term". (b) Upon the expiration or termination of this Agreement, Customer shall pay Stericycle all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Stericycle, which may include a final pickup fee). (c) Stericycle shall have the right to retrieve its Equipment (defined below) from Customer wherever located.

3. **Pricing.** Customer shall pay to Stericycle the service fees and surcharges as set forth on page 1 (collectively "Service Fees"). Stericycle reserves the right, in its sole discretion, to increase the amount of each Service Fee or adjust or add a surcharge from time to time. Stericycle will provide notice of any new surcharges to Customer, which notice may be included on an invoice. Notwithstanding any provision to the contrary, for Customers with transactional pricing models, Customer shall pay the No Waste Charge if Customer declines or cancels a scheduled service or if Customer's location is closed during a scheduled service. Customer shall pay the Minimum Pickup Charge for service where the total container and stop fees are less than the Minimum Pickup Charge. For Customers with subscription-based pricing models, for services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Stericycle standard list price. Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at www.stericycle.com ("Schedule"), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Stericycle's discretion.

4. **Payment Terms.** (a) Customer shall pay in full each Stericycle invoice within 30 days of the date of such invoice by ACH or other agreed upon means. Any invoiced amounts not received by Stericycle within that timeframe will be subject to a late fee of 1.5% per month (or the maximum amount allowed by law). Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. Stericycle may, with notice, suspend services until any overdue amounts (plus interest charges and collection fees, if any) are paid. Customer shall also pay all taxes imposed by any governmental authority with respect to the purchase of any services and products hereunder, including all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but excluding all taxes on Stericycle's net income). Stericycle will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Stericycle. (b) Stericycle shall submit invoices to Customer in accordance with Stericycle's standard billing process. Stericycle shall not be required to adopt Customer's billing process or to use Customer's preferred billing portal. If Stericycle agrees to depart from its standard billing process (which is entirely within Stericycle's discretion), such agreement may be made provided that: (i) Customer agrees to pay a billing surcharge; (ii) Customer reimburses Stericycle for all fees or other costs payable for the use of Customer's portal; and/or (iii) Customer agrees to any other reasonable requirements of Stericycle related to the use of non-standard billing processes.

5. **Early Termination.** In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 6 Customer shall promptly pay Stericycle (a) all unpaid invoices and any late charges thereon; and (b) an amount equal to 50% of Customer's average monthly charge multiplied by the number of months (including any partial months) remaining until the expiration date of the Term.

6. **Default and Early Termination for Cause.** Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle policies related to the Services shall constitute a material breach.

7. **Limitation of Liability.** In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement.

8. **Compliance Materials; Confidentiality.** To the extent that Stericycle provides Customer with electronic or printed materials ("Compliance Materials"), it provides these subject to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials. Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures. Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures. Stericycle will keep confidential all Customer confidential information provided to Stericycle in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, "confidential information" means any information provided to Stericycle in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Stericycle free of any obligation to keep it confidential prior to receipt of the same from Customer.

9. **Compliance with Laws and Policies.** Each party shall comply with all laws, rules and regulations applicable to its performance hereunder, including anti-corruption and economic and trade sanctions laws. Stericycle and Customer shall keep adequate books, records and documentation as required by applicable laws, rules, and regulations pertaining to storage or handling of RMW and the Services hereunder.

10. **Excuse of Performance.** Neither party will be responsible if its performance of any act(s) required hereunder (other than the payment of any amounts due) is interrupted or delayed due to any reason beyond its reasonable control.

11. **Equipment.** Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises ("Equipment") and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

12. **Waste Brokers.** Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is the medical waste generator and is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

13. **Miscellaneous.** (a) This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. (b) This Agreement may be modified only by a written amendment signed by an authorized representative of each party. (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle. (d) Stericycle's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer. (e) Any dispute arising in connection with or relating to this Agreement or between the parties ("Disputes") that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration

Association ("AAA"), conducted pursuant to the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce). All Disputes will be determined on an individual basis (and not as a class member or in any purported class or representative capacity, considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party, and the arbitrator or trier of fact shall not preside over any form of representative or class proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office. (f) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. (g) No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Stericycle unless agreed to by Stericycle in writing. (h) Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full force and effect. (i) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. All waivers must be in writing and signed by the party waiving its rights (j) Except as otherwise set forth herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions.



Regulated Medical Waste Acceptance Policy

Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the minimum requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative for further information or email customer@stericycle.com.

REGULATED MEDICAL WASTE

Stericycle accepts medical waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this excludes RCRA hazardous waste pharmaceuticals, all DEA scheduled drugs including controlled substances, bulk chemotherapy, waste containing mercury or other heavy metals, batteries of any type, canisters, non-infectious dental waste, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal and/or state-specific EPA Regulations. In addition, Stericycle cannot accept bulk liquids, radioactive materials, or complete human remains (including heads, full torsos and limbs). Stericycle cannot accept these excluded materials packaged as regulated medical waste. All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR Part 73 (HHS), 7 CFR Part 331 (USDA Plant Protection and Quarantine) and 9 CFR Part 121 (USDA Veterinary Services) are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. Separate protocol and packaging requirements may apply for the disposal of non-hazardous pharmaceuticals. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please contact your local representative for details and packaging specifications.
**As dispensed from DEA Registrant*

WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. DOT regulations (49 CFR 173.197) require that all packages of regulated medical waste be prepared for transport in containers that meet all of the following requirements: rigid, leak resistant, impervious to moisture, of sufficient strength to prevent tearing or bursting under normal conditions of use and handling, sealed to prevent leakage during transport and puncture resistant for sharps. All regulated medical waste must be accompanied by a properly completed shipping document (See 49 CFR 172.202).

MANAGEMENT OF NON-CONFORMING WASTE

As required by regulation and company policy, Stericycle employees may refuse containers that are non-conforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any waste found to be non-conforming to this Waste Acceptance Policy identified in route to, or at a Stericycle location, may be returned to the generator for proper packaging and disposal, or may be recouled for appropriate destination; this may include improperly marked regulated medical waste which should have been identified for incineration (i.e., pathological, chemotherapy or non-hazardous pharmaceuticals). Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.

STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY CHECKLIST

ACCEPTED REGULATED MEDICAL WASTE

- **Sharps** - Means any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation and also capable of cutting or penetrating skin or a packaging material. Sharps includes needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic and exposed ends of dental wires.
- **Regulated Medical Waste or Clinical Waste or Biomedical Waste** - Means a waste or reusable material derived from the medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes the production and testing of biological products.

ACCEPTED REGULATED MEDICAL WASTE WHICH MUST BE IDENTIFIED AND SEGREGATED FOR INCINERATION

- **Trace Chemotherapy Contaminated Waste:** RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns and related materials as defined in applicable laws, rules, regulations or guidelines.
- **Pathological Waste:** Human or animal body parts, organs, tissues and surgical specimens (decontaminated with formaldehyde, formalin or other preservatives as required per hazardous waste rules).
- **Non-RCRA Pharmaceuticals:** Must be characterized and certified as non-RCRA hazardous material by the generator. Excludes all DEA scheduled drugs, including controlled substances.*
- **California Only - Solidified Suction Canisters:** Suction canisters that have been injected with solidifier materials to control liquids or suction canisters made of high heat resistant plastics such as polysulfone.

OTHER REGULATED MEDICAL WASTES NOT ACCEPTED AS REGULATED MEDICAL WASTE BY STERICYCLE

- **Untreated Category A Infectious Substances**
- **Complete Human Remains** (including heads, full torsos and limbs)
- **Bulk Chemotherapy Waste**
- **Mercury-Containing Dental Waste:** Non-contact and contact amalgam and products, chairside traps, amalgam sludge or vacuum pump filters, extracted tooth with mercury fillings and empty amalgam capsules
- **Mercury-Containing Material or Devices:** Any mercury thermometers, sphygmomanometers, lab or medical devices
- **RCRA Hazardous Pharmaceutical Waste** and all DEA Federal and state controlled substances*
- **Chemicals:** Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer developer, fluorescein
- **Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans**
- **Hazardous or Universal Waste:** Any other waste determined by Federal or State EPA regulations including but not limited to batteries, bulbs, heavy metals, etc.
- **Radioactive Waste:** Any container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials

**Contact Stericycle Representative for specific requirements*

Additional waste acceptance policies may apply based on state or permit specific requirements. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please refer to your local Stericycle Representative for additional information and options for possible hazardous waste handling. For additional information on container and labeling requirements contact your Stericycle Customer Service Department or customer@stericycle.com.

We protect what matters.

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SERVICE DESCRIPTIONS



Biohazardous Regulated Medical Waste Disposal

- Safe, compliant collection, transport and treatment of regulated medical waste.
- Access to DOT and biohazardous training on MyStericycle.com, our convenient online customer portal.

RELATED SERVICES:

Secure pick-up of Fixer/Developer – Photo Processing Disposal Service

- Treatment and disposal of x-ray fixer/developer containing silver or hydroquinone.
- This service is available in CA and parts of CT, MA, NH, RI, VT, NJ and NY.

Secure pick-up of Pathological/Trace Chemotherapy Disposal Service

- Treatment and disposal of infectious waste or discarded items that have been contaminated by trace amounts of chemotherapeutic, cytotoxic or antineoplastic pharmaceuticals.

Regulated Medical Waste – Transactional

- Containers, manifests, collection, transport, treatment and disposal of all regulated medical waste (except non-conforming waste) on an on-call basis.



Stericycle Reusable Sharps Program

- Our Sharps Management Service utilizes reusable sharps containers to streamline the collection and disposal of sharps in your facility. A Stericycle driver will pick up your packaged, full sharps containers and provide clean ones for continued use.
- Each reusable container can be utilized up to 600 times. Our service reduces plastic going into landfills and helps avoid utilizing natural resources to create new containers.
- Easy-to-use container design allows for single-handed disposal of sharps. The container base is transparent making it easy to see the fill line and prevent overfilling to reduce needlestick injuries.



Steri•SafeSM OSHA Compliance Solutions

- Award-winning bloodborne pathogens training*, available online in English and Spanish. Our Online Training Center provides tracking and reporting.
- Simple, automated Safety Plan Builder to help you stay compliant and access to over 10 million Safety Data Sheets to easily create a customized online binder.
- Preferred level services include annual on-site training, mock OSHA inspection and a dedicated Healthcare Compliance Educator. We also provide a No Fine. No Fail. OSHA Guarantee.
- Enjoy a 10% discount on Healthcare Products.

Steri•SafeSM HIPAA Compliance Solutions

- Critical training including HIPAA privacy, security and social media.
- Easy-to-use HIPAA privacy and security risk assessments.
- Preferred level services include annual on-site HIPAA privacy and security gap analysis and trainings.

**2016 Bronze Telly Award for our bloodborne pathogens training in the category of Non-Broadcast Productions – Health and Wellness.*



SERVICE DESCRIPTIONS



Pharmaceutical Waste Disposal

Drug Disposal Service

- Treatment and disposal of non-hazardous pharmaceutical waste. This includes pharmaceutical and over-the-counter drug products that do not fall under the definition of hazardous pharmaceutical waste.
- Environmentally-friendly solutions to protect your communities and waterways.

Hazardous Drug Disposal Service

- Treatment and disposal of pharmaceuticals that either exhibit characteristics that make them a hazardous waste or that are specifically listed as a hazardous waste by EPA or state authorities.
- We provide you with a Pharmaceutical Waste Identification Checklist.

Seal&SendSM Controlled Substance Envelopes

- Seal&Send controlled substance mailback envelopes are for use only by patients/end-users; 50 envelopes per location annually.

CsRx[®] Controlled Substance Waste Service

- This solution is designed to help small hospitals and non-acute care facilities prevent diversion when disposing of controlled substances in the form of tablets, capsules, liquids and patches.
- Mitigates the risk of diversion when disposing of controlled substance waste in your facilities.
- This solution provides peace of mind that your controlled substance waste will be processed with total security and compliance.

A3410-55438



Annual NFPA Hose Testing Renewal

6H

Date	Estimate #
12/1/2022	21697

City of Glen Cove
10 Glen Cove Avenue
Glen Cove, NY 11542

Waterway LLC
Waterway Long Island
1 Maple Drive South
Glen Cove, NY 11793
Office Phone / Fax (516) 731-1616
sschuman@waterwayinc.com

Description	Qty	Rate	Total
Annual NFPA 1962 Hose Testing including printed reports & on-line records Testing Year 2023 = .27 per foot Testing Year 2024 = .28 per foot Testing Year 2025 = .29 per foot	26500	0.27	7155.00
<div style="border: 1px solid black; padding: 5px;"> <p>All hose test service includes: Photo-document and diagram existing hose load layouts Remove / re-pack all beds & racks Test to current edition of NFPA 1962 standard Stenciled numbering system Replace all gaskets as necessary Check / lubricate couplings as required Full sets of printed reports 24/7 On-line record access</p> </div>			

Waterway Inc. will inspect and service test all hose, nozzles, appliances, and pumps in accordance to the current applicable standard of NFPA. It is expressly understood and agreed that Waterway Inc. shall not be deemed or held liable, obligated or accountable upon or under any guarantees or warranties, express or implied, statutory, by operation of law, or otherwise, relative to the use of any tested fire hose, connections or nozzles after the date of inspection. Furthermore, Waterway Inc. will not be held liable, obligated or accountable for any fire hose or equipment that fail during testing under specified conditions and pressures.

Total \$7,155.00

Note: Estimate based on quantities submitted.
Final amount may vary depending on amount of items actually tested.

Agreed and accepted by: _____ Title: _____

Signature _____ Date: ____/____/____

P.O. No.

3-Year Contract Option: Customer accepts and Waterway will honor this contract for (2) additional testing years at above stated price.

Signature accepting 3 year option _____

*3-year option may be voided by customer at any time if desired.



Mobile Pump Testing Renewal

A3410-55438

Date	Estimate #
12/1/2022	21699

City of Glen Cove
10 Glen Cove Avenue
Glen Cove, NY 11542

6-I

Schufire LLC
d/b/a Waterway Long Island
338 Red Maple Drive South
Wantagh, NY 11793
Office Phone / Fax (516) 731-1616
sschuman@waterwayinc.com

Description	Qty	Rate	Total
Annual pump test and reports in accordance with 2017 edition of NFPA standard 1911. Pump test performed at FD location with Draft Commander 3000. Testing year 2023 = \$325 each pump Testing year 2024 = \$325 each pump Testing year 2025 = \$350 each pump <div>NOTE: Apparatus should be serviced before performing a pump test. This should include a preliminary vacuum test, exercising valves, and checking of all fluids and pump operations. Waterway is not responsible for apparatus damage resulting from low fluids, defective or out of adjustment components, etc. Proper preventive maintenance service also greatly increases the probability of successful pump test results, as well as firefighter safety. Fuel tank level should be full before the test and checked after completion before apparatus is placed back in service.</div>	6	325.00	1950.00

Waterway Inc. will inspect and service test all hose, nozzles, appliances, pumps in accordance to the applicable standard of the NFPA. It is expressly understood and agreed that Waterway Inc. shall not be deemed or held liable, obligated or accountable upon or under any guarantees or warranties, express or implied, statutory, by operation of law, or otherwise, relative to the use of any tested fire hose, connections, nozzles or pumps after the date of inspection. Furthermore, Waterway Inc. will not be held liable, obligated or accountable for any fire hose, equipment, or pump that fail during testing under specified conditions and pressures.

Total \$1,950.00

Please note desired month or time for testing. We will contact you with a mutually-agreeable test date:

Last tested: ____ / ____ / ____

Agreed and accepted by: _____ Title: _____

Signature _____ Date: ____ / ____ / ____

P.O. No.

3-Year Contract Option: Customer accepts and Waterway will honor this contract for (2) additional testing years at above stated price.

Signature accepting 3 year option _____

*3-year option may be voided by customer at any time if desired.



Thank you for trusting Waterway for your annual pump testing.

Factory trained..... EMT Certified!



NFPA Equipment Testing Renewal



A3410 - 55438

Date	Estimate #
12/1/2022	21698

City of Glen Cove
10 Glen Cove Avenue
Glen Cove, NY 11542

6J

Schufire LLC
d/b/a Waterway Long Island
338 Red Maple Drive South
Wantagh, NY 11793
Office Phone / Fax (516) 731-1616
sschuman@waterwayinc.com

Description	Qty	Rate	Total
Annual system test includes flow testing apparatus interior attack system as per NFPA 1962 Chapter 8.	14	35.00	490.00
Annual nozzle service testing. Includes all applicable NFPA 1962 Chapter 5 hydrostatic & flow tests, bar code label, Cleaning, lubrication and NFPA compliant records.	70	35.00	2450.00
Annual appliance service testing. Includes all applicable NFPA 1962 Chapter 6 tests, bar code label, cleaning, lubrication and NFPA compliant records.	35	35.00	1225.00
Testing year 2023 = \$35 per device Testing year 2024 = \$37 per device Testing year 2025 = \$39 per device			

Total \$4,165.00

Waterway Inc. will inspect and service test all hose, nozzles, and appliances in accordance to the standard of NFPA 1962. It is expressly understood and agreed that Waterway Inc. shall not be deemed or held liable, obligated or accountable upon or under any guarantees or warranties, express or implied, statutory, by operation of law, or otherwise, relative to the use of any tested fire hose, connections or nozzles after the date of inspection. Furthermore, Waterway Inc. will not be held liable, obligated or accountable for any fire hose or equipment that fail during testing under specified conditions and pressures.

Note: Estimate based on quantities submitted.
Final amount may vary depending on amount of items actually tested.

Agreed and accepted by: _____ Title: _____

Signature _____ Date: ____/____/____

P.O. No.

3-Year Contract Option: Customer accepts and Waterway will honor this contract for (2) additional testing years at above stated price.

Signature accepting 3 year option _____

*3-year option may be voided by customer at any time if desired.



IIA Fire Department Testing
300 Craig Road
Suite 209
Manalapan, NJ 07726 US

Contract Number: 00000591

Contract Start Year: 2023
Contract End Year: 2025
Contract Term: 3 years

Phone: (732) 294-7904
Fax: (732) 339-3413
fdtsales@industrial-ia.com

Bill To:
Glen Cove Volunteer Fire Department
10 Glen Cove Ave
Glen Cove, NY 11542-2870
1st Assistant Chief Phil Grella

Ship To:
Glen Cove Volunteer Fire Department
10 Glen Cove Ave.
Glen Cove, NY 11542

3 Year Service Agreement Contract

Glen Cove Volunteer Fire Department hereby engages IIA Fire Department Testing to provide annual NFPA testing on the items listed below. The testing will be performed on an annual basis at IIA Fire Department Testing's discretion. The rate listed below is valid and locked in for the lifetime of this contract. Final yearly invoices will be adjusted based on total quantity of equipment being tested. Contract not valid unless signed and received in the calendar year in which it has been issued.

Should Glen Cove Volunteer Fire Department decide to terminate the contract early, 25% of the remaining estimated total will be due to IIA Fire Department Testing as an early termination fee. Customer may delay testing and extend the contract for one year with no penalty should budgetary complications arise, but must first alert IIA Fire Department Testing for approval.

Special Terms:

Quantity	Product	Product Description	Price	Amount
26500	Fire Hose Test	Annual fire hose testing as per NFPA 1962	\$0.37	\$9,805.00 ↑
14	Hard Suction Hose Test	Hard Suction Test as per NFPA 1962	\$35.00	\$490.00 SAME
70	Nozzle Test	Annual nozzle testing as per NFPA 1962	\$45.00	\$3,150.00 ↑
35	Appliance Test	Annual appliance testing as per NFPA 1962	\$40.00	\$1,400.00 ↑
3	Fire Pump Test <= 1500 GPM	Annual fire pump performance testing as per NFPA 1911 (less than or equal to 1500 GPM)	\$375.00	\$1,125.00 +1200.00 ↑ 2,325 (2nd page)

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, IIA Fire Department Testing will not be held liable or accountable for any piece of equipment that fails during testing.

17,170/48

3	Fire Pump Test > 1500 GPM	Annual fire pump performance testing as per NFPA 1911 (greater than 1500 GPM)	\$400.00	\$1,200.00
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Please Sign Below and Return to IIA Fire Department Testing Promptly via Fax, Mail, or Email		
Signature:	Title:	Date:

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, IIA Fire Department Testing will not be held liable or accountable for any piece of equipment that falls during testing.



300 Craig Road, Suite 209, Manalapan NJ, 07726
Phone: (732) 294-7904 Fax: (732) 339-3413
fdtsales@industrial-ia.com www.industrial-ia.com

Fire Hose & Appliance/Nozzle Testing

Customer will be responsible to secure water supply and will bear any associated cost.

Customer will be responsible to have a driver available on day of testing.

Customer will be responsible to provide a flat, clean, paved testing area ~300ft x 40ft.

Customer will be responsible to provide a pump and operator for nozzle testing.

Job Description:

- Test all hose, appliance, and nozzles (charged separately) to NFPA 1962 (hose 1987 and older and LDH hose without locks will be tested unless otherwise requested by the customer. Not responsible for general maintenance such as coupling tightening)
- Provide complete computerized report
- Unpack and repack all hose beds/racks
- Ink stenciled number system on each length or item
- Replace gaskets as needed
- Yearly color code provided one each length or item
- Apparatus inventory report
- Tag all failures out of service

Ground Ladder & Aerial Testing

Customer will be responsible to secure water supply for horizontal bend test and bear any cost.

Customer will be responsible to have a driver available on day of testing.

Job Description:

- Test all ground ladders to NFPA 1932. Test all aerials to NFPA 1911
- 5 year aerial test includes all NDT tests as specified by NFPA 1914
- Provide complete computerized report
- Return all ground ladders to apparatus or firehouse
- Place identification number/inspection sticker on each ground ladder/aerial tested
- Yearly color code provided on each ground ladder tested
- Tag all failures out of service
- Apply customer or IIA Fire Department Testing supplied heat sensor labels. Heat sensor labels provided by IIA Fire Department Testing will be charged to customer at \$2.50 each

Pump Testing

Customer will be responsible to provide a flat level surface and a means to fill a drafting tank.

Customer will be responsible to have a driver available on day of testing.

Job Description:

- Test all fire pumps to NFPA 1911
- Provide complete computerized report
- Place inspection sticker on each pump tested

****All jobs are subject to additional cancellation fee without 48hrs advance notice****

****All retest requests due to failure or out of service equipment will incur additional costs****

*****Any wait time greater than 15 minutes will incur additional costs*****

****A 3.5% transaction fee will be applied for any credit card transaction over \$1000.00****

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, IIA Fire Department Testing will not be held liable or accountable for any piece of equipment that fails during testing.

Industrial Inspection & Analysis (IIA) Companies' Standard Terms & Conditions

Scope. Company agrees to perform the services as described in the enclosed proposal which incorporates these standard terms and conditions (the "Services"). Unless the parties agree in writing, the duties of Company shall not exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by the Customer, shall constitute a binding agreement on both parties (the "Agreement").

Compensation. Unless Company and Customer agree otherwise in writing, Customer agrees to pay all undisputed invoice amount(s) thirty (30) days after receipt of the invoice. Quoted prices will expire 60 days after the quote.

Warranty.

- (a) Company warrants that it will provide the Services in accordance with accepted professional practices at the time of performance, but Company makes no guaranties or warranties in connection with the supervision, performance or technical direction of work performed by the Customer or others. If Company receives written notice of breach of this warranty within one year after performance of the Services in question, Company shall arrange for the re-performance of such services. SUCH REPERFORMANCE SHALL BE THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY UNDER THIS PROPOSAL.
- (b) Company shall have no obligation for breach of warranty (i) if the Customer fails to utilize the Services in accordance with (A) generally approved, industry practices, (B) the provisions set forth in this document, or (C) the provisions of any instructions furnished to the Customer; (ii) if the Customer fails to notify Company in writing as soon as any alleged breach of warranty becomes apparent; or (iii) unless, within a reasonable time after Customer gives notice of a breach of warranty, Company gains unobstructed access to the location in question, in such a way as to permit it to perform its warranty obligations during its normal business hours.
- (c) THE EXPRESS WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY. THE CUSTOMER'S EXCLUSIVE REMEDIES ARE COMPANY'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE GOODS OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THOSE STATED IN THIS PROVISION.

Cancellation by Customer. A contract may be cancelled by Customer only upon written notice to the Company and payment of reasonable expenses already incurred or committed to prior to the receipt of notice of termination.

Force Majeure. Company shall not be liable for its failure to perform hereunder or for any loss or damage to any failure or delay from any cause beyond the reasonable control of Company. This includes, but is not limited to: war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding any party from performing its respective obligations under the contract.

Indemnification. Customer agrees to indemnify, defend, and hold harmless Company from and against any claims, damages, losses, and costs, including, but not limited to, attorneys' fees and litigation costs, to the extent relating in any way to the products and work referred to in this document and arising out of or alleged to arise out of or result from:

- (a) the breach of this Agreement, negligence, or willful misconduct of Customer in connection with the work described in this Agreement;
- (b) violation of intellectual property rights of Customer and any third party; or
- (c) injury of persons or damage to property except to the extent such damage or injury is caused by and would not have occurred but for Company's failure to perform the Services in accordance with accepted professional practices at the time of performance..

Subcontracts. Company shall be entitled, in its discretion, to subcontract any portion of work to be performed under this agreement, with the exception of any work which will be accredited to either ISO/IEC 17025 or ISO/IEC 17065, wherein the customer's approval is required prior to subcontracting.

Assignment. This Agreement may not be assigned or transferred by either party, except to a parent, subsidiary, or affiliate thereof, without the prior written consent of the other party, which consent must not be unreasonably withheld. Company shall have the ability to transfer this Agreement or any Work Order to and among its affiliates without the consent of the Customer, with the exception of any work which will be accredited to either ISO/IEC 17025 or ISO/IEC 17065, wherein the customer's approval would be required prior to assignment. An upper-tier transfer, sale, merger, or consolidation shall not trigger any transfer or assignment restriction in this Agreement.

Work Product. Company and Customer acknowledge that Company's work product submitted in performance of this Agreement is intended only for the scope of work covered by this Agreement. Change, alteration, or reuse of the work product for another project shall be at Customer's sole risk, and Customer shall hold harmless and indemnify Company against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

No Benefit for Non-Parties. The services to be performed by Company are intended solely for the benefit of Customer and no right or benefit is conferred on, nor is any contractual relationship established, with any person not a party to this Agreement.

It is expressly understood that IIA Fire Department Testing shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, IIA Fire Department Testing will not be held liable or accountable for any piece of equipment that fails during testing.



62

Service Contract

42 Industrial Drive
Cliffwood Beach, NJ 07735

Voice (732) 566-7227
Fax (732) 566-1313

To: Glen Cove Fire Department
10 Glen Cove Avenue
Glen Cove, NY 11542
Attn: Chief Phil Grella
Phone: 516-676-0366
Email: pgrella@cityofglencoveny.org

1/4/2023 010423-01 Pre-Paid House

We are pleased to offer the following proposal for an annual service contract on your breathing air systems. This proposal is based on performing preventative maintenance services during normal business hours (Monday thru Friday, 7:30am to 4:00pm). After each visit you will be provided with a detailed service ticket explaining all work that was performed and making any future recommendations.

The Following Equipment is to be Serviced on this Contract:

<u>Make</u>	<u>Model</u>	<u>Serial</u>	<u>Type</u>
Bauer	UNII-13-E3	15494	Breathing Air Compressor

Total Cost for Annual Service Contract:

\$ 977.00

Quarterly/Bi-Annual Service includes:

- ☐ Perform Grade "E" Air Test
- ☐ Calibrate CO Monitor
- ☐ Check Lubricant Level
- ☐ Take Main Electrical Readings
- ☐ Check Belt Tension
- ☐ Check for any Air or Oil Leaks
- ☐ Check All Condensate Drains
- ☐ Check Operation of Breathing Air System

Annual Services include:

All of the Bi-Annual Service, Plus:

- ☐ Change Compressor Lubricant
- ☐ Replace Purification Cartridge
- ☐ Install new Inlet Air Filter
- ☐ Replace Oil Filter (If Applicable)

Service Schedule

Yearly Service January 2023

Annual					

Schedule may be adjusted based on renewal



Service Contract

42 Industrial Drive
Cliffwood Beach, NJ 07735

Voice (732) 566-7227
Fax (732) 566-1313

To: Glen Cove Fire Department
10 Glen Cove Avenue
Glen Cove, NY 11542
Attn: Chief Phil Grella
Phone: 516-676-0366
Email: pgrella@cityofglencoveny.org

1/4/2023

010423-01

Pre-Paid

House

TERMS & AGREEMENT

Air & Gas Technologies, Inc. will keep a copy of this agreement in their files and requests that an officer of your firm signs and returns a copy along with a covering purchase order, signifying your acceptance of these terms and conditions.

Unscheduled or emergency service calls will be invoiced at AGT's standard labor rate at time of service. A labor rate sheet is available upon request.

All material is guaranteed to be as specified. All work will be completed in a professional manner according to standard practices. Any alteration or deviation from contract work will be executed only upon receipt of customer's written purchase order. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry all required insurance. AGT workers are fully covered by workers compensation and liability insurance.

The contract period begins on acceptance date. A New proposal will be automatically sent at the end of the contract period.

Price: Valid for 60 days.

Terms: Net 30 days of invoice date with 1 ½ % (18% annually) on all overdue balances. (As per attached AGT's Standard Terms & Conditions of Sale, attached.)

Cancellation Charges: Will be invoiced for accrued labor, material and lost profits.

Authorized Signature

Purchase order

Print Name

Date

Contact for Access to Firehouse _____

Contact Number _____

Door Code _____

Mailing Address or Email _____

for Air Test Report _____



Service Contract

42 Industrial Drive
Cliffwood Beach, NJ 07735

Voice (732) 566-7227
Fax (732) 566-1313

To: Glen Cove Fire Department
10 Glen Cove Avenue
Glen Cove, NY 11542
Attn: Chief Phil Grella
Phone: 516-676-0366
Email: pgrella@cityofglencoveny.org

1/4/2023

010423-01

Pre-Paid

House

Conditions - The terms and conditions herein shall apply to all goods and services provided by Air & Gas Technologies, Inc. (hereinafter referred to as AGT or Company). No terms or conditions contained in any order placed with Air & Gas Technologies, Inc. other than those stated herein, and no agreement or other understanding in any way modifying the terms and conditions herein shall be binding on AGT unless otherwise covered by specific contract made in writing and signed by its duly authorized representative. The purchaser shall be deemed to have accepted the terms hereof upon its acceptance of any of the goods and/or services to which this acknowledgement relates.

Terms of Payment - Terms are net 30 days from date of invoice. If in the opinion of AGT, the financial condition of the purchaser at any time does not justify continuance of production or shipment on the terms of payment specified, AGT may require full or partial payment in advance. Equipment held for the purchaser shall be at the risk and expense of the purchaser. Interest at the rate of one and one-half per cent per month will be charged on past due invoices for a total interest rate of 18% per annum.

Prices - Prices are quoted on request and are not firm until acknowledged in writing as accepted by AGT. All prices are subject to change without notice. Prices in effect at time of shipment will prevail.

Limited Warranty - Warranty on new equipment or parts is limited to the extent of the OEM warranty. The foregoing warranty is in lieu of all other warranties, express or implied. The Company warrants that parts supplied by the Company under this contract will be free of defects in material and workmanship for a period of six months from the date of installation, exclusive of transportation and installation costs (or six months from date of delivery if not installed by Company), and at its option, shall either repair or replace such parts, provided the Purchaser promptly notified the Company of defects therein, within said period. The Company makes no performance warranty and the effects of corrosion, erosion and normal wear and tear are specifically excluded from the Company's warranty.

AGT MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AGT HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Security Interest - AGT shall have a security interest in the goods sold hereunder and shall have all of the rights of a secured party under the Uniform Commercial Code as it has been adopted in New Jersey. As part of the sale of the equipment, AGT requires that purchaser execute a Security Agreement and Financing U.C.C. Statement.

Insurance - Certificates of insurance are available upon request. To the extent any loss and/or damage is recoverable by insurance proceeds under Purchaser's insurance policies, the Purchaser waives its and its insurers' rights to recover for such loss and/or damage against the Company.

Delivery - All material sales are FOB point of shipment. Goods in transit are at the Purchaser's risk and all claims for loss or damage must be filed by the Purchaser. AGT shall not be liable for special, liquidated, or consequential damages caused by delay in delivery, failure to manufacture or failure of manufacturer.

Taxes - Prices are exclusive of any use, sales, excise or similar tax, federal, state or local, which has been or may be imposed with respect to the sale of personal property or services hereunder, to the extent legally permissible. Any such tax shall be the buyer's responsibility.

Acceptance of Orders - All orders are subject to approval and acceptance in writing at the office of AGT in Cliffwood Beach, NJ.

Weights - Catalog weights are approximate and vary with equipment specifications.

Limitation of Liability - The liability of AGT herein for damages, special, indirect, incidental or consequential, or otherwise, of any type, kind or description in connection with the goods being sold herein shall never exceed the purchase price of the particular quantity delivered with respect to damages of any type or any claim. The remedies of the purchaser as to said liability with respect to such goods sold herein or anything done in connection therewith, whether by way of this invoice, in contract, or any warranty or otherwise, shall not exceed the purchase price of the particular quantity delivered therein. The purchaser acquiring the goods as described herein shall be bound by the limit of liability herein stated.

Nuclear Liability - In the event that services or parts furnished hereunder are to be used in a nuclear facility, the purchaser shall, prior to such use, arrange for insurance or governmental indemnity, protecting the Company against liability and hereby releases and agrees to indemnify the Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of the Company or its suppliers.

Agreement - Neither party shall assign or transfer any agreement or contract, whether it be service, lease purchase, or other, without the prior written consent of the other party.

Changes - Notice of changes in orders must be made and accepted in writing. If work is in process for special equipment, parts and/or services, buyer will be charged accordingly.

Material Returned for Credit - Any material returned for credit must have prior approval in writing from AGT. A restocking charge determined by AGT shall apply if deemed necessary by AGT.

Minimum Billing - Orders for less than \$50.00 net can be billed at \$50.00 plus transportation and insurance charge.

Forum - Any action at law, suit in equity or judicial proceeding for the enforcement of this agreement or any provision thereof shall be instituted only in the courts of the State of New Jersey or in the Federal District Court for the State of New Jersey.

AGT and the purchaser hereby waive the right to a jury trial in any such suit or action.

Attorneys Fee - In the event of the employment of an attorney by AGT because of a violation of any term or provision of this agreement by the purchaser, the purchaser shall pay and be liable for reasonable attorneys fees and court costs incurred by AGT.

Force Majeure - Schedule dates are approximate and neither party shall be liable for loss, damage, or delay due to war, riots, fire, flood, strike or other labor difficulty, acts of civil or military authority including governmental laws, orders, priorities or regulations, embargo, shortage, damage or delay in transportation, inability to obtain necessary labor or material from usual sources, faulty forgings or castings, or other causes beyond the reasonable control of such party. In the event of delay in performance due to any such cause, the schedule dates or time for completion will be adjusted to reflect the actual time as may be necessary to properly reflect the delay. The Purchaser's request of service or parts constitute a waiver of any claims for delay.

Severability - Any adjudication, decision or agreement of the parties that any provision hereof is illegal or void shall not affect the remaining provisions hereof which shall continue in full force and effect.

Compliance with Laws - AGT will comply with all applicable federal, state and local laws and specifically represents that any goods to be delivered hereunder will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

Controlling Law - This agreement shall be construed and interpreted according to the laws of the State of New Jersey. It is further understood and agreed that this agreement shall be deemed to have been executed in the town of Cliffwood Beach, and to have been performed in the town of Cliffwood Beach, State of New Jersey.

Entire Agreement - This agreement sets forth the entire understanding of the parties hereto and supersedes all other agreements or representations, oral or written with regard to the subject matter of this agreement.



City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET AMENDM

6 M

Department: CAPITAL (ARPA)

BUDGET YEAR 2022

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
H3410-44365-2240	ARPA REVENUES FOR PUMPER	\$803,992	
H3410-52250-2240	PUMPER TRUCK		\$803,992

Reason for Amendment:

TO APPROPRIATE AMERICAN RESCUE PLAN ACT (ARPA)

FUNDS TO THE FOLLOWING CITY PROJECTS:

SEAGRAVE XB60CA ATTACKER PUMPER FIRE TRUCK [RESCUE VEHICLES, INC.]

Department Head Signature: [Signature] Date: JANUARY 12, 2023

City Controller Approval: [Signature] Date: JANUARY 12, 2023

City Council Approval-Resolution Number: _____ Date: _____



City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET AMENDMENT FORM

GCF-1 (7/08)

Department: CAPITAL (ARPA)

BUDGET YEAR 2022

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
H7180-43002-2301	CLUBHOUSE REVENUE -ARPA	\$792,000	
H7180-52240-2301	GOLF CLUBHOUSE		\$792,000

Reason for Amendment:

TO APPROPRIATE AMERICAN RESCUE PLAN ACT (ARPA)

FUNDS TO THE FOLLOWING CITY PROJECTS:

GOLF COURSE CLUBHOUSE REPLACEMENT [STALCO CONSTRUCTION, INC.]

Department Head Signature: [Signature] Date: JANUARY 12, 2023

City Controller Approval: [Signature] Date: JANUARY 12, 2023

City Council Approval-Resolution Number: _____ Date: _____



City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET AMENDMENT FORM

GCF-1 (7/08)

Department: FINANCE (ARPA)

BUDGET YEAR 2022

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A1310-43002	OTHER FED AID - ARPA	\$22,892.25	
A1310-54365	ARPA GOVT SERVICES		\$22,892.25
A1310-43002	OTHER FED AID - ARPA	\$12,561.63	
A1310-54365	ARPA GOVT SERVICES		\$12,561.63
A1310-43002	OTHER FED AID - ARPA	(\$3,709.09)	
A1310-54365	ARPA GOVT SERVICES		(\$3,709.09)

Reason for Amendment:

TO APPROPRIATE AMERICAN RESCUE PLAN ACT (ARPA)

FUNDS TO THE FOLLOWING CITY PROJECTS:

GOLF COURSE CLUBHOUSE REPLACEMENT [\$22,892.25]

BEAUTIFICATION PROJECT (GLEN COVE CIVIC SIGN LOCATION) [\$12,561.63]

MORGAN PARK COLLAPSED STEPS ADJUSTMENT [(\$3,709.09)]

Department Head Signature: _____

Date: _____

JANUARY 12, 2023

City Controller Approval: _____

Date: _____

JANUARY 12, 2023

City Council Approval-Resolution Number: _____

Date: _____



City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET TRANSFER FORM

DEPARTMENT: VARIOUS

BUDGET YEAR 2022

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A3410-54320	UTILITIES-GAS/ELECTRIC/OIL	\$4,872	
A7030-54320	UTILITIES-GAS/ELECTRIC/OIL	\$556	
A7055-54320	UTILITIES-GAS/ELECTRIC/OIL	\$10,510	
A7180-54320	UTILITIES-GAS/ELECTRIC/OIL	\$3,941	
A1990-55940	CONTINGENCY RESERVE		\$18,290
A7055-55442	TRAINING EXPENSES		\$1,589

Reason for Transfer:

TO RE-ALLOCATE UNEXPENDED BUDGET TO PROVIDE
BUDGET AVAILABILITY TO VARIOUS OTHER FUND LINES

Department Head Signature:

Michael A. Piccirillo

Digitally signed by Michael A. Piccirillo
DN: cn=Michael A. Piccirillo, o=City of Glen
Cove, email=mpiccirillo@glencove.ny.gov, c=US
Date: 2023.01.11-08:33:46 -0500

Date: JANUARY 11, 2023

City Controller Approval:

Date: JANUARY 11, 2023

City Council Approval – Resolution Number: _____

Date: _____



ENGINES • PARTS • TRUCK & EQUIPMENT REPAIR

20 Beechwood Avenue, Port Washington, NY 11050

- Diesel, Gas & Natural Gas
- Complete Engine Mach
- Truck & Industrial Part
- Full Service Truck & Eq
- NYS Heavy Duty / Diesel inspection station

60

January 9, 2023

Mr. Derek Heller
City Of Glen Cove
9 Glen Street
Glen Cove, NY 11542

RE: 2004 International 4300

- ✦ International DT466E, In-Frame Engine Overhaul, To Include; Supply & Install (6) Cylinder Kits; Consisting Of Cylinder Liners & Seals, Pistons, Piston Pins & Retainers & Piston Ring Sets, Main Bearings, Connecting Rod Bearings, Upper Engine Gasket Set & Oil Pan Gasket, Remanufactured Cylinder Head With All New Injector Tubes, Valve Guides & Valve Stem Seals, Remanufactured Fuel Injectors, New Thermostat, Engine Lube Oil & Filters, Fuel Filter(s), Coolant & All Required Labor To Perform The in-Frame Engine Overhaul ... \$13,985.00
- ✦ Updated Fuel Injector Harness ... \$693.81
- ✦ Updated Fuel Injector Harness Bolts (8) ... \$8.82 each.
- ✓ Total For Above Proposal ... \$14,749.81
- ✓ Industry Core Acceptance Standards Apply; All Major Castings Must Be Crack Free
- ✓ Senders, Sensors, Emissions Related Items, Fuel Related Items Will Be Additional If Required Or Requested
- ✓ Any Additional Parts Required, Other Than Listed Above Will Be Additional If Required Or Requested
- ✦ Limited Warranty To Extend For A Period Of 1 Year, No Limitations On Mileage and/or Hours



City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET TRANSFER FORM

DEPARTMENT: DPW-ROADS

BUDGET YEAR 2022

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A5110-51120	HOURLY	\$3,300	
A5110-51140	OVERTIME	\$9,275	
A5110-54324	GENERAL SUPPLIES	\$1,000	
A5110-54380	UTILITIES STREET LIGHTING	\$7,250	
A5110-55420	REPAIRS & MAINTENANCE	\$4,750	
A5110-51101	ANNUAL SALARIES		\$25,575

Reason for Transfer:

TO RE-ALLOCATE UNEXPENDED BUDGET BETWEEN
FUND LINES TO PROVIDE FUND AVAILABILITY

Department Head Signature:

Michael A. Piccirillo

Digitally signed by Michael A. Piccirillo
DN: cn=Michael A. Piccirillo, o=City of Glen
Cove, email=mpiccirillo@glen Cove, c=US
Date: 2023.01.13 14:42:31 -0500

Date: JANUARY 13, 2023

City Controller Approval:

Date: JANUARY 13, 2023

City Council Approval – Resolution Number: _____

Date: _____



ENGINES • PARTS • TRUCK & EQUIPMENT REPAIR

20 Beechwood Avenue, Port Washington, NY 11050

- Diesel, Gas & Natural Gas Engine Remanufacturing
- Complete Engine Machine Shop Services
- Truck & Industrial Parts
- Full Service Truck & Equipment Repair
- NYS Heavy Duty / Diesel Inspection Station

Acknowledged & Accepted By _____

Purchase Order # _____

Date _____

Work will commence upon signed order instructing us to proceed.

All quotations, plus State or Local taxes where applicable

All quotations are valid for thirty days