



PARCEL LOCKER PURCHASE AGREEMENT

Section (A) Office Information

Office Number	Office Name	Phone #	Date Submitted

Section (B) Billing Information

Company Name	SNOHOMISH COUNTY INFORMATION SERVICES		
DBA			
Billing Address	3000 ROCKEFELLER AVE		
City State Zip+4	EVERETT	WA	98201-4071
Contact Name	Melodie McCann	Phone	(425) 388-3679
Contact Title	Supervisor Imaging Services/Print Shop/Mail Room		
Email Address	melodie.mccann@snoco.org	PO#	

Section (C) Installation Information (if different from billing information)

Company Name	SNOHOMISH COUNTY INFORMATION SERVICES		
Installation Address	3000 ROCKEFELLER AVE		
City State Zip+4	EVERETT, WA 98201-4071		
Contact Name	Melodie McCann	Phone	(425) 388-3679
Contact Title	Supervisor Imaging Services/Print Shop/Mail Room		
Email Address	melodie.mccann@snoco.org		
Main Post Office		PO-5 Digit Zip Code	

Section (D) Purchased Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)	Price		
1	1	CQ-STARTER-CR-D13	Starter 13 Double Tower CR SG	\$12,345.00	
2	1	CQ-A0133526	Router-HAP AC2 Plug US	\$204.00	
3	5	CQ-ADDER-D18	Adder 18 Double Tower	\$19,925.00	
4	2	CQ-ADDER-D12	Adder 12 Double Tower	\$7,780.00	
5	16	CQ-A0136370	Wall Anchoring Set (2 per tower)	\$304.00	
6	3	CQ-4135525N	RJ45 Lan Cable 5m Shielded 5E STP	\$28.50	
7	1	CQ-A0134587	CQ-15 Extension Cord	\$17.10	
8	1	CQ-TRAINING	Customer Training	\$950.00	
9	1	CQ-INSTALL-STARTER	Locker Installation Starter Tower	\$950.00	
10	7	CQ-INSTALL-ADDER	Locker Installation Adder Tower	\$2,394.00	
11	16	CQ-PROSVCS	PP- Professional Services	\$3,808.00	
12	1	CQ-SITESUR	PP- Site Survey	\$475.00	
13		CQ-LSUB-1	PP Locker Software Subscription (subscription, support, and maintenance annual charges below)		
14		HE-MAINTENANCE	Parcel Locker On Site Support (First year is free, Year 2 cost is \$1002/year)		
15					
16					
17					
18					
19					
20					
21					
Software Subscription Billing Frequency		Annual Equipment Maintenance	\$0.00	Equipment Subtotal	\$49,180.60
<input type="checkbox"/> Monthly		Annual Software Support	\$750.00	Shipping	\$0.00
<input type="checkbox"/> Quarterly		Annual Software Subscription	\$1,402.20	Installation	
<input checked="" type="checkbox"/> Yearly		Annual Depot Repair		Total	\$49,180.60

Section (E) Service Products (Check all that apply)

Maintenance – Standard
 Software Support for Premise (non-cloud) Solutions
 Installation and Training

Section (F) Approval

Pursuant to RFP-22-037BC-S, this document consists of a Parcel Locker Purchase Agreement, Attachment A – Parcel Locker Pre-Installation Worksheet (to be fully completed and confirmed by Quadiant and County at project kickoff), and a Parcel Locker Maintenance Agreement with Quadiant, Inc. (collectively the “Agreement”). The Agreement will become binding on the companies identified above after the Agreement is fully executed by both parties.

Ken Klein
Executive Director

COUNCIL USE ONLY	
Approved	<u>5/10/2023</u>
ECAF #	<u>2023-0421</u>
MOT/ORD	<u>Motion 23-164</u>

Authorized Signature – Snohomish County (Customer)	Print Name and Title	Date Accepted
<i>Austin Maddox</i>	Ken Klein Executive Director	04 / 17 / 2023
Accepted by Quadiant, Inc, and its Affiliates		Date Accepted

Parcel Locker Purchase Agreement

In this Product Purchase Agreement (the “Purchase Agreement”), the words “You,” “You,r” and “County” mean the entity that is the Customer identified in the Parcel Locker Purchase Agreement (“Purchase Agreement”). “We,” “Us,” “Contractor,” and “Our” mean the seller, Quadi^{ent},Inc.

- 1. Purchase of Products.** You agree to purchase from Us the hardware products listed on the Purchase Agreement, together with all existing and future accessories, attachments, replacements, and additions (collectively the “Products”) upon the terms stated herein.
- 2. Payment Terms.** You promise to pay to Us the amounts shown on the Purchase Agreement, plus all other amounts stated herein. Payment is due thirty (30) days after receipt of a properly executed invoice. We may charge You interest on any unpaid amounts at the lesser of eighteen percent (12%) per year or the maximum amount permitted by law. In addition, if any check is dishonored, You shall pay Us Our then-current fee for checks returned unpaid.
- 3. Shipping; Delivery; and Security Interest.** Products shall be shipped from Our shipping dock, freight collect to the Delivery Address specified on the Purchase Agreement or, if no such location is specified, to Your Invoice Address. Your acceptance of the Products occurs upon delivery of the Products. Title and risk of loss shall pass to You upon delivery to the first common carrier. You will pay all costs relating to transportation, delivery, duties, and insurance. You hereby grant to Us a purchase money security interest covering each shipment of Products made hereunder (and any proceeds thereof) in the amount of Our invoice until payment in full is received by Us.
- 4. Software.**
 - a) In order for Customer to operate the Products, it will need to access certain software as specified on the Purchase Agreement (the “Software”) for which Customer shall pay the subscription fee identified on the Purchase Agreement (the “Software Subscription Fee”). Access to the Software is necessary to enable, among other things, reporting capabilities, the ability to send notifications, and the ability to generate PIN codes to allow parcel recipients (“Recipients”) access to the shipments and otherwise for the general operation of the Products. The initial subscription term for the Software is one (1) year unless otherwise agreed by the parties in the Purchase Agreement and commences thirty (30) calendar days following the shipment of the Products (the “Initial Software Term”). After the Initial Software Term, the Software subscription automatically renews for additional one-year periods (each a “Software Renewal Period”) until Customer give written notice to Quadi^{ent} of its desire not to renew the Software subscription at least sixty (60) days prior to the end of the then-current Initial Software Term or Software Renewal Period. For each Software Renewal Period, the Software Subscription Fee shall increase no more than five-percent (5%). Please note that, if Customer does not maintain a subscription to the Software, it may not be able to use the Products. If Customer fails to timely pay the Software Subscription Fee, Quadi^{ent} may suspend Customer’s access to the Software until all outstanding fees are paid in full.
 - b) Only Customer and its employees, contractors and agents may access or use the Software with such use being solely for Customer’s internal business purposes in connection with the operation and maintenance of the Equipment. Customer may not allow any service bureau, time-sharing, renting, leasing, outsourcing, reselling, or sublicensing of the Software. Customer may not, and may not allow any third party to: (a) copy, translate, create a derivative work or, reverse engineer, reverse assemble, disassemble, or decompile the Software or any part thereof, or otherwise attempt to discover any source code of the Software; (b) modify the Software in any manner or form without Quadi^{ent}’s prior written authorization or use such unauthorized versions of the Software for any purpose; (c) use the Software in a manner that is contrary to applicable law or in violation of any third party’s rights of privacy, publicity, intellectual property, or other proprietary rights; (d) use the Software to publish, post, upload or otherwise transmit any virus, Trojan horse, worm, time bomb, malware, ad ware, malicious code, or any other code that may reasonably allow for the access, control, hijacking, or lockout of the Software or any data or any of Quadi^{ent}’s systems, hardware, network or infrastructure; and (e) circumvent any security controls or proprietary notices appearing in the Software.
- 5. Warranty.** We warrant that the Products shall be free from design, material, and manufacturing defects for twelve (12) months after delivery.
- 6. Taxes.** You agree to pay for all applicable taxes related to the sale of any Products to You, as well as any taxes applicable to Your possession, and/or use of the Products.
- 7. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED HEREIN, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCTS, SOFTWARE, HARDWARE, OR SERVICE, OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT, OR OTHERWISE.

- 8. Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS PURCHASE AGREEMENT, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU. UNDER NO CIRCUMSTANCES WILL WE HAVE ANY LIABILITY FOR ITEMS THAT YOU OR OTHERS MAY STORE IN THE PRODUCTS.
- 9. Assignment.** No right or interest in this Purchase Agreement may be assigned by You, without Our prior written consent.
- 10. Notice.** All notices, requests and other communications hereunder shall be in writing, and shall be addressed to You or Us, as applicable and shall be considered given when (i) delivered personally, or (ii) sent by commercial overnight courier with written verification receipt.
- 11. Subscription Service.** You understand and acknowledge that, in order to function properly, the Products require that You subscribe to certain services as specified on the Purchase Agreement (the "Services"). The Services are necessary to enable, among other things, reporting capabilities, the ability to send notifications, and the ability to generate PIN codes to operate the Products. The initial subscription term for the Services and the fee for such period are specified on the Purchase Agreement (the "Initial Term"). After the Initial Term, the Services shall automatically renew for additional one-year periods (each a "Renewal Period") until You give us written notice of Your desire not to renew the Services at least sixty (60) days prior to the end of the then-current Renewal Period. You agree to pay Our then-current price for the Services for each Renewal Period.
- 12. Integration.** This Purchase Agreement represents the final and only agreement between You and Us regarding Your purchase of the Products. There are no unwritten oral agreements between You and Us. This Purchase Agreement can be changed only by a signed, written agreement between You and Us.
- 13. Severability.** In the event any provision of this Purchase Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.
- 14. Advertising.** With the written permission of the Customer, Quadient may use Customer's name, logo, and photographs of the Product(s) at Customer's location, in all forms of media, for the express purpose of publicizing Customer's use of Quadient's Parcel Lockers.
- 15. Waiver or Delay.** A waiver of any default hereunder or of any term or condition of this Purchase Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Purchase Agreement.
- 16. Compliance.** Each party hereby represents and warrants that it will fully comply with all applicable federal, state and local laws, codes, and government regulations in connection with this Agreement. Without limiting the foregoing, You agree to obtain any permits, licenses, or similar authorizations that may be required in connection with the installation or operation of the Products. You acknowledge that the Products contain software provided by third parties and that You will abide by any license agreement applicable to such software.
- 17. Choice of Law; Venue; and Attorney's Fees.** This Purchase Agreement shall be governed under the laws of the State of Washington, without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in the State of Washington. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Purchase Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Purchase Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.
- 18. Insurance Requirements.** The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.
- a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.
- By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.
- c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

19. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

20. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

21. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

22. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

23. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

24. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual

because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

25. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

26. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement ("Confidential Information"). The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information. The term "Confidential Information" as used in this Agreement shall not include information that: (i) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Agreement, act or omission by Contractor or any of its representatives; (ii) at the time of disclosure is, or thereafter becomes, available to Contractor on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to Contractor by any legal, fiduciary, or contractual obligation; (iii) was known by or in the possession of Contractor, as established by documentary evidence, prior to being disclosed pursuant to this Agreement; or (iv) was or is independently developed by Contractor, as established by documentary evidence, without reference to or use of, in whole or in part, any of Disclosing Party's Confidential Information. Nothing in this Agreement shall prevent Contractor from disclosing Confidential Information to the extent it is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, Contractor shall, to the extent permitted by law

27. Data on Termination. Upon termination of this Agreement, Contractor shall, within three (3) business days following the termination of this Agreement, provide County, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), with a final extract of the County Data in a mutually agreed to format. Further, Contractor shall certify to County the destruction of any County Data within the possession or control of Contractor, but such destruction shall occur only after the County Data has been returned to County. This Section shall survive the termination of this Agreement.

Parcel Locker Maintenance Agreement

In this Parcel Locker Maintenance Program Agreement (the "Agreement"), the words "You," "Your," and "County" mean the entity that is the Customer identified in the Parcel Locker Purchase Agreement ("Purchase Agreement"). "We," "Us," "Contractor," and "Our" mean the seller, Quadient, Inc.

1. **Coverage.** Maintenance services, as described herein, will be provided for the parcel locker(s) ("Product") at the Delivery Location. We agree to provide the parts and labor associated with the ordinary maintenance of the Product as required due to normal wear and tear for a maximum of up to sixteen (16) hours per year, as well as the help desk support services described below ("Maintenance Services"). After We have performed sixteen (16) hours of Maintenance Services, We shall bill You at Our then-current rate for any additional labor and any parts in connection with any additional services that it performs. Maintenance Services do not include consumable parts and/or wearable parts, if any, as defined by Us. Maintenance Service time shall be measured from the time the service personnel arrive on site to the time they depart. Travel time shall not be included in the allotted Maintenance Service time. Maintenance Services also include up to one (1) preventative maintenance call per year which We shall provide upon request from You. We may, at Our option, designate a third party to provide Maintenance Services. We, in Our sole discretion, may service the Product by replacing it with new or like-new Product; provided that such replacement is substantially similar to the Product. Maintenance Services will be provided between the hours of 8:30 a.m. and 5:00 p.m. on weekdays (excluding holidays) local time based on the location of the Product ("Normal Working Hours"). Any parts that are replaced by Us while performing Maintenance Services become the property of Us.

2. **Help Desk Support.** We will provide You with Unlimited telephone support for the Product during weekdays between the hours of 8:30 a.m. and 5:00 p.m. Pacific Standard Time (excluding holidays).

3. **Payment and Fees.** You shall commence paying for the Maintenance Services within 30 days of the Product being installed and receipt of a properly executed invoice. All fees for Maintenance Services ("Maintenance Fees") on purchased Products are invoiced annually, in advance. The initial Maintenance Fees are set forth on the Purchase Agreement. In addition to the Maintenance Fees, You agree to pay: (a) for labor, parts, and expenses for any maintenance or repair that is part of an Excluded Service (as defined below); (b) for travel expenses for any on-site maintenance services that in Our opinion are deemed unnecessary; (collectively "Additional Charges"). All Additional Charges shall be at Our then-current published rates for time and materials. Additional Charges for maintenance services that are deemed unnecessary shall include travel expenses (including travel time, gas, tolls, mileage, etc.) All payments for Maintenance Services and Additional Charges are nonrefundable. We may adjust the Maintenance Fees at the end of the Initial Maintenance Term (as defined below) and any renewal term. Fees will not exceed a 4% increase over previous term.

4. **Term.** Unless otherwise specified in the Agreement, the initial term of these Maintenance Services is one (1) year (the "Initial Maintenance Term"). Unless You provide sixty (60) days written notice to Us prior to the end of the Initial Maintenance Term, or any renewal term, the Maintenance Services shall automatically renew for an additional one (1) year term at Our then-current rate for such service.



5. Requesting Maintenance Services. In order to receive Maintenance Services on the Product, You must notify Us of a need for service by contacting Us or, if directed by Us, another authorized service provider, in the manner directed by Us. We may, in Our sole discretion, attempt to resolve Product performance issues over the telephone. If We determine that on-site service is necessary, We shall provide such on-site service in accordance with the terms set forth herein.

6. Exclusions from Coverage. Maintenance Services do not include:

- De-installation of the Product, or moving the Product (however, these services are available for an additional fee);
- Services provided outside of Normal Working Hours (however, service is available outside of those hours for an additional fee);
- Maintenance or repairs made necessary by Your failure to maintain or use the Product in conformance with the manufacturer's specifications;
- Maintenance or repairs made necessary by changes in the design of the Product made by You or mechanical, electrical, or electronic interconnections, or the attachment of other parts or components to the Product by You;
- Maintenance or repairs made necessary by vandalism, accidents or natural disasters;
- Maintenance or repairs made necessary by Your negligence or willful misconduct;
- Maintenance or repairs made necessary by software that is installed in the Product by You (and not at Our direction);
- Maintenance or repairs made necessary by changes to the Product made by You or anyone other than Us or Our authorized service representatives;
- Damage or repair necessitated by relocation of the Product except to the extent such relocation was done by Us or our authorized service representatives;
- Maintenance or repairs made necessary by the use of parts, consumables, or other supplies that do not comply with the manufacturer's specifications;
- Recovery of any data stored within the Product or the maintaining of any back-up data;
- Rebuilding or major overhauls to the Product which We determine are necessary ("Reconditioning"); and
- Any assistance with obtaining any permits, licenses, or similar authorizations that may be required in connection with the installation or operation of the Product (however, such service is available for an additional fee).

All of the foregoing are "Excluded Services." Excluded Services also include operator training beyond the initial training provided by Us upon installation. In the event You request Us to perform an Excluded Service, You shall pay Us Our then-current hourly rate for those services (including travel time), as well as Our then-current price for any parts required in connection with such services.

7. Your Other Obligations. You agree to maintain the Product in accordance with the manufacturer's published specifications. You are solely responsible for all data stored on the Product and making copies of all such data prior to Us performing Maintenance Services. You shall provide a suitable environment for the Product (including appropriate electrical and internet connections) as specified by



the manufacturer. You shall allow Us full and free access to the Product and the use of necessary data communications facilities and equipment at no charge to Us. You shall not cause modifications or interconnections to be made, or accessories, attachments, or features to be added to the Product without Our prior written approval.

8. Termination. We may terminate the Maintenance Services, upon written notice to You, if: (i) You default on any payment due under this Agreement; (ii) the Product is modified, damaged, altered or serviced by personnel other than Us or Our authorized service representatives; (iii) parts, accessories, consumables, supplies, or components not meeting machine specifications are used with the Product; (iv) any services are necessary because You have done (or failed to do) something that requires the performance of an Excluded Service; or (v) You decide not to proceed with any Reconditioning that is deemed necessary by Us.

9. Disclaimer. We shall not be liable in any manner for any property that may be stored within the Product.

The parties have caused this Parcel Locker Maintenance Program Agreement to be executed by their duly authorized representatives on the date(s) shown below.



Attachment A

CUSTOMER NAME
SNOHOMISH COUNTY- PARCEL LOCKER PRE-INSTALLATION WORKSHEET

Reseller Information	
Name:	Hyomin Chong
Title:	GAE
Office/District/Dealer:	West
Telephone:	206-636-6567
Cell Number:	
Email:	h.chong@quadient.com

Account/Customer Information	
Customer Name:	SNOHOMISH COUNTY INFORMATION SERVICES
Address:	3000 Rockefeller Ave
Address 2:	
City, State Zip	EVERETT, WA 98201-4046
Phone:	(425) 388-3679
Website:	
Contact Name:	Melodie McCann
Title:	Supervisor Imaging Services/Print Shop/Mail Room
Contact Email:	melodie.mccann@snoco.org
Phone:	(425) 388-3679
Cell:	(425) 309-4360
Additional Information:	<p>Also involved in locker installation and Kick-Off meeting/s: Jose Matthews - jose.matthews@co.snohomish.wa.us</p> <p>As of 4/10/23 – form to be updated by Tom with install site photos and delivery path. And LOGO also needed in jpeg or png file.</p> <p>Final copy will be shared with customer</p>

SITE OVERVIEW

Tom Bauer to receive installation room and delivery path photos and information to include in this section for the Parcel Pending by Quadient Project Team.

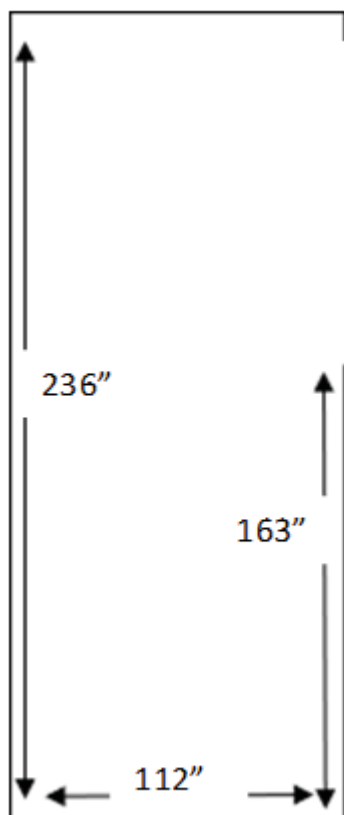
A Parcel Pending locker floor plan will be provided to customer after Elevation (order arrangement of lockers) has been approved by Quadient Installation Manager.

Installation Room photos

Delivery Pathway summary and photos

Below Floor Plan of locker room below provided by customer: 8 towers will be split into 2 banks of lockers. TBD and Elevation (order of towers on which wall) by customer using provided locker layout (elevation) and specification sheets with dimensions. Of 8 towers, can fit 4-5 towers are Left (longer length) wall and 3-4 on Right wall. Each bank of lockers facing each other. Then to be approved by Installation Manager

*****PP Installation Manager will need to determine and ship extra power and data cords (free of charge) to technician before installation. To be determined on Kick-Off call.**



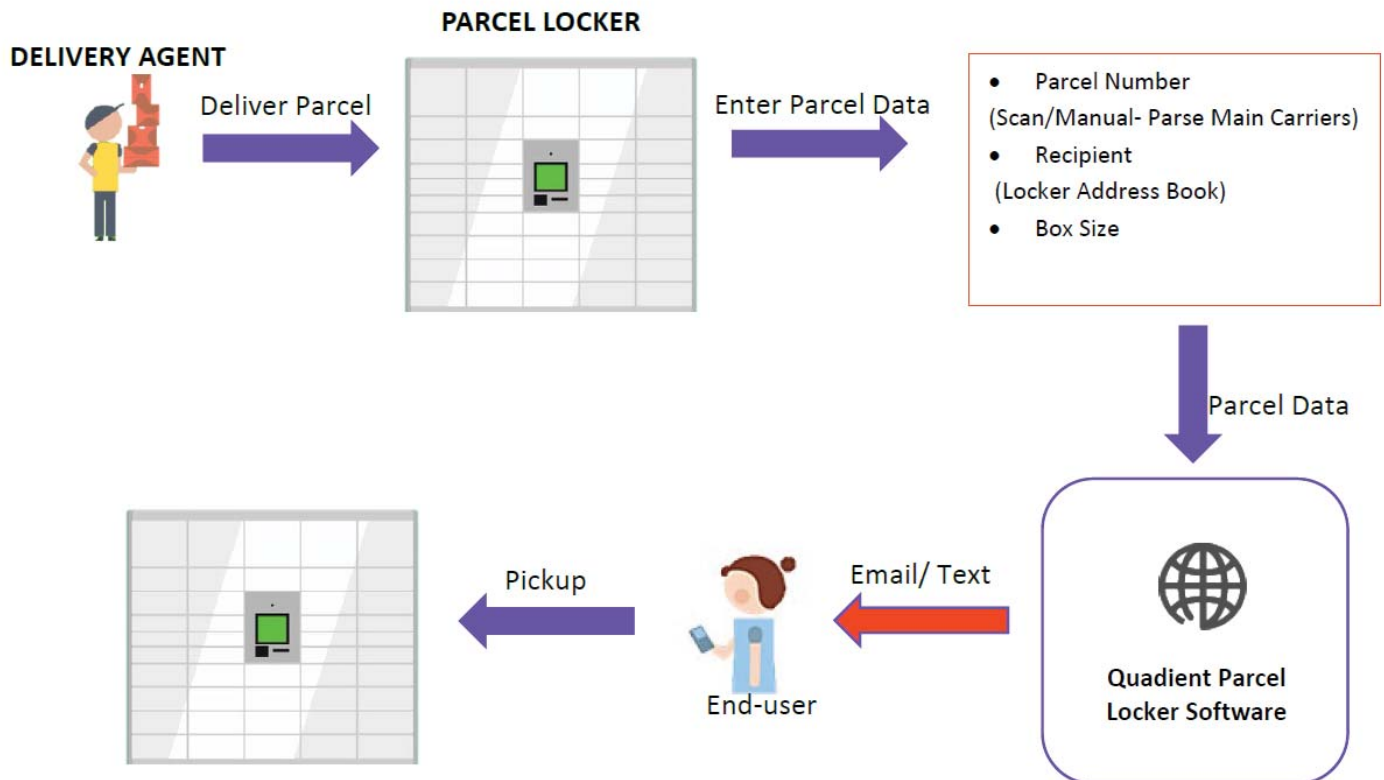
**** desired Elevation (layout of Lockers) will be presented to Installation Manager for approval, then Floor plan will be provided**

WORKFLOW OVERVIEW

Use Case: Incoming packages (mostly) and internal IT Asset distribution to employees

Workflow:

- incoming pkgs loaded into locker by couriers and/or internal staff
- notification messages go to end user (or a department) for pick-up
- (when pkgs being delivered to a Department, customer may use email distribution list for multiple people to receive notifications)
- End user receives notification and picks up package



LOCKER HARDWARE CONFIGURATION(S)

Indoor 8 Tower system (SPLIT into 2 locker banks)
D13 + (5) D18 + (2) D12

Elevation (layout) is not as below. It will be split into 2 banks of lockers on opposing walls in the same room. See Floor plan above. Elevation to be determined and floor plan to be approved and provided

Total dimensions (if one bank) = 316" W x 80" H x 24" D (each tower is 39.5" W x 80" H x 24" D)



LOCKER DETAIL

Options	Description	Default Option	Answer
Template A,B,C,D,G,H,I	Enter the template option the customer wants or enter "CUSTOM" if a custom configuration.	N/A	A
Integration with Tracking Partner	Expected Integration Partner?	N/A	No
Notification Sender	Will the notifications be handled by lockers or integrated partner? <i>*Integrated Solution Only</i>	Integrated Partner	Lockers

Parcel Expiration	The expiration of a parcel once it is put in the lockers. Will be Day 0 plus days in, expires at midnight.	5 days	5 days (Mon-Fri only)
Announcement Mode	Select mode below Mandatory - Announcement in NISS or by Integration Optional - Can announce or direct deliver to lockers <i>(requires address book at lockers)</i> Concierge - Address book on Lockers with direct delivery only	N/A	Concierge
Address Book Input	<ul style="list-style-type: none"> • Customer Manual Upload • Automated upload via SFTP <ul style="list-style-type: none"> ◦ CSV file • N/A (No Address Book) 	Manual	SFTP
REMINDER Notification	This is how often the reminder will go out based on when the package is put in the lockers. Max is 3 reminder notification.	24;48;72	24;48;72
SMS	Will the customer be using texts for notifications?	NO	YES
Dropoff	Will the customer be accepting drop offs (returns) at the locker?	NO	NO
Email Templates	<ul style="list-style-type: none"> • Lockers <ul style="list-style-type: none"> ◦ Default ◦ Custom (additional cost) • Integrated Partner 	Lockers Default	default
Email Contact Info	What contact information do you want on the email template for replies?	Mailroom email address	SIS-PrintShop-MailRoom.Requests@co.snohomish.wa.us

Sender Name and Email address	<ul style="list-style-type: none"> • no-reply@packcity.com • Customer Preferred Email <ul style="list-style-type: none"> ○ Customer IT will have to set SPF record on their email server: technodiva.com 	no-reply@packcity.com	no-reply@packcity.com
Email Logo	<ul style="list-style-type: none"> • Default • Custom 	Default	To be provided in jpeg or png
Locker Screen Branding	<ul style="list-style-type: none"> • Default • Custom (additional cost) <ul style="list-style-type: none"> ○ Logo ○ Colors 	Default	default
Signature on Locker Screen to Pick up	<ul style="list-style-type: none"> • Yes • No 	No	YES

Custom Email Templates

(Insert Custom Email Templates Here if Required)

Delivery

Reminder

Collected Expired

Locker Bank Information

FOR EACH LOCKER BANK FILL OUT THE FOLLOWING TABLE.

Locker Bank	Locker Bank Name	Locker Bank Location Full Address	Indoor/Outdoor
1	Admin West Mailroom lockers	3000 Rockefeller Avenue Everett, WA 98201	Indoor
2			

3			
4			
5			

ADDITIONAL COMMENTS AND PICTURES

To be provided by Snohomish County days from 4/10/23 call

1. LOGO in jpeg or png file – will go on package notification messages.
2. Site photos of installation room. A few photos from distance and of each wall (marked or file named wall by dimensions). And:
 - Desired layout of lockers using locker elevation & spec sheets
 - Can possibly use existing electrical outlet for control tower.
 - Both elevation (layout) and outlet/Main Locker Control Tower location will be reviewed by Install Manager for approval and a locker floor plan will be provided to customer by Quadiant.
 - Do not request work order for Power and Data outlets installation until after Kick-Off call meeting, Date TBD. There will be several weeks to get outlets installed after this meeting.
3. Delivery Path information – a generalized summary (a few photos would be appreciated)
 - if loading dock, floor to floor, or if stairs or elevators involved, hallway with X # of doorways with dimensions


**Signature is not required on this form, per Quadiant Parcel Locker Team

PROJECTED TIMELINE:

Requested Site Survey Timeline	
Requested Install Timeline	ASAP after order is placed, TBD by Quadiant Project Manager - depending on site readiness, outlets, etc. As early as 8 weeks (8-12 standard) after order is in que to Project Team.

Signature Certificate

Reference number: PM7QF-PFAVC-4GGYG-TUF6J

Signer	Timestamp	Signature
Austin Maddox Email: a.maddox@quadiant.com Sent: 14 Apr 2023 19:35:31 UTC Viewed: 17 Apr 2023 14:56:03 UTC Signed: 17 Apr 2023 14:56:54 UTC		
Recipient Verification: ✓Email verified	17 Apr 2023 14:56:03 UTC	IP address: 107.122.105.125 Location: Maitland, United States

Document completed by all parties on:
17 Apr 2023 14:56:54 UTC

Page 1 of 1



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