

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and One Diversified, LLC on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Sub-Services Coverage Agreement”, consisting of a total of nine (9) pages, and the date of June 12, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 12th day of June, 2025.

President of the City Council of
The City of Huntsville, Alabama

APPROVED this the 12th day of June, 2025.

Mayor of the City of
Huntsville, Alabama



SUB-COVERAGE SERVICES AGREEMENT

April 9, 2025

CITY OF HUNTSVILLE

308 Fountain Circle SW
Huntsville, AL 35801

CITY OF HUNTSVILLE - Barco Renewal 2025 2027

President of the City of the
City of Huntsville, AL

Date: June 12, 2025



ARTICLE I. SUB-COVERAGE SERVICES AGREEMENT

This Sub-Coverage Services Agreement (hereinafter, the "**Agreement**") is between **One Diversified, LLC** (hereinafter "**Diversified**"), and CITY OF HUNTSVILLE (hereinafter, "**Client**") for the sub-coverage services defined below.

Attn: Jeffery Birdwell

Email: jeffrey.birdwell@huntsvilleal.gov

The Services Terms and Conditions of Sale set out in Exhibit A are attached hereto and incorporated herein. The terms and conditions set forth in this Agreement shall control if there are different or additional terms in any Client purchase order form.

ARTICLE II. SUMMARY OF SERVICE

Sub-Coverage Manufacturer –Client shall maintain complete ownership of managing extended warranty coverage, encompassing both the manufacturer warranty and its associated terms and conditions. Client shall liaise with the manufacturers in addressing any equipment issues necessitating repair or replacement. Diversified bears no responsibility for the manufacturers' compliance with the warranties or the timeframe within which such issues are resolved.



ARTICLE III. AGREEMENT TERM AND PRICE

Section III.1 TERM

The coverage for **Barco** under this Agreement shall be effective as of **May 15th, 2025** and shall be expiring on **May 14th, 2027** unless earlier terminated in accordance with the terms herein.

Total Contact Price: \$ 28,754.87

Qty	Description	Total Price
1	Essential Care 5/15/2025-5/14/2026	\$6,340.63
1	Essential Care 5/15/2026-5/14/2027	\$6,657.66
1	Software Care 5/15/2025-5/14/2026	\$7,878.29
1	Software Care 5/15/2026-5/14/2027	\$7,878.29
	Total Due	\$28,754.87

Part Number	Part Description	Qty
K9303075B	NGS-D320 Pro US	21
C9826144	MNA-240 RACKMOUNT KIT 19"	1
R9811011B	EMS-110 Media Server US	1
R9811001B	NAN-110 Audio Node US	1
R9811009B	TFN NSD-110 Single Display Controller US	6
R9836340	Enterprise Server R340-D1	2
R983634099	R340/R350 SLIDING RAILS & CABLE MGNT ARM	2
R9822000B	NDN-220 PRO TransForm N Display Node US	4
	Software Care	
R9832699	TFN CMS2 Sidebar License	4
R9832698	TFN CMS2 Display License	7
R9832702	TFN CMS2 Viewer License	52
R9832703	TFN CMS2 Legacy API License	1
R9832711	TFN CMS2 AFO Redundant Connector	1
R9832708	BCD CMS2 SRV LIC. 1-16 CON	2
R9832728	CMS Proxy	1
R9832699	TFN CMS2 Sidebar License	1



List of serial numbers of covered equipment

Part Number	Part Description	Serial Number
R9867500B	UNI-0005 View500n US	3290017496
R9867500B	UNI-0005 View500n US	3290017497
R9867500B	UNI-0005 View500n US	3290017498
R9867500B	UNI-0005 View500n US	3290017499
R9867500B	UNI-0005 View500n US	3290017500
R9867500B	UNI-0005 View500n US	3290017501
R9867500B	UNI-0005 View500n US	3290020557
R9867500B	UNI-0005 View500n US	3290020558
R9867500B	UNI-0005 View500n US	3290020559
R9867500B	UNI-0005 View500n US	3290020560
R9867500B	UNI-0005 View500n US	3290020561
R9867500B	UNI-0005 View500n US	3290020562
R9867500B	UNI-0005 View500n US	3290020233
R9867500B	UNI-0005 View500n US	3290020232
R9867500B	UNI-0005 View500n US	3290020231
R9867500B	UNI-0005 View500n US	3290020230
R9867500B	UNI-0005 View500n US	3290020229
R9867500B	UNI-0005 View500n US	3290020227
R9867500B	UNI-0005 View500n US	3290017466
R9867500B	UNI-0005 View500n US	3290017467
R9867500B	UNI-0005 View500n US	3290017468
R9867500B	UNI-0005 View500n US	3290017469
R9867500B	UNI-0005 View500n US	3290017470
R9867500B	UNI-0005 View500n US	3290017471
R9867500B	UNI-0005 View500n US	3290017513
R9867500B	UNI-0005 View500n US	3290017512
R9867500B	UNI-0005 View500n US	3290017511
R9867500B	UNI-0005 View500n US	3290017510
R9867500B	UNI-0005 View500n US	3290017509
R9867500B	UNI-0005 View500n US	3290017508
R9867500B	UNI-0005 View500n US	3290020221
R9867500B	UNI-0005 View500n US	3290020222
R9867500B	UNI-0005 View500n US	3290020223
R9867500B	UNI-0005 View500n US	3290020224
R9867500B	UNI-0005 View500n US	3290020225
R9867500B	UNI-0005 View500n US	3290020226
R9867500B	UNI-0005 View500n US	3290017472
R9867500B	UNI-0005 View500n US	3290017473



R9867500B	UNI-0005 View500n US	3290020657	9/11/2021
R9867500B	UNI-0005 View500n US	3290020658	9/11/2021
R9811016B	WME-110 Video Wall Manager Edge US	2530602763	9/16/2021
R9811016B	WME-110 Video Wall Manager Edge US	2530602765	9/16/2021
R9811016B	WME-110 Video Wall Manager Edge US	2530607354	9/16/2021
R9811016B	WME-110 Video Wall Manager Edge US	2530607355	9/16/2021

Sales tax is not included in the Agreement price set out above. If Client is tax exempt, please provide a valid tax-exempt certificate with this signed proposal. This proposal is only valid for thirty (30) days from the proposal date set out on the cover page of this Agreement.

Section III.2 PAYMENT

Payment: Payment is to be made in one (1) installment. The invoice will be presented by Diversified upon Client's signing of the Agreement and will be due and payable within thirty (30) days thereafter.

All payments for services hereunder are non-refundable.



EXHIBIT A: SERVICES TERMS AND CONDITIONS OF SALE

Diversified: Diversified shall provide the sub-coverage services and/or equipment ordered by Client as set out in the Agreement. As used throughout this Agreement, any sub-coverages services shall be referred to as the "**Services**"; and any covered equipment shall be referred to as the "**Equipment**". Diversified may provide additional services or equipment beyond those described in the Agreement if the parties mutually agree in writing to such services and document any additional work via an executed change order. Services and/or equipment not specifically described in the Agreement shall be the responsibility of Client or other third parties engaged by Client.

Prevailing Terms and Conditions: By signing this Agreement, Client represents and acknowledges that he/she has fully read, understands, and accepts the terms of this Agreement, including the terms and conditions included herein. There are no warranties, representations or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth in this Agreement.

Taxes: The charges listed in this Agreement do not include taxes, duties or other assessments. Client will be responsible for and will reimburse Diversified for all taxes or similar charges that are related to this Agreement or to payments made under this Agreement, other than taxes imposed on the net income of Diversified (collectively, "**Taxes**"). If Client is required by law to make any deduction or withholding of Taxes from any payment due to Diversified under this Agreement, Client will (i) timely and properly prepare and submit any necessary filings and remit such Taxes to the appropriate taxing authority, (ii) provide Diversified with receipts evidencing Client's withholding and payment of the appropriate tax in a timely manner, and (iii) increase each payment related to this Agreement to the extent necessary to ensure that Diversified actually receives the amount that Diversified would have received if such payment had not been subject to Taxes.

Effective Date: The Agreement shall commence upon the date identified in Article III of the Agreement. No Services or work on the covered Equipment may be performed prior to the commencement of the Agreement.

Expiration: The Agreement shall expire on the date stated in Article III of the Agreement, unless earlier terminated as set forth herein.

Termination for Material Breach: Either party may terminate this Agreement if the other Party breaches any material provision of the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from the non-breaching party describing the breach in detail, except for a breach regarding failure to pay amounts due, in which case the period to cure shall be ten (10) days.

Independent Contractors; No Agency: Each party is and shall act solely as an independent contractor of the other party hereto. Nothing in this Agreement shall be construed to give either party the power or authority to act for, bind, or commit the other party in any way, or, to create the relationship of partners, principal and agent, or joint-venture partners between the parties.

Approval of Orders: This Agreement is subject to acceptance by Diversified including, if appropriate, approval by Diversified Credit Department. Upon request, Client will furnish Diversified such financial information as Diversified may reasonably request for this approval. Diversified may, in its sole discretion, cancel this Agreement at any time if Client fails to meet credit requirements established by Diversified.

Confidentiality: During the course of this Agreement, each party, its employees, subcontractors, officers and agents may receive or have access to Confidential Information of the other party (each, a "**Receiving Party**" when the recipient of Confidential Information, and a "**Disclosing Party**" when the discloser of Confidential Information). In the event the Receiving Party obtains Confidential Information from the Disclosing Party, the Receiving Party agrees to keep such Confidential Information in the strictest confidence and safeguard such information using the same degree of care as it uses to safeguard its own Confidential Information, which in no case shall be less than a reasonable degree of care. Each party's "**Confidential Information**" consists of its business plans and customer lists, pricing, intellectual and proprietary information, any information the Disclosing Party identifies as confidential at the time of disclosure (or if in writing the Disclosing Party marks as Confidential), and any information a reasonable person would consider confidential under the circumstances.

- a) **Mutual Obligations:** The Receiving Party shall (i) not use the Disclosing Party's Confidential Information for any purpose other than the exclusive purpose of fulfilling its obligations under this Agreement; (ii) not use, disclose or otherwise make available to any person or entity (except as permitted herein) any of the Disclosing Party's Confidential Information during the term of this Agreement or thereafter without the prior written consent of the Disclosing Party. (iii) limit access to Confidential Information to those employees, officers, subcontractors and agents on a need to know basis who has first executed a general written agreement committing such person to conduct that would not violate its obligations pursuant to this Agreement; and (iv) be responsible for any breach of this Agreement by employees, subcontractors, officers and agents.
- b) **Exceptions:** Confidential Information will not include information to the extent that: (a) such information is or becomes publicly available other than through any act or omission of the Receiving Party; (b) such information was received by the Receiving



Party from a third party, which third party had no obligation of confidentiality to the Disclosing Party; or (c) such information was in the possession of the Receiving Party at the time of the disclosure without an obligation of confidence, (d) was independently developed by the Receiving Party without access or reference to the Disclosing Party's Confidential Information; or (e) such information is/are required to be disclosed pursuant law, judicial order, or government regulation, provided that, in the event the Receiving Party becomes legally compelled to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall provide to Disclosing Party prompt notice thereof so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

Indemnification: ~~Client shall indemnify, defend and hold Diversified its officers, directors, employees and agents harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and other expenses and fees incurred through appeal, and interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses, including injuries or death, or economic losses, arising out of the Services; provided, however, Client shall not be required to indemnify Diversified for claims where Diversified, its officers, directors, employees or agents are found to be solely responsible by final non-appealable judicial decision for such damages or losses based upon such entity's or person's willful misconduct or gross negligence.~~ Intentionally Omitted

Disclaimer of Warranty; Limitation of Liability: DIVERSIFIED MAKES NO WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES AND/OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT TO THE GREATEST EXTENT PERMITTED BY LAW. DIVERSIFIED SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. DIVERSIFIED SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL DIVERSIFIED'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID DIVERSIFIED UNDER THIS AGREEMENT. Client acknowledges that the Services provided under this Agreement are subject to terms and conditions established by the manufacturer as specified within this Agreement. At the Client's request, Diversified agrees to provide a copy of the manufacturer's terms and conditions applicable to the services covered by this Agreement.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia ~~Alabama~~ without regard to its conflict of law's provisions.

Dispute Resolution: Any controversy, dispute, difference or claim arising or related to this Agreement, including any question concerning its existence, validity, termination, interpretation, performance or enforcement shall be exclusively and finally settled by arbitration. The arbitration proceeding shall be conducted in Atlanta, ~~Georgia~~ State of Alabama, in accordance with the rules of the American Arbitration Association then in effect with one (1) arbitrator to be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator, then the American Arbitration Association shall select an arbitrator from the National Panel of Arbitrators. The parties agree to initially split the costs of any arbitration, but the prevailing party, if any, is entitled to reimbursement for its portion of the arbitration fees. The parties agree that the arbitrator cannot award punitive damages to either party. Judgment upon the award as rendered by the arbitrator may be entered in any court having jurisdiction. Notwithstanding anything herein to the contrary, in the event of an actual or threatened breach of the confidentiality provisions contained herein, the non-breaching party will be entitled, without waiving any other rights and remedies and without obligation to post a bond, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

Assignment: Neither party may assign this Agreement without the prior written consent of the other, though such consent shall not be unreasonably withheld. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

Notice: Any notices required or permitted under this Agreement or required by law must be in writing and must be either: (i) delivered in person; (ii) sent by registered mail, return receipt requested; or (iii) sent by overnight courier with delivery tracking capabilities. Notices to Client shall be sent to the Client's primary contact set out in Article I of the Agreement. Notices to Diversified shall be sent to the following address:

One Diversified, LLC
37 Market Street
Kenilworth, NJ 07033
Attn: General Counsel

Force Majeure: Either party shall be excused from performing hereunder (except for the payment of money) to the extent that it is prevented from performing as a result of any act or event which occurs and is beyond its reasonable control, including, without limitation, acts of God, war, action of a governmental entity, insurrection, hostilities, embargos, blockades, fuel or energy shortages, transportation delays, pandemics, or the inability to obtain necessary labor, materials or utilities from usual sources; provided that the party experiencing the force majeure provides the other with prompt written notice thereof and uses all reasonable efforts to remove or avoid such causes.



Miscellaneous: This Agreement is the entire and integrated agreement between Client and Diversified with respect to the subject matter herein and supersedes all prior negotiations, statements, or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by authorized representatives of both Client and Diversified. If any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. The parties agree this Agreement may be electronically signed or that signatures may be exchanged by electronic means, such as email. The parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

Survival: All terms of this Agreement, which by their nature are intended to survive termination of this Agreement, including without limitation, sections entitled "Contract Price", "Taxes", "Confidentiality", "Indemnification", "Disclaimer of Warranty; Limitation of Liability", "Governing Law", "Dispute Resolution", "Notice", "Miscellaneous", and "Survival", shall survive termination.

Amanda Brooks
Renewal Specialist
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