

**RESOLUTION NO. 25-\_\_\_\_\_**

**BE IT RESOLVED** by the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Statement of Work 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 statement of work is substantially in words and figures similar to that certain document attached hereto and identified as “Assurance Managed Service 2025-2026 Renewal”, consisting of a total of thirty (30) 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 12<sup>th</sup> day of June, 2025.

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

**APPROVED** this the 12<sup>th</sup> day of June, 2025.

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Mayor of the City of  
Huntsville, Alabama



## Statement of Work (SOW)

June 10, 2025

June 10, 2025

June 10, 2025

President of the City of the  
City of Huntsville, AL

Date: June 10, 2025





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## 1 Assurance Managed Services

This Assurance Managed Services Statement of Work (hereinafter the "Statement of Work" or "SOW") between **One Diversified, LLC** (hereinafter "Diversified") and jeffrey.birdwell@huntsvilleal.gov (hereinafter "Client") is entered into effective as of [ DATE ] (the "**Effective Date**").

The following individuals will function as the primary contacts for each party for the Term of this SOW. Any change by either party to its primary contact will be notified to the other party in writing.

Client Primary Contact:

Name: *Jeffery Birdwell*

Phone: (256) 427-5074

Email: jeffrey.birdwell@huntsvilleal.gov



## 2 Summary Of Service

Diversified will provide the following services to Client as further described in this Statement of Work:

Solutions	Summary Description	Standard /Optional
<b>Service Desk Remote Support</b>	The Remote Support Service is a break-fix and resolution service that includes capabilities to remotely support and troubleshoot Client's equipment upon Diversified receiving an incident ticket from Client. This process is possible through Diversified's level 1 service desk, level 2, and level 3 representatives. The service can include accessing a video conferencing system over the internet via remote network access or partner-specific tools to diagnose and fix issues. Remote support allows for quick and convenient problem resolution without needing a technician to be physically present.	Standard
<b>Field Service Onsite Support</b>	The Onsite Support Service refers to technical support and issue resolution services at Client's location. When an issue cannot be resolved remotely by Service Desk and requires physical presence for further troubleshooting and resolution, a field technician will be available onsite to provide technical support, troubleshooting, and resolve the issue, which includes repairing the problem by replacing parts or adjusting the equipment.	Standard
<b>Reporting</b>	Standard reports are delivered as part of the services, providing essential insights into service performance and Client interactions. These reports ensure transparency, track key metrics, and help in maintaining high standards of service delivery by summarizing critical data.	Standard
<b>Preventative Maintenance</b>	Preventative maintenance involves inspecting and servicing Covered Equipment periodically in an effort to ensure it functions correctly and to help prevent future breakdowns.	Optional
<b>Delivery and Governance</b>	The Delivery & Governance service outlines the assignment of a Customer Success Manager (CSM) or Client Delivery Executive (CDE) to oversee Client governance activities. This includes monitoring that Client expectations are met, managing the delivery of services, maintaining communication between Client and Diversified service teams, and addressing any issues that arise during the service period in an effort to ensure successful outcomes and client satisfaction.	Optional

The summary descriptions of the services outlined in the above table are for general informational purposes only.

The detailed descriptions of the applicable services set forth below shall control.



### **3 Contract Term and Price**

#### **3.1 Term**

Effective Date: July 25<sup>th</sup>, 2025  
Expiration Date: July 24<sup>th</sup>, 2026

Any renewal to the Term will be mutually agreed in writing and will include a reference to the Master Services Agreement contract, if one exists, or to this SOW if a Master Services Agreement does not exist.

#### **3.2 Contract Price**

Total One Year Price: \$20,000

Sales tax is not included in this contract price. If Client is tax-exempt, please provide a valid tax-exempt certificate with this signed proposal. This proposal is only valid for sixty (60) days from the date set out on the cover page.

\*\*\*Diversified reserves the right to adjust Labor Rates annually based on a publicly available wage indicator. \*\*\*

#### **3.3 Payment**

All payments under this SOW shall be made in (Currency) and made payable to:

One Diversified, LLC

37 Market Street

Kenilworth, New Jersey 07033



## 4 General Service Parameter

The following general service parameters outline the terms and conditions governing the delivery of services under this Statement of Work.

### 4.1 Hours of Support

Scope	Support Type	Support Hours
Phone Calls only	Level 1 service desk	24x7x365 basis
E-mail	Level 1 service desk	24x7x365 basis
Remote Incident and request - resolution/restoration	Level 2 & Level 3 remote technician	8:00 AM to 5:00 PM business days
Onsite field support	Level 2 & Level 3 onsite field technician	8:00 AM to 5:00 PM business days
Preventative Maintenance	Onsite field technician	8:00 AM to 5:00 PM business days

- Support Hours refers to the location from which Diversified provides the Services.

### 4.2 Language Used

All communication between Client and Diversified resources shall be conducted in English.

### 4.3 Client Authorized User

The Diversified representative shall gather the list of authorized users from Client, who are permitted to contact the Help Desk to raise issues related to the Equipment. The authorized users shall be responsible for providing accurate and detailed information regarding any issues raised and for cooperating with the Help Desk to resolve issues in a timely manner.

In the event of authorized users changing the Client shall notify in writing the designated Diversified representative of any changes within 5 business days. Diversified shall not be liable for any delays or errors in resolving issues caused by the failure of Client to provide accurate and up-to-date information about authorized users.

Client acknowledges that it is solely responsible for ensuring that the list of authorized users is accurate and up to date.

Title	Authorized Client Name	E-mail Address	Phone Number with country code	Job Role/designation
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### 4.4 Escalation Process

In the event of an escalation, such as a service ticket not being handled within the agreed timeframe after being reported through the appropriate channels (i.e., phone, email, portal), Client should first contact the designated Client Delivery Executive (CDE) or CSM via email or phone. If the issue is not resolved to Client's satisfaction, Client may escalate the matter to the designated Account Executive as the second point of contact.

In the event of an escalation, such as a service ticket not being handled within the agreed timeframe after being reported through the appropriate channels (i.e., phone, email, portal), the Client should contact the designated Account Executive.

### 4.5 Service Level Management

#### 4.5.1 Service Levels

Diversified shall make a good faith effort to perform Assurance Services according to the following standard service targets:





#### Service Desk – Calls

Service Measure	Metric Description	Performance Target	Target	Measurement Window
Average Speed to Answer (ASA)	The number of calls the Service Desk level 1 agents answer within 10 minutes is divided by the total number of calls answered.	<10 Minutes	95%	Calendar month
Average Speed to Response (ASR)	The number of tickets created and acknowledged by the Service Desk 1 agents answer within 15 minutes is divided by the total number of answered calls.	<15 Minutes	95%	Calendar month

#### Service Desk – E-mail

Response Time				
Service Measure	Metric Description	Performance Target	Target	Measurement Window
E-mail response time	The number of e-mails a Service Desk agent responds to client e-mail within 4 hours is divided by the total number of e-mails received.	4 Hours	90%	Calendar month

#### Onsite Field Services

Diversified shall make a good faith effort to perform Onsite Services in accordance with the following standard service targets:

- Response time: Diversified will respond to onsite visits within 48 hours of receiving a request, provided that remote troubleshooting has been completed and a technician has been assigned to the job.
- Quality of service: Assurance Onsite Services will be performed with due care, skill, and diligence in accordance with applicable industry standards and practices.

The 48-hour SLA clock will start once remote troubleshooting is completed and a technician is assigned to the job.

Response Time				
Service Measure	Metric Description	Performance Target	Target	Measurement Window
Onsite Response Visit	The number of tickets that had a technician onsite within 48 business hours vs. the total number of tickets that required onsite technician support	48 Hours	95%	Calendar month

#### Preventative Maintenance

Diversified shall perform preventative maintenance visits based on the agreed timing and frequency determined by Client and Diversified as outlined in this Statement of Work. This Statement of Work includes XX scheduled Preventive Maintenance visits per Term for each covered location/room. The preventative maintenance visits shall be scheduled at mutually agreeable times and dates.

#### 4.5.2 Service Level Exclusion

The following deliverables/requirements are explicitly excluded from this Statement of Work.



- Diversified shall not be liable for any service level failure arising from any events beyond its reasonable control, including but not limited to Client's failure to perform its obligations under this Statement of Work, the performance of a third party not under Diversified's control, natural disasters, civil unrest, strikes, and government regulations.
- If the Diversified onsite technician is unable to access Client's site due to circumstances outside of its control, including but not limited to restrictions on access, denial of entry, or any other similar cause, the SLA clock shall be stopped until access to the site is restored.
- In the event that safety issues arise while accessing the site or equipment, the SLA clock shall stop. Once the safety issue has been resolved and it is safe to resume work, the SLA clock will begin again.
- If Diversified is unable to perform the services due to Client not being available at the site, the SLA clock shall stop until such time as Client is available. Diversified shall make reasonable efforts to schedule the services at a mutually agreed-upon time with Client, and any delays caused by Client's unavailability shall not be counted towards the SLA metrics.
- If Equipment is not covered under warranty, the service levels provided under this Statement of Work shall not apply to such Equipment of resources and the nature of the issue. The parties shall work together to develop a mutually agreeable service plan for the Equipment that is not covered under warranty, which shall include a description of the services to be provided and the associated fees.
- If Client reschedules the preventative maintenance schedule agreed upon in the service level agreement, the service level clock shall be stopped during the rescheduled time. The service provider shall not be liable for any service level breaches that occur during the rescheduled time.



## 5 Scope of Work

Under this Statement of Work, Diversified shall provide Client with the following services:

### 5.1 Remote Support

Diversified shall provide remote support services to Client. Remote support services shall include service desk level 1, level 2, and level 3 remote support for troubleshooting, problem diagnosis, and resolution. Remote Services include activities, as further detailed in this Schedule, required to coordinate, and respond to incidents and service requests logged by authorized users of Client. The coverage model is specified in **Hour of Support (Section 4.1)** and adhere to service level as specified in **Service Level Management (Section 4.5)**.

#### Level 1 support

Service Desk level 1 support is the activities associated with restoring services when interruptions of business activities occur and must be resolved. The aim is to restore service as quickly as possible and, when necessary, by means of a remote workaround.

Diversified shall provide Service Desk level 1 support to manage incidents and service requests and handle communication with the authorized users per the roles and responsibilities below.

Client shall call, email or submit issues via the portal to Diversified's Global Service Center and provide Diversified with the entitlement information and a description of the problem. The Service Desk level 1 shall take that submitted information and provide remote assistance to resolve inquiries on the features, functions, and usage of services in scope. If the issue remains unresolved, the Service Desk level 1 shall escalate the ticket to remote level 2 and level 3 resolver groups.

#### **Responsibility Matrix**

The table below sets forth a responsibility matrix describing the respective task-level responsibilities of Diversified and Client, for level 1 remote support services. Diversified shall perform those activities for which Diversified is listed as the responsible party in the applicable table, and Client shall perform those activities for which Client is listed as the responsible Party in the applicable table, indicated in each case with an "X" in the applicable column.

<b>Roles and Responsibilities</b>	<b>Diversified</b>	<b>Client</b>
The Client shall call or email and provide Diversified with the following information: Client name, Client contact info, Site address, suggested date/time for the service, and a description of the problem.		X
Submit inquiries for support through approved channels and procedures.		X
The Service Desk shall be a single point of contact (SPOC) for authorized users relating to all services in scope.	X	
Communicate with authorized users through live agents in the following languages: English during the hours specified in Hours of Support section III.1	X	
Provide the following support for Incidents and requests: authorized user entitlement, classification based on the information provided, initial triage, ticket resolution of resolvable tickets, routing and escalation to level 2 and level 3 resolver groups (including third parties).	X	
For incidents and requests owned by the Service Desk, manage and maintain end-to-end ticket ownership following Incident management and request management practices.	X	
Participate, as needed, in Client escalations/analysis requests.	X	
Responsible for scheduling field service appointments, assigning technicians to jobs, and ensuring that service incidents are handled promptly and efficiently.	X	
Responsible for providing field services dates of visits and times and confirming availability.		X



Roles and Responsibilities	Diversified	Client
Ensure technicians have the necessary information to complete their jobs which includes Client contact details, location information, and issue description.	X	
Ensure that technicians arrive on time, complete jobs efficiently, and meet customer requirements as per service scope.	X	
Generate quotation for the Equipment not under warranty which includes labor cost, travel cost, and equipment cost.	X	
Provide dispatch or field technician ticket billing details to the finance team.	X	
Validate, acknowledge, and approve the quote provided by Diversified.		X
Provide approval and authorization for Diversified employees to access the Client site.		X

### **Level 2 support**

Level 2 support is the activities that represent a higher level of remote technical support provided by a level 2 agent via remote access to recover service quickly and, when necessary, by means of a remote workaround that cannot be resolved by level 1 support.

Diversified shall provide Service Desk level 2 support to resolve incidents and service requests and handle communication with authorized users.

### **Responsibility Matrix**

The table below sets forth a responsibility matrix describing the respective task-level responsibilities of Diversified and Client for level 2 support services.

Diversified shall perform those activities for which Diversified is listed as the responsible party in the applicable table, and Client shall perform those activities for which Client is listed as the responsible party in the applicable table, indicated in each case with an "X" in the applicable column.

Roles and Responsibilities	Diversified	Client
Handles assigned manual incidents and request execution routines that cannot be handled automatically and/or may require elevated technical rights beyond level 1. This includes diagnosing and troubleshooting complex technical issues related to AV equipment, software, and systems.	X	
Point of escalation for level 1 agents, providing guidance and support in resolving more complex issues.	X	
Resolve Incidents using remote-control and/or video conferencing system, and when possible, implement corrective actions. If the Incident resolution is not possible, escalate as per the escalation procedures.	X	
Provide additional information about the issue they are experiencing, including error messages, symptoms, and any steps they have taken to resolve it.		X
Provide necessary access, licenses, and administration to remote control tool(s) to level 2 support agents.		X
Participate, as needed, in Client escalations/analysis requests.	X	
Provide approval and authorization for Diversified employees to access the client site.		X

### **Level 3 support**

Level 3 support is the activities that represent the highest level of remote technical support provided by a level 3 technical specialist via remote access to recover service as quickly as possible and, when necessary, by means of a remote



workaround that cannot be resolved by level 1 & level 2 Support. Diversified shall provide level 3 support to resolve Incidents and handle communication with the authorized users.

### Responsibility Matrix

The table below sets forth a responsibility matrix describing the respective task-level responsibilities of Diversified and Client for level 3 support services. Diversified shall perform those activities for which Diversified is listed as the responsible party in the applicable table, and Client shall perform those activities for which Client is listed as the responsible Party in the applicable table, indicated in each case with an "X" in the applicable column.

Roles and Responsibilities	Diversified	Client
Handles assigned manual incidents execution routines that cannot be handled automatically and/or may require elevated technical rights beyond level 1 and level 2.	X	
Resolve complex and advanced technical issues using remote capabilities and or video conferencing systems. Level 3 technical specialists have the expertise and experience to troubleshoot and resolve the most challenging and complex technical problems related to audio-visual, collaboration, media, digital signage, information technology, and security systems.	X	
The Level 3 technical specialist shall communicate with Client to ensure that all technical issues are resolved promptly and satisfactorily.	X	
Provide detailed information about the issue they are experiencing, including error messages, symptoms, and any steps they have taken to resolve it.		X
Provide approval and authorization for Diversified employees to access Client's site.		X
Provide necessary access, licenses, and administration to remote control tool(s) to level 3 technical specialists.		X
Participate, as needed, in Client escalations/analysis requests.	X	
Escalate issues to If the level 3 technical specialist cannot resolve a problem; the issue shall be escalated to vendors and manufacturers.	X	
Provide approval and authorization for Diversified employees to access Client's site.		X

## 5.2 Onsite Support

Diversified shall provide onsite support services to Client; onsite support services shall include level 2 and level 3 support for incidents where a remote resolution is either not possible or not available. In those situations, a field technician will be scheduled to go onsite at Client's location to investigate and resolve an incident related to the Equipment.

### Level 2 Support

Level 2 support will provide onsite technical support to Client, as required. The field technician shall respond to support requests within the defined response time as specified in **Service Level Management (Section 4.5)**. They shall be available to travel to the customer's location if remote support is not possible or if the customer requests onsite support.

### Responsibility Matrix

The table below sets forth a responsibility matrix describing the respective task-level responsibilities of Diversified and Client, as described in the section above. Diversified shall perform those activities for which Diversified is listed as the responsible party in the applicable table, and Client shall perform those activities for which Client is listed as the responsible Party in the applicable table, indicated in each case with an "X" in the applicable column.



Roles and Responsibilities	Diversified	Client
Handles assigned manual incidents execution routines that cannot be handled automatically and/or may require elevated technical rights beyond level 1 and level 2 remote support	X	
Provide Diversified safe and uninterrupted access to the location and Equipment.		X
Responsible for maintaining backup data necessary to replace critical data in case of loss or damage to such data for any cause.		X
Diagnose and troubleshoot technical problems, perform repairs so that all Equipment functions properly. <ul style="list-style-type: none"><li>Performing onsite technical assistance and troubleshooting</li><li>Assisting with uncrating equipment from boxes and shipping replaced equipment.</li><li>Testing media for continuity and proper signaling.</li><li>Assisting with AV and conference room equipment setup</li></ul>	X	
Provide access to the original design, integration architecture, and pictures for installations/implementations.		X
Follow all safety procedures and always adhere to Client's security and confidentiality policies.	X	
Communicate effectively with Client to inform the ticket resolution progress.	X	
Provide training to Client on using and maintaining audio and video equipment and provide best practices and recommendations for using the equipment.	X	
Provide approval and authorization for Diversified employees to access Client's site.		X

### Level 3 Support

Level 3 support is the activity that represents the highest level of onsite field technical support provided by a level 3 technical specialist to recover service as quickly as possible. The technical specialist will be available to travel to Client's location if remote support is impossible or Client requests onsite support. Diversified shall provide level 3 support to resolve incidents and handle communication with the authorized users.

### **Responsibility Matrix**

The table below sets forth a responsibility matrix describing the respective task-level responsibilities of Diversified and Client as described in the section above.

Diversified shall perform those activities for which Diversified is listed as the responsible party in the applicable table, and Client shall perform those activities for which Client is listed as the responsible party in the applicable table, indicated in each case with an "X" in the applicable column.

Roles and Responsibilities	Diversified	Client
Resolve complex and advanced technical issues for equipment malfunctions; onsite technicians will diagnose and repair the problem by replacing parts or adjusting the equipment.	X	
Level 3 onsite technical specialists have the expertise and experience to troubleshoot and resolve the most challenging and complex technical problems related to audio-visual, collaboration, media, digital signage, information technology, and security systems.	X	
The level 3 technical specialist shall communicate effectively with Client to resolve technical issues promptly.	X	
Provide detailed information about the issue they are experiencing, including error messages, symptoms, and any steps they have taken to resolve it.		X
Participate, as needed, in Client escalations/analysis requests.	X	
If the level 3 onsite technical specialist cannot resolve a problem, the issue shall be escalated to vendors and manufacturers.	X	



Roles and Responsibilities	Diversified	Client
The Client authorized user needs to provide a signoff to Diversified within 24 hours of issue resolution.		X

## 5.2.1 Equipment Repair and Replace

### Equipment Under Warranty

As a part of onsite field support, any Client Equipment found to be defective or non-functional during the warranty period will be repaired or replaced new equipment of similar make and model. Diversified shall be responsible for all costs of replacing defective equipment, including shipping and installation. Acceptance testing of the replacement equipment shall be performed to ensure that it meets the required specifications and is functioning properly. Diversified shall adhere to service level as specified in **Service Level Management (Section 4.5)**. If it is determined that the Equipment requires manufacturer replacement or repair, the equipment will be sent to the manufacturer's repair facility or a third-party vendor's repair facility. It will be procured from the manufacturer or a qualified vendor. This Statement of Work includes parts, labor, shipping, and taxes incurred by the manufacturer/repair facility and Diversified.

### Equipment Not Under Warranty

If any Client Equipment is found to be defective or non-functional and not in the warranty period, the Diversified field technician shall coordinate with the part manufacturer to arrange for the replacement. In the event of a replacement, the manufacturer shall be solely accountable for promptly providing a replacement part. Client shall bear any costs incurred for purchasing and delivering replacement parts. Upon the completion of equipment shipment from the manufacturer/third party, Diversified shall provide a quote to Client for the replacement job. Diversified will replace the equipment upon receipt of the Client signed authorization and billing PO copy.

The standard SLA terms outlined in this Statement of Work shall not be applicable for equipment that is out of warranty; the onsite technician for out of warranty equipment will be based on a reasonable effort basis and may be subject to availability. Client understands and agrees that Diversified shall not be liable for delays or failure to provide onsite technician services for out of warranty equipment. Client agrees to cooperate with Diversified and provide all necessary information to facilitate the technician's visit.

### **Responsibility Matrix**

The table below sets forth a responsibility matrix describing the respective task-level responsibilities of Diversified and Client, as described in the section above.

Diversified shall perform those activities for which Diversified is listed as the responsible party in the applicable table, and Client shall perform those activities for which Client is listed as the responsible party in the applicable table, indicated in each case with an "X" in the applicable column.

Roles and Responsibilities	Diversified	Client
Identify defective or non-functional equipment and notify Diversified of issues		X
Identify the Equipment under warranty and perform initial diagnostics	X	
Equipment repair or replacement for warranted Equipment	X	
Cover all costs including parts, labor, shipping, and taxes for non-warranted Equipment		X
Send equipment to the manufacturer or third-party vendor for replacement or repair. Receive replacement equipment from a manufacturer or qualified vendor and install	X	

## 5.3 Preventative Maintenance



Diversified shall perform preventative maintenance for Equipment in each location/room as identified in this Statement of Work. The frequency of preventative maintenance shall be [insert frequency]. It shall be performed on the following dates [insert dates].

Diversified shall keep records of all preventative maintenance performed, including the maintenance date, tasks performed, and any issues identified and addressed. A scheduled maintenance report shall be provided following the completion of any preventive maintenance visit listing all actions taken, open issues found, and any recommendations. Any equipment needing replacement or repair beyond the scope of preventative maintenance shall be reported to Client.

**Exhibit XX Preventative Maintenance Visit Breakdown** is an inventory of rooms. It lists the Equipment under the terms of this Statement of Work that will be addressed during a scheduled preventive maintenance visit.

### Responsibility Matrix

The table below sets forth a responsibility matrix describing the respective task-level responsibilities of Diversified and Client, described in the section above. Diversified shall perform those activities for which Diversified is listed as the responsible party in the applicable table. Client shall perform those activities for which Client is listed as the responsible party in the applicable table, indicated in each case with an "X" in the applicable column.

Roles and Responsibilities	Diversified	Client
Provide Diversified safe and uninterrupted access to the location and Equipment.		X
Responsible for maintaining backup data necessary to replace critical data in case of loss or damage to such data for any cause.		X
Follow all safety procedures and adhere to Client's security and confidentiality policies.	X	
Inspecting and testing Equipment thoroughly.	X	
Provide maintenance summary report after any preventive maintenance visit listing all actions taken, open issues found, and any recommendations concerning additional measures.	X	
Create preventative maintenance request tickets based on the PMV schedule as per the Statement of Work.	X	
Responsible for scheduling field service appointments, assigning technicians to jobs, and ensuring service requests are handled promptly and efficiently.	X	
Ensure technicians have the necessary information to complete their jobs, including Client contact details, location information, and scope of work.	X	
Client shall be responsible for emailing and providing Diversified with the following information for preventative maintenance: Client name, Client contact info, site address, and PMV schedule date/time for the service.		X
Participate, as needed, in Client escalations/analysis requests.	X	
Close preventative maintenance Service Requests upon job completion.	X	

## 5.4 Delivery & Governance

Diversified agrees to provide the Client with delivery and governance support for the overall service engagement. This includes guiding standard operational processes, providing metrics and reports for managing service level agreements, and ensuring compliance with service level agreements. Diversified shall appoint a Client Success Manager (CSM) who shall act as a single escalation point for Client for all service-related issues.

### Responsibility Matrix

The table below sets forth a responsibility matrix describing the respective task-level responsibilities of Diversified and Client for the service described in the section above. Diversified shall perform those activities for which Diversified is listed as the responsible party in the applicable table, and Client shall perform those activities for which Client is listed as the responsible party in the applicable table, indicated in each case with an "X" in the applicable column.





<b>Roles and Responsibilities</b>	<b>Diversified</b>	<b>Client</b>
Primary contact for all service delivery matters across all service for Client per the agreed-to governance structure.	X	
Responsible for establishing the 'delivery' governance model and service reviews.	X	X
Provide process ownership for end-to-end service Client delivery processes.	X	
Provide feedback on Client needs and expectations.		X
Drive prompt identification and resolution of service delivery issues across all services.	X	X
Review and approve service (pulse, /workspace) specific Project Schedules and Change Management for in-scope activities for the SOW.	X	X
Oversee / orchestrate Diversified service delivery activities – Manage delivery teams against service contract commitments, and ensure they understand the Client environment.	X	
Provide a sample Certificate of Insurance if one is required to enter the building where the Equipment is located.		x
Manage service delivery risks (mitigations, costs, continuity, etc.). Ensure regular contract reviews are performed.	X	X
Manage delivery-related Client escalations (tracking, follow-up, actions, etc.) per the agreed-to-escalation process.	X	
Ensure account governance and stakeholder model is documented, agreed to, and reviewed regularly (governance model may include Monthly Business Review (MBR) and Quarterly Business Review (QBR) contract change management, etc.).	X	X
Communicate changes to staffing, account structure or other key changes to Client and Diversified stakeholders.	X	X
Obtain any Client required security clearance and/or Security Training required by the Client.	X	
Provide review, approval, and risk identification for changes to existing agreement.	X	X
Facilitate account performance review meetings on the agreed cadence.	X	
Facilitate resolution of service-level compliance issues.	X	
Conduct NPS (net promoter score) survey yearly.	X	

## 5.5 Reporting

Diversified shall provide standard reports of the in-scope services as outlined below:

<b>Report Name</b>	<b>Description</b>	<b>Views</b>	<b>Frequency</b>
Average speed to answer	Summary of calls that hit the phone system leveraged queue and time taken to answer the call	<ul style="list-style-type: none"> <li>Summary of total calls received, answered and missed</li> <li>Overall, all ASA (Average time in seconds)</li> <li>Summary of Performance Insights</li> </ul>	Monthly
Call volume report	Summary of the volume of calls received leveraged queue-based	<ul style="list-style-type: none"> <li>Total call volume</li> <li>Call Volume by period – received, answered, missed, call back</li> </ul>	Monthly
Overall SLA	Provides the overall view of the response SLAs agreed with Client.	<ul style="list-style-type: none"> <li>Summary of the agreed SLAs for incidents</li> </ul>	Monthly



		<ul style="list-style-type: none"><li>• Summary of agreed SLA for field onsite dispatch tickets.</li><li>• Ticket Misses - List of tickets that missed the SLAs.</li></ul>	
Incident Dashboard	Provides a summary and details for an incident created and closed (volume trend). Trend chart for created and resolved by priority, location, and contact type.	<ul style="list-style-type: none"><li>• Summary - Incident summary on created and closed incidents.</li><li>• Incidents by Status - All incidents created for that period with their current status and priority.</li><li>• Incidents by location - All incidents created for that period by site/location</li><li>• Incidents by Contact type - incidents created for locations with their current status and priority.</li><li>• Incidents Created By Reported Source - All incidents created for that period by reported source.</li><li>• Incidents Mean Time to Resolve - Overall - Incidents resolved for that period and its daily mean time to resolve (resolved time - created time).</li></ul>	Monthly
Preventative Maintenance summary report	Provides the completion of any Preventive Maintenance visit listing all actions taken, open issues found, and any recommendations concerning additional actions.	<ul style="list-style-type: none"><li>• Summary of maintenance Schedule.</li><li>• Summary of Performed Maintenance Tasks</li></ul>	Based on schedule (Optional)



## **6 Description of Non-Coverage: Service Not Covered**

**The following items, areas, and conditions are not covered by this Statement of Work:**

1. Failure due to or caused by fire, as a result of utility services, poor unconditioned or fluctuating electrical power, air-conditioning or humidity control, computer virus, or natural and environmental causes such as earthquake, tornado, floods, lightning, corrosion, acts of war or terrorism, quarantine restriction, strikes, freight embargoes, or other extreme weather.
2. Failure caused by abuse, misuse, or negligence of the installed systems and/or components.
3. Any actual, consequential, or incidental damages incurred or suffered by Client, directly or indirectly, or for economic loss, including, but not limited to inconvenience, common carrier delay or material damage, loss of profits, loss of business revenue, loss of time, loss of equipment use, or any other economic loss of any kind whatsoever.
4. Failure or perceived failure on mechanical or electrical failure was found or due to the Client's inability to operate the covered systems and components properly.
5. Control system or other software programming changes to facilitate control functions not available at the commencement of the Statement of Work.
6. Inability of the covered systems and components due to the manufacturing design of a product, or the integration of the system, to perform in a manner other than for what it was designed.
7. Any condition that existed before the start date of this Statement of Work that would have been obvious during a pre-inspection of the covered systems and components.
8. Repairs prohibited by statute, governmental regulation, or applicable other law.
9. Physical re-installation of covered systems and components from their original installed configuration.
10. Back-up and restoration of data.
11. Replacement parts that are not available or have been discontinued.
12. Work performed outside of Diversified normal business hours except as agreed to herein.
13. Equipment deemed "End of Service Life", or "UN-REPAIRABLE" by either Diversified or the original equipment manufacturer.
14. ISDN and/or IP networking problems related to video conferencing systems. Diversified is not responsible for troubleshooting local, long-distance ISDN carrier problems or IP networking problems. Should the requirement arise that necessitates Diversified involvement in diagnosing ISDN/IP network problems, Diversified will provide this service on a time and material basis.
15. Repair or replacement of Glass, or Plexiglas products, screen covers, fixtures, equipment covers, and consumables (i.e., lamps, batteries & filters).
16. Client making IP network changes or switch updates/changes that break the control and audio-video systems.
17. Client making codec firmware upgrades that break the AV control system. Diversified is not liable for programming upgrades related to Codec security modifications.
18. Client initiating building power generator testing; requests to retest AV system after Client initiates a power system shut down and generator test.



## 7 Managed Service Acceptance

Please review this for accuracy and if you agree, please sign below and return a copy to Diversified, keeping a copy for your records.

For CITY OF HUNTSVILLE

For Diversified

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

*Kari DiMotta*  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

Kari DiMotta  
\_\_\_\_\_

\_\_\_\_\_  
Printed name

5/14/2025  
\_\_\_\_\_

\_\_\_\_\_  
Date



## Exhibit A - Assurance Service Department Contact Information

The information below will help you initiate your issues and requests.

### Initiate

Contact our Global Service Center to initiate a service request or follow up on an existing ticket. Please have your Diversified Job Number ready, if applicable.

[customerservice@onediversified.com](mailto:customerservice@onediversified.com)

(866) 447-1004

Option 1: Technical Support & Service Requests

Option 2: Parts Orders / Status

For Preventative maintenance, client shall e-mail to: [pmrequest@onediversified.com](mailto:pmrequest@onediversified.com)

### Account Executive

Your assigned Account Executive's contact information:

David DeGruy

[ddeguy@onediversified.com](mailto:ddeguy@onediversified.com)

205-582-5904



## Exhibit B - Covered Location

Diversified shall provide Client in scope services at the locations and rooms agreed between Diversified and Client as identified below:

State	City	Site Address	Room
AL	Huntsville	308 Fountain Circle SW	Control Room



## Exhibit C - Covered Equipment

Client agrees to provide Diversified with a detailed list of equipment to be covered under this Statement of Work (the "Equipment"). Equipment not listed in the provided equipment list shall be excluded from the scope of this Statement of Work.

Should any equipment not included as Equipment require repair, Diversified will facilitate such repair through the manufacturer or a third-party vendor. Following the manufacturer's or third party's assessment, Diversified will provide Client with a repair quote within forty-eight (48) hours. The repair or replacement of the excluded equipment will only proceed upon receipt of Client's signed authorization and a purchase order or other documentation necessary for billing purposes.

Diversified will make reasonable efforts to address issues related to equipment not covered by this Statement of Work. For the avoidance of doubt, Client shall bear all costs associated with labor, freight, and replacement parts for such equipment.

ROOM NAME - QUANTITY	Part Number	Description	QTY
CONTROL ROOM	R9867500B	55" UniSee 500 Gen 2 LCD with US Power cord, 500 Nit	16.00
CONTROL ROOM	R9811016B	Wall Manager Edge	1.00
CONTROL ROOM	R9867601	UniSee New Gen Smart Mount	16.00
CONTROL ROOM	R9867602	UniSee New Gen Smart Mount Crosses	14.00
CONTROL ROOM	R9867740	UniSee New Gen Installation Kit	1.00
CONTROL ROOM	ST8X2BDMIG2	Smart Mount- 8W x 2 H with Unisee Interface	1.00
CONTROL ROOM	FW75BZ40H	75" LED, 4K HDR, Professional Display	2.00
CONTROL ROOM	XTM1U	Extra Large tilt mount assembly	2.00
CONTROL ROOM	R9836340	Enterprise Server R340-D1	2.00
CONTROL ROOM	R983634099	R340-D1 Sliding Rails & Cable Management Arm	2.00
CONTROL ROOM	K9303075B	NGS-D320 Pro Compact 4K dual channel H.264 encoder and decoder	21.00
CONTROL ROOM	C9826144	MNA-240/NGS-D220 19" RACK KIT	1.00
CONTROL ROOM	R9822000B	NDN-220 PRO TransForm N Display Node US	4.00
CONTROL ROOM	R9811009B	Display Controller	6.00
CONTROL ROOM	R9811098	P110 VESA Mount	6.00
CONTROL ROOM	R9811001B	NAN-110 Audio Node US	1.00
CONTROL ROOM	CORE 110I	Unified Core with 24 local audio I/O channels, 128x128 network I/O channels, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.	1.00
CONTROL ROOM	MXA920W-S	Square (24") Ceiling Array Microphone, Digitally Steerable Coverage, White, RJ45 Connector	1.00



CONTROL ROOM	SPA4-100	1/2 RU 4 Channel ENERGY STAR amplifier / Multichannel Operation 100 watts into 8 ohm & 4 ohm, Bridged pair operation 200 watts into 8 ohm & 4 ohm, and 350 watts into 70v and 100v / 100-240 VAC	1.00
CONTROL ROOM	AD-C6T-LP	6.5" Two-way low-profile ceiling speaker, 70/100v transformer with 16 ohm bypass, 135-deg conical DMT coverage, White. Priced individually but must be purchased in pairs.	12.00
CONTROL ROOM	UC-CX100-T	Crestron Flex Advanced Integrated Video Conference System for Microsoft Teams Rooms	1.00
CONTROL ROOM	PTZ-12X72	Q-SYS PoE camera for AV-to-USB Bridging. 12x Optical Zoom 72-deg horizontal field of view. For small to medium conference rooms. Includes Lan, 3G-SDI and HDMI; includes a PTZ-WMB1 bracket	2.00
CONTROL ROOM	PTZ-CMB1	Accessory Ceiling Mount Bracket for PTZ Camera.	2.00
CONTROL ROOM	CP4N	4-Series Control System	1.00
CONTROL ROOM	TSW-1070-B-S	10.1 in. Wall Mount Touch Screen, Black Smooth	1.00
CONTROL ROOM	TS-1070-B-S	10.1 in. Tabletop Touch Screen, Black Smooth	1.00
CONTROL ROOM	BGR-4532-AV	Floor Gangable	2.00
CONTROL ROOM	LBP-2A	10 PACK,L BAR,2"OFFSET	2.00
CONTROL ROOM	PD-915R	9OUT,15A,RCKMNT POWER CEN	1.00
CONTROL ROOM	R9821099	TFN Rackmount Kit for 2 units NDN-210/OPS-210	2.00
CONTROL ROOM	R9811011B	EMS-110 Enterprise Media Server	1.00
CONTROL ROOM	R98491200	EXT-1200 Ext Pwr Supply block	3.00
CONTROL ROOM	R98497050	UNI-7050 Ex power cable 50 m	16.00
CONTROL ROOM	B563128	EPS-1200 Ext Redundant SPMS	3.00





## Exhibit D – Preventative Maintenance Visit Breakdown

The following list of activities shall be performed as a part of preventative maintenance.

### Audio Visual Breakdown

- a. Complete function checks of AV and control systems including the testing of all physical room components (i.e.: shades, lights, screen, etc.)
- b. Check firmware of all applicable system components
- c. Make any recommendations on possible equipment replacement.
- d. Conduct a max bandwidth video conference test call.
- e. Check all audio levels and balance levels as needed.
- f. Check each Video / Audio input.
- g. Check each available system input and output connection.
- h. Check all system remotes for functionality and possible battery issues.
- i. Record Lamp hours on LCD/DLP projectors and clean filter(s).
- j. Check image quality of any LCD/ LED Display(s).
- k. Align and color balance video wall screens as necessary.
- l. Clean each system component (as needed).
- m. Check & clean any equipment that has fans and filters.
- n. Check projection screens for image quality & align if necessary.
- o. Clean up any loose cabling.
- p. Final test of entire system operations when P/M is complete.
- q. Notify Client of system conditions.
- r. Arrange equipment pick-up if needed.
- s. Generate a site visit final report.



## Exhibit E – Service Terms and Conditions

This agreement (the "Agreement") is made as of the date of signature below between One Diversified, LLC, ("Diversified"), and CITY OF HUNTSVILLE (the "Client"). In the event Client has a Master Services Agreement ("MSA") in place with Diversified, the terms and conditions of the MSA shall control over the Service Terms and Conditions set out in this Exhibit E to the extent of any conflict.

In addition to the provisions set out in the Agreement, the following general terms and conditions shall apply:

1. **Diversified:** Diversified shall provide the Services and/or equipment ordered by Client in a professional and workmanlike manner and in accordance with generally accepted industry standards. 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.

2. **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. The terms and conditions of this Agreement shall control if there are different or additional terms in any Client purchase order, acceptance form or invoice, and any such different or additional terms are hereby rejected.

3. **Payment: [Upfront (standard)]** - Payment is to be made in one (1) instalment. The invoice will be presented after the signing of the Agreement and will be due and payable within thirty (30) days and before any work is started under this Agreement.

In case the payments are more than 30 days past due, interest will accrue at the lesser of 1.5% per month or the maximum rate permitted by applicable law. Furthermore, the Client will reimburse Diversified for all reasonable costs and expenses of collection, including attorneys' fees.

**[Annual (standard)]** - The Client will pay Diversified in Annual installments of [XXXX], with invoices presented on the first day of each year for which services are provided. The payments must be made within thirty (30) days of invoice issuance.

In case the payments are more than 30 days past due, interest will accrue at the lesser of 1.5% per month or the maximum rate permitted by applicable law. Furthermore, the Client will reimburse Diversified for all reasonable costs and expenses of collection, including attorneys' fees.

**[Monthly (standard)]** - The Client will pay Diversified in monthly instalments of XXXX, with invoices presented on the first day of each month for which services are provided. The payments must be made within thirty (30) days of invoice issuance.

In case the payments are more than 30 days past due, interest will accrue at the lesser of 1.5% per month or the maximum rate permitted by applicable law. Furthermore, the Client will reimburse Diversified for all reasonable costs and expenses of collection, including attorneys' fees.

4. **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.



5. **Equipment and Maintenance Alteration:** No alterations of wiring interconnections of the covered systems and components may be performed without the supervision of Diversified Service personnel. Client shall not alter, repair, or modify the Equipment and Onsite Spares Inventory except as expressly directed by Diversified Service personnel. Diversified will assist the Client in maintaining the operating integrity of Client's Equipment and Onsite Spares Inventory. The Client shall not add equipment, components, wiring, software, or other parts to the Equipment and Onsite Spares Inventory without written notification to and acceptance by Diversified. If Diversified finds the Equipment and/or Onsite Spares Inventory under this Agreement to have been altered or serviced by any person other than designated Diversified staff, this Agreement will be voided from warranty coverage and support. Any unpaid balances will be due in full at the time of such termination.

6. **Employees:** In consideration of Diversified's investment in recruiting, training, and ongoing support for any employee(s) supporting Client as part of this Agreement, Client shall not directly or indirectly hire any employee(s) provided by Diversified as part of this Agreement during the Agreement term and for two (2) years following termination of the Agreement or Client will pay Diversified a fee in the amount of \$50,000.00 per employee upon hire of such employee. Payment of this fee is due upon receipt of a Diversified invoice.

7. **Transfer:** This Agreement may not be transferred to any other party without the expressed written consent of Diversified.

8. **Commencement:** If the Equipment and components are not new, were not provided by Diversified, installed, or serviced by Diversified, Diversified reserves the right to inspect the equipment within sixty (60) days of the Effective Date. Diversified will evaluate the Equipment and determine if it is operating correctly and within the manufacturer's standards. If Diversified determines that the Equipment is not operating correctly, properly, or requires Service to bring the equipment to good operating condition, Diversified will forward an estimate to Client regarding the cost of such service. This service is not covered by this Agreement, if Client declines to have Diversified perform the work required to bring the Equipment and components up to good operating condition within thirty (30) days of the Effective Date, Diversified may, at its sole option, remove said Equipment or component from this Agreement. No work on the Equipment and components may be performed prior to Effective Date of the Agreement.

9. **Termination.** 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.

10. **Force Majeure:** Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for the payment of money) to the extent caused by any act or event which occurs and is beyond its reasonable control, including, without limitation, pandemics, acts of God or public enemy, riots, terrorism, governmental acts, embargos, blockades, fuel or energy shortage, transportation delays, or the inability to obtain necessary labor, materials or utilities from usual sources; provided, however, 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.

11. **Independent Contractors; No Agency:** Diversified is an independent contractor hereunder. No employee of either party shall be deemed to be an employee of the other for any purpose whatsoever. Nothing herein shall be construed to create a partnership, joint venture or agency relationship between the parties or to grant either party the power or authority to act for, bind, or commit the other party in any way.

12. **Confidentiality:** During 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; (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.

**13. Indemnification:** ~~Intentionally Omitted~~ 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.

**14. 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 AVERAGE AMOUNT OF FEES ACTUALLY PAID DIVERSIFIED UNDER THIS AGREEMENT OVER A TWELVE (12) MONTH PERIOD. 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.

**15. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of ~~Alabama~~Georgia without regard to its conflict of law's provisions. Any legal action or proceeding relating to this Agreement shall be instituted in any state or federal court in ~~State of Alabama~~Atlanta, Georgia, and the parties agree to submit to the jurisdiction of, and agree venue is proper in, the aforesaid courts in any such legal action or proceeding.

**16. Dispute Resolution:** Any controversy, dispute, difference, or claim arising or related to this Agreement, including any question concerning its existence, validity, termination, interpretation, performance of 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.



17. **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.

18. **Subcontracting:** Diversified may, in its sole and absolute discretion, subcontract for the provision of any of the Services under this Agreement; provided, however, that Diversified shall remain liable for any subcontractors compliance with the terms and conditions of this Agreement.

19. **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 Statement of Work. Notices to Diversified shall be sent to the following address:

One Diversified, LLC  
5525 Granite Parkway, Ste 675  
Plano, TX 75024  
Attn: General Counsel

20. **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.

OneDiversified LLC  
37 Market St., Kenilworth, NJ 07033

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