

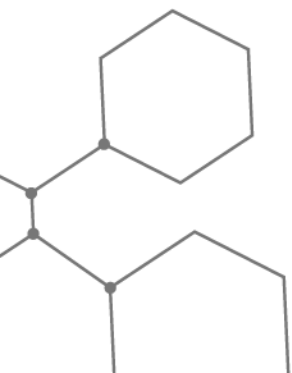


Kalamazoo RESA

Camera Replacements

Quote # 028243 v1

April 07, 2026





Camera Replacements

Prepared by:

West Michigan

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Prepared for:

Kalamazoo RESA

Uyi Osifo
uyi.osifo@kresa.org

Quote Information:

Quote #: 028243

Version: 1
Delivery Date: 04/07/2026
Expiration Date: 05/07/2026

Statement of Work

THIS STATEMENT OF WORK (the "SOW") is by and between People Driven Technology, Inc., a Michigan corporation ("People Driven"), with its principal place of business located at 6300 Venture Hills Blvd SW, Byron Center, MI 49315, and KRESA ("KRESA" or "Customer").

Scope of Work

Customer has asked People Driven to provide professional services which will address the following outcome:

- A. General note: All pricing from Avigilon is priced as "better than REMC" – meaning all video product is priced at better than 37% off MSRP.
- B. Base Proposal - Replacement of cameras at Commons, West Campus, Valley Center, and Woodsedge
 - a. Per Customer-provided spreadsheet, models and the required accessories have been provided.
 - b. NOTE: some of the requested replacement accessories were incomplete/incompatible with the camera's intended installation. People Driven has provided comments on the Customer-provided spreadsheet and returned with this proposal to identify these locations. This proposal includes the assumed required hardware for these installations (e.g. all necessary attachments for corner or wall/pendant multisensors).
 - i. For example - Existing corner multisensor being requested to be replaced with the module + H5AMH-DC-COVR1; the DC-COVR1 is for in-ceiling camera installations, not exterior wall/corner/surface mount installations.
 - ii. Another example – Where the requested replacement includes a CLADP, People Driven has also included the ceiling panel (CLPNL-1011) that bridges the ceiling tile to support the weight of the camera installed in the ceiling.
 - c. People Driven assumes that all existing H4 multisensors to be replaced with the H5 variants have existing functional/compatible hardware. No additional accessories have been included for these replacements.
 - d. All H3 multisensors to be replaced will require all new mounting accessories as the H3 line is not compatible with the H4 line.
 - e. IR rings have not been provided as part of the base proposal for multisensors, as a conversation with the customer implied that IR Rings were not currently installed in existing multisensors.
 - f. It is assumed that no existing camera is installed at greater than 15ft, and no lift has been included with this proposal.
 - g. NOTE 2: H6A cameras with IR require POE+ ports to provide full functionality of IR. With standard POE, IR illuminators for H6A cameras will operate at 50% power.
- C. Optional Adds 1 – IR Rings for multisensors
 - a. People Driven recommends adding IR rings to all multisensors - especially for the exterior coverage – to better utilize these cameras.
 - b. This proposal includes the multisensor IR ring accessory as well as a 60 watt PoE injector. The PoE injector is not necessary if existing network switches can push 60w per port.



Statement of Work

- c. This part of the proposal is considered an “adder”, i.e. in addition to the base proposal.
- D. Optional Adds 2 – Dome Camera IR
 - a. People Driven has provided this proposal in addition to the Optional Adds 1 to include IR for all dome cameras being replaced.
 - i. At minimum, People Driven recommends IR on all exterior cameras and interior “large space” areas that will not have adequate emergency lighting/continuous lighting (i.e. gyms, stage/auditoriums, etc.).
 - b. This portion of the proposal, if accepted, would replace the base proposal. If IR is desired on all cameras, this portion of the proposal *and* the Optional Add for IR rings would be required.
 - c. NOTE: H6A cameras with IR require POE+ ports to provide full functionality of IR. With standard POE, IR illuminators for H6A cameras will operate at 50% power.

Assumptions & Exclusions

Phasing & Working Hours

1. All work not explicitly described in the SOW is excluded from this project’s scope.
2. Labor quoted is for continuous work only and does not include project phasing. Any delay may incur additional charges to accommodate additional travel and fees associated with deployment.
3. Permits are not included
4. Work has been quoted with normal business hours (Monday – Friday, 8a-5p) included. No overtime, weekends, or night shifts have been included.

Network

1. Network racks, switches, patch panels, and all configuration of networking is considered by Customer/by others unless otherwise noted above
2. It is assumed that there are sufficient network switch and patch panel ports to support this project, unless otherwise noted above.
3. People Driven will coordinate with Customer IT Stakeholders for all IP configuration information
4. Network switches are assumed to be capable of supplying at least 30 watts of power per port to support POE+ devices, unless noted otherwise above.

Power, Rough in, & Raceways

1. All power is assumed to be available or provided by others/by Customer unless otherwise noted above.
2. Raceways are assumed to be in place and available
3. Rough ins are assumed to be provided by Others

General Maintenance, Patching, Repairs

1. It is assumed that ceiling tiles will be provided by Customer to replace any ceiling tiles demo’ed throughout the course of the project (e.g. cameras demo’ed resulting in cut ceiling tiles).
2. Devices demo’ed and not replaced from interior hard surfaces (e.g. brick, drywall) that contain a backbox (e.g. single gang, 4sq., etc.) will be covered by a properly sized faceplate. Customer to provide any color-specific faceplates or coordinate color match with People Driven prior to project completion.
3. Devices demo’ed and not replaced from exterior surfaces will be covered by a stainless steel faceplate of corresponding opening size unless coordinated with Customer and noted above.



Statement of Work

General Assumptions

1. Customer will reimburse People Driven for reasonable travel-related expenses. Customer will approve all People Driven travel prior to the expense being incurred. People Driven will ensure that travel costs are minimized and are in accordance with Customer's travel policies.
2. Customer staff will be expected to actively participate on this engagement. People Driven will request that individuals with relevant domain, business, and/or technical expertise be made available, as required. These participants will be the acknowledged spokespersons for the areas they represent.
3. Customer will provide access to facilities and computer systems as required for People Driven's project team to perform tasks as outlined in this SOW.
4. Customer shall ensure that all environmental and operational requirements are met prior to deployment. People Driven will not be held responsible for any configuration or troubleshooting of items not outlined in this SOW.
5. Customer shall verify the equipment location (work site) is prepared to perform the engaged services.
6. Customer shall make appropriate system maintenance window(s) available for People Driven, as needed, to prepare equipment.
7. Customer will be responsible for, and assumes the risk of any problems resulting from the content, completeness, accuracy and consistency of any data, materials and information supplied.
8. Customer will provide support from technical support teams for all vendors and third parties as necessary.
9. Customer will provide basic configuration information for network and authentication requirements.



616-264-6700
orders@peopledriven.com

6300 Venture Hills Blvd SW
Byron Center, MI 49315

Base Replacements

Line	Qty	Part Number	Description	Price	Extended Price
2	6	9C-H5A-3MH-B	3X3MP; WDR; 270 degree max field of view; Lightcatcher; 3.3-5.7MM; Camera Only	\$1,349.40	\$8,096.40
3	3	15C-H5A-3MH-B	Avigilon 5 Megapixel Outdoor, Indoor/Outdoor Network Camera - Color - 98.43 ft Infrared Night Vision - H.264, H.265, Motion JPEG - 7776 x 1944 - 3.30 mm- 5.70 mm Varifocal Lens - 1.7x Optical - 40 fps - CMOS - Gigabit Ethernet - USB	\$1,529.40	\$4,588.20
4	1	20C-H5A-4MH	Avigilon 5 Megapixel Indoor/Outdoor Network Camera - Color - 98.43 ft Infrared Night Vision - H.264, H.265, Motion JPEG, H.264 HDSM SmartCodec, H.265 HDSM SmartCodec - 10368 x 1944 - 3.30 mm- 5.70 mm Varifocal Lens - 1.7x Optical - 25 fps - CM	\$1,799.40	\$1,799.40
5	1	24C-H5A-3MH	Avigilon 24 Megapixel Indoor/Outdoor 4K Network Camera - Color, Monochrome - White - 98.43 ft Infrared Night Vision - H.264, H.265, Motion JPEG - 3840 x 2160 - 3.30 mm- 5.70 mm Varifocal Lens - 1.7x Optical - 24 fps - CMOS - Gigabit Ethernet - USB - IK10	\$1,739.40	\$1,739.40
6	2	2.0C-H6A-D1	Avigilon H6A 2 Megapixel Indoor Full HD Network Camera - Color, Monochrome - Dome - H.264, H.265, Motion JPEG - 1920 x 1080 - 2.80 mm- 12 mm Varifocal Lens - 4.3x Optical - 60 fps - CMOS - Fast Ethernet - USB - Surface Mount - IK11, IK10 - IP5	\$629.40	\$1,258.80
7	3	2.0C-H6A-D1-IR	Avigilon H6A 2 Megapixel Indoor Full HD Network Camera - Color, Monochrome - Dome - 164.04 ft Infrared Night Vision - H.264, H.265, Motion JPEG - 1920 x 1080 - 2.80 mm- 12 mm Varifocal Lens - 4.3x Optical - 60 fps - CMOS - Fast Ethernet - U	\$665.40	\$1,996.20
8	2	2.0C-H6A-DO1	Avigilon H6A 2 Megapixel Outdoor Full HD Network Camera - Color, Monochrome - Dome - 164.04 ft Infrared Night Vision - H.264, H.265, Motion JPEG - 1920 x 1080 - 2.80 mm- 12 mm Varifocal Lens - 60 fps - CMOS - Fast Ethernet - USB - IK11 - IP66	\$749.40	\$1,498.80
9	2	2.0C-H6SL-DO1-IR	Avigilon 2 Megapixel Indoor/Outdoor Full HD Network Camera - Color, Monochrome - Dome - White - 98.43 ft Infrared Night Vision - H.264, H.265, Motion JPEG - 1920 x 1080 - 3.40 mm- 10.50 mm Varifocal Lens - 3.1x Optical - 60 fps - CMOS - F	\$431.40	\$862.80
10	1	4.0C-H6A-D1	4MP H6A Indoor Dome Camera with 4.4-9.3mm Lens	\$779.40	\$779.40
11	1	4.0C-H6A-D1-IR-B	4MP H6A Indoor IR Dome Camera with 4.4-9.3mm Lens	\$815.40	\$815.40



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Byron Center, MI 49315

Base Replacements

Line	Qty	Part Number	Description	Price	Extended Price
12	2	4.0C-H6A-DO1	4MP H6A Outdoor Dome Camera with 4.4-9.3mm Lens	\$899.40	\$1,798.80
13	3	CLADP-1001	Adapter; In-ceiling; 7.5" Dia; Grey	\$53.55	\$160.65
14	3	CLPNL-1011	Ceiling Panel; 2ft x 2ft; 7.5" Dia; Grey	\$85.05	\$255.15
15	6	H5AMH-AD-PEND1	Outdoor pendant mount adapter	\$125.54	\$753.24
16	6	H5AMH-DO-COVR1	Dome bubble and cover; for outdoor surface mount or pendant mount; clear. For use with the Avigilon H5A Multisensor	\$125.54	\$753.24
17	6	WLMT-1001	Wall Mount for large pendant camera	\$76.43	\$458.58
18	3	CRNMT-1001	Corner mount for large pendant WLMT-1001	\$91.35	\$274.05
19	1	PS-PhySec-FF	People Driven Physical Security Fixed Fee Services	\$18,370.00	\$18,370.00
20	1	PD-MATERIAL	Misc Material	\$904.29	\$904.29

Subtotal: \$47,162.80

IR Multisensors

* Optional

Line	Qty	Part Number	Description	Price	Extended Price
21	6	H4AMH-AD-IRIL1	IR Illuminator Ring for H4/H5 Multisensor	\$245.32	\$1,471.92
22	6	POE60U-1BTE	Avigilon PoE Injector - 60 W	\$111.51	\$669.06

*** Optional Subtotal: \$2,140.98**

IR Domes (Interior & Exterior)

* Optional

Line	Qty	Part Number	Description	Price	Extended Price
23	6	9C-H5A-3MH-B	3X3MP; WDR; 270 degree max field of view; Lightcatcher; 3.3-5.7MM; Camera Only	\$1,349.40	\$8,096.40
24	3	15C-H5A-3MH-B	Avigilon 5 Megapixel Outdoor, Indoor/Outdoor Network Camera - Color - 98.43 ft Infrared Night Vision - H.264, H.265, Motion JPEG - 7776 x 1944 - 3.30 mm- 5.70 mm Varifocal Lens - 1.7x Optical - 40 fps - CMOS - Gigabit Ethernet - USB	\$1,529.40	\$4,588.20
25	1	20C-H5A-4MH	Avigilon 5 Megapixel Indoor/Outdoor Network Camera - Color - 98.43 ft Infrared Night Vision - H.264, H.265, Motion JPEG, H.264 HDSM SmartCodec, H.265 HDSM SmartCodec - 10368 x 1944 - 3.30 mm- 5.70 mm Varifocal Lens - 1.7x Optical - 25 fps - CM	\$1,799.40	\$1,799.40



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IR Domes (Interior & Exterior)

* Optional

Line	Qty	Part Number	Description	Price	Extended Price
26	1	24C-H5A-3MH	Avigilon 24 Megapixel Indoor/Outdoor 4K Network Camera - Color, Monochrome - White - 98.43 ft Infrared Night Vision - H.264, H.265, Motion JPEG - 3840 x 2160 - 3.30 mm- 5.70 mm Varifocal Lens - 1.7x Optical - 24 fps - CMOS - Gigabit Ethernet - USB - IK10	\$1,739.40	\$1,739.40
27	2	2.0C-H6A-D1-IR	Avigilon H6A 2 Megapixel Indoor Full HD Network Camera - Color, Monochrome - Dome - 164.04 ft Infrared Night Vision - H.264, H.265, Motion JPEG - 1920 x 1080 - 2.80 mm- 12 mm Varifocal Lens - 4.3x Optical - 60 fps - CMOS - Fast Ethernet - U	\$665.40	\$1,330.80
28	3	2.0C-H6A-D1-IR	Avigilon H6A 2 Megapixel Indoor Full HD Network Camera - Color, Monochrome - Dome - 164.04 ft Infrared Night Vision - H.264, H.265, Motion JPEG - 1920 x 1080 - 2.80 mm- 12 mm Varifocal Lens - 4.3x Optical - 60 fps - CMOS - Fast Ethernet - U	\$665.40	\$1,996.20
29	2	2.0C-H6A-DO1-IR	Motorola Solutions H6A H6A-DO 2 Megapixel Outdoor Full HD Network Camera - Color - Dome - Gray - 164.04 ft Infrared Night Vision - H.264, H.265, Motion JPEG - 1920 x 1080 - 2.80 mm- 12 mm Varifocal Lens - 4.3x Optical - 60 fps - CMOS - Fast Ethernet - USB	\$785.39	\$1,570.78
30	2	2.0C-H6SL-DO1-IR	Avigilon 2 Megapixel Indoor/Outdoor Full HD Network Camera - Color, Monochrome - Dome - White - 98.43 ft Infrared Night Vision - H.264, H.265, Motion JPEG - 1920 x 1080 - 3.40 mm- 10.50 mm Varifocal Lens - 3.1x Optical - 60 fps - CMOS - F	\$431.40	\$862.80
31	1	4.0C-H6A-D1-IR-B	4MP H6A Indoor IR Dome Camera with 4.4-9.3mm Lens	\$815.40	\$815.40
32	1	4.0C-H6A-D1-IR-B	4MP H6A Indoor IR Dome Camera with 4.4-9.3mm Lens	\$815.40	\$815.40
33	2	4.0C-H6A-DO1-IR	Avigilon H6A 4 Megapixel Outdoor Network Camera - Color, Monochrome - Dome - Gray Powder Coat - 164.04 ft Infrared Night Vision - H.264, H.265, Motion JPEG - 2688 x 1520 - 4.40 mm- 9.30 mm Varifocal Lens - 2.1x Optical - 60 fps - CMOS - Fa	\$935.40	\$1,870.80
34	3	CLADP-1001	Adapter; In-ceiling; 7.5" Dia; Grey	\$53.55	\$160.65
35	3	CLPNL-1011	Ceiling Panel; 2ft x 2ft; 7.5" Dia; Grey	\$85.05	\$255.15
36	6	H5AMH-AD-PEND1	Outdoor pendant mount adapter	\$125.54	\$753.24



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Byron Center, MI 49315

IR Domes (Interior & Exterior)

* Optional

Line	Qty	Part Number	Description	Price	Extended Price
37	6	H5AMH-DO-COVR1	Dome bubble and cover; for outdoor surface mount or pendant mount; clear. For use with the Avigilon H5A Multisensor	\$125.54	\$753.24
38	6	WLMT-1001	Wall Mount for large pendant camera	\$76.43	\$458.58
39	3	CRNMT-1001	Corner mount for large pendant WLMT-1001	\$91.35	\$274.05
40	1	PS-PhySec-FF	People Driven Physical Security Fixed Fee Services	\$18,370.00	\$18,370.00
41	1	PD-MATERIAL	Misc Material	\$904.29	\$904.29

* Optional Subtotal: **\$47,414.78**



616-264-6700
orders@peopledriven.com

6300 Venture Hills Blvd SW
Byron Center, MI 49315

Camera Replacements

Ship To:

Kalamazoo RESA

1819 E. Milham Ave
Portage, MI 49002
Uyi Osifo
(269) 250-9280
uyi.osifo@kresa.org

Bill To:

Kalamazoo RESA

1819 E Milham Ave
accounts.payable@kresa.org
Portage, MI 49002
Uyi Osifo
(269) 250-9280
uyi.osifo@kresa.org

Quote Information:

Quote #: 028243

Version: 1
Delivery Date: 04/07/2026
Expiration Date: 05/07/2026

Quote Summary

Description	Amount
Base Replacements	\$47,162.80
Total:	\$47,162.80

*Optional Expenses

Description	One-Time
IR Multisensors	\$2,140.98
IR Domes (Interior & Exterior)	\$47,414.78
Optional Subtotal:	\$49,555.76

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

People Driven Technology

Kalamazoo RESA

Signature: _____
 Name: Lucas Elsie
 Title: _____
 Date: 04/07/2026

Signature: _____
 Name: _____
 Date: _____



P ACCEPTANCE OF THE PRICE QUOTE IS MADE ONLY UPON THESE TERMS AND CONDITIONS

1. **AGREEMENT:** PEOPLE DRIVEN TECHNOLOGY, INC. ("PEOPLE DRIVEN") DOES NOT ACCEPT AND EXPRESSLY OBJECTS TO ANY TERMS AND CONDITIONS OR OTHER WRITING ON ANY PURCHASE ORDER, STATEMENT OF WORK, OR ACKNOWLEDGEMENT WHICH IS DIFFERENT FROM OR ADDITIONAL TO THOSE TERMS AND CONDITIONS CONTAINED HEREIN, EXPRESSLY INCLUDING, WITHOUT LIMITATION, ANY EFFORT TO NEGATE THE TERMS AND CONDITIONS SET FORTH HEREIN. NO MODIFICATION OR WAIVER OF THESE TERMS WILL BE EFFECTIVE AGAINST PEOPLE DRIVEN UNLESS SPECIFIED IN WRITING AND SIGNED BY PEOPLE DRIVEN. THE RECEIPT OF THE QUOTE OR PAYMENT FOR THE PRODUCTS AND/OR SERVICES PROVIDED THEREUNDER SHALL CONSTITUTE CUSTOMER'S ACCEPTANCE OF THE TERMS HEREOF.
2. **PRICING:** Prices for any Products and/or Services are valid for 30 days therefrom unless otherwise stated. Customer is responsible for (i) all applicable federal, state or local sales, use or other taxes (except taxes on People Driven Technology, Inc.'s net income), (ii) shipping or packing charges, (iii) insurance, and (iv) any other expenses associated with the sale and transportation, or storage of the Products or tariffs and any similar charges imposed upon or in connection with the Products and/or Services. The parties agree that all charges included in the price of the Products and/or Services set forth in the Price Quote are based upon detailed specifications supplied by Customer and any deviation requested by the Customer from such specifications may result in additional charges. All prices quoted shall be exclusive of sales tax or other applicable taxes, tariffs, duties or charges which are payable by Customer. Any tax, tariff, duty or charge which People Driven may be required to pay or collect, now or hereafter imposed by any governmental authority or agency, foreign or domestic, with respect to the sale, purchase, production, processing, storage, delivery, transportation, use, or consumption of any of the Products and/or Services covered hereby, including all taxes upon or measured by receipts from sales or services, shall be for the account of Customer, and any such charges may be added by People Driven as a separate item to People Driven's invoices.
3. **PAYMENT:** Unless otherwise specified in the Price Quote, payment for Products and/or Services is due net 30 days from the date of invoice. All invoice totals will reflect a 3% discount for payment by readily available cash that would not be applied for credit card payments. Credit card payments are not accepted for payments over \$5,000.
4. **DELIVERY:** Unless otherwise agreed in writing, the Products shall be shipped and delivered F.O.B. Customer's ship to location set forth in the Price Quote. Unless Customer instructs People Driven to use a particular carrier on customer's order letter, the Products shall be shipped via a common carrier chosen by People Driven.
5. **SHORTAGE: CLAIMS AND INSPECTION:** Customer shall have the right to inspect the Products and/or Services within 48 hours of receipt. Any shortages or other claims in connection with an order must be made in writing and delivered to People Driven within such 48-hour period or shall be waived.
6. **RETURNS:** Customer acknowledges that People Driven shall have no obligation to accept returns of any Products ordered by and sold to Customer. People Driven at its sole discretion, may authorize the return of unused Products. Such returns cannot be made without a return authorization in writing issued by People Driven.
7. **TITLE AND RISK OF LOSS:** Unless otherwise specified in the Price Quote, title and risk of loss shall pass to Customer at the time the Products are tendered by each carrier at Customer's facilities, and any loss or damage thereafter shall not relieve Customer from any obligation hereunder. People Driven reserves, and Customer hereby grants to People Driven, a purchase money security interest in the Products, and all proceeds from the sale thereof, until full payment is received for all amounts due and payable by Customer.
8. **WARRANTIES AND REMEDIES:**

Product Warranty: People Driven does not warrant any Product. All Products are provided to Customer by People Driven "AS IS." People Driven will, to the extent allowable, pass through any warranties and indemnifications provided by the manufacturer of the Product. Customer, recognizing that People Driven is not the manufacturer of any Product, expressly waives any claim that Customer may have against People Driven based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right (each a "Claim") with respect to any Product and also waives any right to indemnification from People Driven against any such Claim made against Customer by another. Customer acknowledges that no employee of People Driven or any other party is authorized to make any representation or warranty on behalf of People Driven that is not expressly set forth in this Agreement.

Service Warranty: People Driven represents, warrants and covenants that (i) People Driven shall perform all Services, if any, in accordance with the material specifications set forth in the quote and (ii) the functions and features of the Services and related deliverables shall operate in the manner described in the applicable quote for ninety (90) days from the completion thereof. Notwithstanding anything contained herein to the contrary, to the extent a manufacturer requires Products to be installed by People Driven or such manufacturer in order for a warranty to be valid, neither People Driven nor the product manufacturer shall provide a warranty for any Products which are not installed, as applicable, by People Driven or the product manufacturer. EXCEPT AS SET FORTH HEREIN, PEOPLE DRIVEN MAKES NO OTHER WARRANTIES, WRITTEN OR ORAL. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY SPECIFICALLY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.
9. **EXPORT RESTRICTIONS:** Products may be subject to export or resale restriction or regulation, and Customer acknowledges that it will comply with such restrictions and regulations. Any statement as to product country of origin, Export Control Classification Number, or compliance with applicable law (including, without limitation, that products are lead-free or RoHS compliant) is as provided to People Driven by its suppliers, and People Driven does not warrant its accuracy and will not be liable for any error with regard to same.



P ACCEPTANCE OF THE PRICE QUOTE IS MADE ONLY UPON THESE TERMS AND CONDITIONS

- 10. ORDER CANCELLATION:** Product cancellation and/or return is subject to manufacturer restrictions. People Driven will abide by its suppliers' current restrictions for all cancellation and return requests up to and including a No Cancellation or Return policy. Given the market volatility around supply, cost, and pricing of critical components, PDT has the right to cancel orders up to 45 days before shipment. This is consistent with the cancellation rights that OEM's provides to their partners.
- 11. PRICE ADJUSTMENTS:** PDT reserves the right to adjust pricing on orders in the event of increases in component costs, manufacturing costs, tariffs, exchange rate fluctuations, or other external factors beyond the OEM's control that may occur between the order date and the shipment date.
- 12. BILL and HOLD ARRANGEMENT:** From time to time, People Driven, at the request of Customer (email communication being sufficient), maybe asked to hold certain Products, with the acceptance that Customer shall be immediately billed for the Products ("Bill and Hold Products"). The following provisions shall apply to the Bill and Hold Products:
 - i. **Delivery.** The shipment of the Bill and Hold Products to Customer shall take place Ex Works (Incoterms 2020®) People Driven's facility. The Bill and Hold Products shall be deemed delivered upon notice that the Bill and Hold Products are made available to Customer and ready to be placed in use ("Delivery"). Upon notice and Delivery, Customer shall be deemed to have accepted such Delivery. Bill and Hold Products shall be held at People Driven's facility (the "Facility") for no more than 180 days following Delivery (the "Bill and Hold Period"). In the event that for any reason any applicable Bill and Hold Products should remain at the Facility at the conclusion of the Bill and Hold Period, Customer acknowledges and agrees that People Driven shall be entitled to invoice Customer for reasonable storage charges for the applicable Bill and Hold Products until they are no longer held at the Facility, and Customer agrees to pay all such invoices promptly.
 - ii. **Shortage, Claims, and Inspection.** The Bill and Hold Products shall be considered received upon their arrival at Customer's "ship to" location ("Receipt"). Customer shall have the right to inspect the Bill and Hold Products within 48 hours of receipt. Any claims for shortages or other claims in connection with the Bill and Hold Products must be made in writing and delivered to People Driven within such 48-hour period, or such claims shall be deemed waived.
 - iii. **Title and Risk of Loss.** Title and risk of loss of the Bill and Hold Products, as well as any additional liabilities due to events occurring after the time of Delivery, shall pass to the Customer upon Delivery, and any loss or damage thereafter shall be Customer's sole obligation.
 - iv. **Customer agrees that:** (i) Customer has made a fixed commitment to purchase such Bill and Hold Products; (ii) the Bill and Hold Products shall be purchased on the Delivery basis for legitimate business purposes; (iii) Customer shall identify a fixed delivery date for the Bill and Hold Products; and (iv) Customer agrees to be invoiced and to pay such invoice in accordance with the payment terms set forth in this Agreement.
- 13. Limitation of Liability.** PEOPLE DRIVEN'S TOTAL AND CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER HEREUNDER. CUSTOMER FURTHER AGREES THAT NEITHER PEOPLE DRIVEN NOR ITS LICENSORS OR SUPPLIERS, WILL BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. IN NO EVENT WILL PEOPLE DRIVEN, ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ACKNOWLEDGES THAT THE AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE LIMITATIONS, AND FURTHER AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.
- 14. Non-Solicitation of Personnel.** During the term of this agreement, and for a period of one (1) year thereafter, Customer will not, either directly or indirectly, solicit the employees and third-party agents of People Driven without the prior written consent of People Driven.
- 15. THIRD PARTY SOFTWARE AND INTELLECTUAL PROPERTY LICENSING.** Except for certain Products manufactured and/or supplied by EMC Corporation, which shall be subject to and governed by the sublicensing terms which will be provided upon request, any software or other intellectual property included in or relating to Products and/or Services is supplied by its manufacturer or licensor (not People Driven). People Driven makes no representation or warranty with respect thereto and will have no liability in connection therewith. Customer agrees to comply with all third-party requirements with regard to proprietary and similar rights in and to any intellectual property (including any requirement to enter into a separate license agreement and prohibitions against duplicating or disclosing the same), even if People Driven has broken the seal on any "shrink wrapped" software. If Customer provides People Driven with any intellectual property, Customer warrants that it has all necessary legal rights to such property. Customer will indemnify People Driven against and hold it harmless from any and all liability, cost or expense arising from a breach or purported breach of this section.