



221 Shore Court • Burr Ridge, IL. 60527  
Phone (630) 887-1800  
BUSINESS TELEPHONE SYSTEMS  
ELECTRONIC SECURITY SYSTEMS

**Customer #:**  
**Customer Name:** Lake County  
**Address:** 18 N County Street  
**City, State, Zip:** Waukegan, IL 60085

**Phone:** 847-377-2203  
**FAX:**  
**Attention:** Terri Kath  
**Email Address:** tkath@lakecountyil.gov

• **Please correct and/or add any missing contact information.**

**Type of Agreement:**

<input type="checkbox"/>	<b>Platinum Plus</b>	<input type="checkbox"/>	<b>Silver</b>
<input type="checkbox"/>	<b>Platinum</b>	<input type="checkbox"/>	<b>Bronze</b>
<input checked="" type="checkbox"/>	<b>Gold</b>	<input checked="" type="checkbox"/>	<b>Nickel</b>

**Length of Agreement:**  1 Year  2 Year  3 Year  4 year  5 Year

**Date of Agreement:**

**Systems:**

**MXe**

- DOT
- South Branch Court
- Health Dept Grand Tower 3
- Sat Lake Villa
- Zion Clinic
- Tower Gurnee
- Child Advocacy
- Peterson Rd
- Park City
- Dept Juvenile Justice
- Midlake Clinic
- Beta (was Vista Animal)
- Tower 1
- Tower
- Workforce
- Health Dept Belv
- Winchester House
- E911
- North Shore Clinic
- North Branch Court
- Public Works
- Jail Facility
- Court Tower
- No Chicago Health

**PrairieFyre-Contact Center**

- VMas**
- MiCollab**
- DLM**
- MBG**
- AVST**

**Gold \$56,160.00 per year**  
Hourly rate \$120  
Trip charge \$160 applies to all onsite work  
Desktop devices are not included

**Nickel \$71,369.00 per year**  
Mitel premium support  
AVST standard support

**Total \$127,529.00**

**Accepted By:** \_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
MidCo Systems a division of FE Moran Security Solutions,  
LLC Representative

\_\_\_\_\_  
Date

TERMS AND CONDITIONS

MidCo Systems a division of FE Moran Security Solutions, LLC. (MidCo) and Customer agree that equipment installation, maintenance services, and software support services ("Services") provided by MidCo to Customer shall be performed exclusively pursuant to the charges, terms, and conditions set forth in this Service Order.

All equipment must be in operating condition or restored to operating condition to be eligible under the terms of this Agreement. Equipment which was not installed, previously covered under a MidCo maintenance contract or warranty period will require inspection and refurbishment at the Customer's expense prior to being eligible for inclusion and/or addition to a MidCo maintenance contract.

**(A)** STANDARD ON-SITE MAINTENANCE SERVICES

MidCo shall provide labor and parts (excepting supplies and expendable items) and will perform Services so as to maintain the equipment at the location specified in this Service Order in good working order. MidCo shall respond to requests for remedial maintenance to such equipment in a prompt and commercially reasonable manner. Maintenance and Warranty Services shall be available between 8:00 A.M. and 4:30 P.M. C.S.T., Monday through Friday, excluding MidCo holidays. Extended Service hours shall be available 24-hours a day, excluding MidCo holidays, and priority response coverage, if applicable, shall be subject to an additional charge shown on the face of Service Order. Services performed outside such times at the request of Customer shall be subject to MidCo's then applicable charges for labor and travel. Supplies and expendable items shall be provided in accordance with MidCo's prices in effect on the date supplied to Customer.

**(B)** INSTALLATION SERVICES

MidCo will perform the following Services at MidCo's standard charges when installation is specified in this Service Order. MidCo shall install the equipment as listed in accordance with local electrical codes and manufacturer's specifications or as otherwise shown. Customer agrees to furnish a dedicated, properly grounded, commercial power circuit.

**THIS AGREEMENT SHALL BECOME NULL AND VOID IF EQUIPMENT IS SERVICED OR RELOCATED BY PARTIES OTHER THAN MIDCO SYSTEMS A DIVISION OF FE MORAN SECURITY SOLUTIONS, LLC. WITHOUT THE WRITTEN CONSENT OF MIDCO SYSTEMS A DIVISION OF FE MORAN SECURITY SOLUTIONS, LLC.**

**(C)** SOFTWARE SERVICES

MidCo shall provide consultation services with respect to software operation and similar matters when software consultation is specified in this Service Order. Maintenance Service does not include software consultation Services.

**(D)** TIME AND MATERIALS SERVICES

Services performed at Customer's request, which are outside those specified herein shall be on a time and materials and transportation basis at MidCo's prices in effect at the time such Service(s) or material(s) are provided. Provision of such Services shall be at the discretion of MidCo and shall be subject to the availability of personnel and parts.

**(E)** PRICES

Prices shall be the price set forth on the face of this Service Order. All sales, property, excise and other federal, state, and local taxes (other than those based upon MidCo's net income), shall be paid by Customer. All invoices are payable within thirty (30) days of the date of the invoice. Customer shall make such arrangements for payment as MidCo may require and MidCo may suspend performance under this Service Order until such arrangements are made.

**PAST DUE AMOUNTS SHALL BE SUBJECT TO AN INTEREST CHARGE OF 1.5% PER MONTH**, or the highest rate permitted by law, plus all costs of collection. MidCo reserves the right to adjust the service charge in conformity with MidCo's standard charges in the event Customer changes the equipment or attaches additional features or equipment to the covered equipment after the date hereof.

**(F)** TERM

The term of this Service Order for maintenance Services shall be from the date of commencement of Services as stated on the front of this Agreement and shall continue thereafter at the prices specified herein until terminated by Customer or MidCo by ninety (90) days prior written notice to the other. MidCo may, after the 1st year, increase or decrease maintenance prices upon written notice, ninety (90) days or less prior to expiration date. Software support Services shall be either for the quantity of consultations specified, number of hours specified, or the term specified.

Should Customer elect to terminate this Agreement prior to the conclusion of the stated term of this Agreement, as provided, the contract amount will be recalculated and re-invoiced based upon the pro-rated applicable annual amount which would otherwise have been invoiced for the corresponding year in which the Agreement is terminated. For example, if this Agreement is terminated in Year Three, the applicable annual amount which would have been invoiced for a three-year Agreement, would be the amount due.

**(G)** PARTS

All parts are replaced by parts provided by MidCo on an exchange basis. Parts provided by MidCo in performance of Services may be new or refurbished parts that are functionally equivalent to new parts and may be from sources other than the original equipment manufacturer.

**MIDCO ASSUMES NO RESPONSIBILITY FOR OBSOLESCENCE OR AVAILABILITY OF MANUFACTURER'S EQUIPMENT OR PARTS.**

All parts not included with this contract shall be furnished in accordance with Section 8 and at standard local retail market value plus MidCo handling charges.

**(H)** SITE PREPARATION

**CUSTOMER SHALL, AT CUSTOMER'S EXPENSE, PREPARE AND MAINTAIN THE EQUIPMENT SITE IN ACCORDANCE WITH THE MANUFACTURER'S PUBLISHED SPECIFICATIONS FOR OPERATING ENVIRONMENTS.**

Customer assumes the full responsibility to back-up and/or otherwise protect its data against loss, damage or destruction before Services are performed. Customer also agrees to permit prompt access to equipment, and/or software consistent with Customer's standard requirements and to provide assistance and facilities so as to expedite the performance of Services.

AC power/grounding is the responsibility of the Customer. Dedicated, computer grade A.C. power must be available for the operation of Security Equipment. Dedicated A.C. circuit(s) must be provided appropriate for the amount of current draw for equipment being installed. Voltage levels and noise immunity must be equal to or better than industry standards and equipment manufacturer requirements. Also, an earth ground connection must be provided for proper grounding at equipment locations. Supplying earth ground from electrical supply is not included, and if needed will be installed on a Time and Material invoice basis.

Customer assumes full responsibility to locate, mark, or otherwise clearly identify any underground or obscured facilities, including, but not limited to, conduit, cable, pipe, wire, line, or tank, prior to commencement of work involving, but not limited to, directional boring, drilling, or excavation, which may be damaged during the course of work. Customer assumes full responsibility to notify local utilities, either public or private, and make every reasonable effort to locate and mark any underground facilities that may be present in the work area.

Virus Protection for computer systems is a requirement of the customer, allowing consistency with other customer computer equipment. Routine virus definition updates are the responsibility of the customer. Service calls due to virus created problems are not covered under warranty protection, and will be subject to Time and Material invoicing.

**(I)** RECONDITIONING

In the event, in MidCo's reasonable opinion, any unit of equipment must be factory reconditioned because normal repair or replacement of

parts cannot keep such unit in satisfactory operating condition, MidCo shall submit a request for the required reconditioning to Customer. In the event Customer declines to authorize such reconditioning, MidCo may delete such item of equipment from this Service Order upon giving Customer thirty (30) days advance written notice.

**(J)** ADDITIONAL CHARGES

Services performed as a result of any of the following conditions shall be subject to additional charges for labor, transportation and parts; alterations of equipment not authorized in writing by MidCo; expendable supply items; damage resulting from improper use, damage resulting from events commonly referred to as "acts of God", including, but not limited to, weather and weather-related damage, lightning strikes, flood damage, water damage, hail, tornado, hurricane, earthquake, fire, acts of terrorism or similar acts, damage resulting from misuse and/or abuse, in-transit damage, accident, neglect, power surge or failure, operating environment, or the use of supplies or accessories which are not in conformance with the equipment manufacturer's published specifications; site surveys; **OR EVENTS OTHER THAN NORMAL WEAR AND TEAR.**

**(J)(1)** ADDITIONAL CHARGES: RETURN & RESTOCKING FEES

Where equipment is required to complete an installation and/or service visit and the Customer, Consultant and/or Customer's agent, makes material changes to the previously contracted-for Scope of Work to be performed, such that the equipment cannot be utilized to complete that particular installation and/or service visit, and said equipment must be exchanged, returned, or is determined to be otherwise un-useable by MidCo Systems a division of FE Moran Security Solutions, LLC., restocking fees, at MidCo's then applicable rates, may apply. Restocking fees include, but are not limited to, a percentage of the equipment sale price, up to and including the full purchase price of the equipment to be exchanged, returned, restocked and/or otherwise deemed un-useable for that particular installation or service visit.

Equipment to be returned and/or exchanged must have been purchased or acquired from MidCo Systems a division of FE Moran Security Solutions, LLC. and is to be returned with all components, manuals, cables, documents and original packaging.

Equipment which was custom-ordered, configured, specified, or is not otherwise eligible for return, per the manufacturer, or MidCo Systems a division of FE Moran Security Solutions, LLC., will be considered final sale equipment and the property of the Customer, to be invoiced at MidCo's then-applicable rates. No other modifications, exceptions, or exchanges will be accepted.

**(J)(2)** ADDITIONAL CHARGES: SYSTEM TRAINING & EDUCATION

MidCo will provide system training and education, beyond that which was provided to Customer as part of any MidCo-provided original system installation, contract, warranty period, or maintenance agreement, as requested, at then-applicable Time and Material Rates. Unless expressly included in this Agreement by Addendum or Exhibit, MidCo does not include, provide, or otherwise make available additional system training or education under this Agreement.

Where Customer experiences a change in personnel, system administrators, users, or management, such that the Customer requires refresher and/or additional system training and education, MidCo will provide such requested system training and education, invoiced at MidCo's then-applicable Time and Material Rates or on a provided quote basis.

**(J)(3)** ADDITIONAL CHARGES: USE OF MIDCO-PROVIDED RENTAL AND/OR LOANER EQUIPMENT

Where hardware and/or software equipment and/or services are temporarily provided by MidCo Systems a division of FE Moran Security Solutions, LLC. to Customer, whether as a component provision of a comprehensive or limited maintenance agreement, or as rental equipment to parties not covered by such agreements, MidCo retains ownership and control of such equipment, including, but not limited to, any information, data, images, video, or any electronic recordings or information (Data), which was manufactured, produced, stored, or otherwise incorporated into such hardware or software, regardless of how or when this Data was obtained.

Customers who are not covered by a maintenance agreement which provides for the use of loaner hardware or software equipment may be provided such equipment at MidCo's then-applicable rental rates. Rental fees are applicable from the date of field deployment until the date the equipment is removed and/or returned from the deployment location.

Customer acknowledges that this Data may not be available, retained, stored, recorded, obtainable or otherwise provided to Customer following the termination of the equipment loan or rental period, regardless of the condition, location, or then-current status of such equipment and/or Data.

Customer is solely responsible for removing, recording, copying, duplicating, destroying and/or discarding, any Data which may have been manufactured, produced, stored, or otherwise incorporated into such hardware or software during the applicable loan or rental period. Customer will be provided reasonable opportunity to create, destroy, or otherwise obtain such needed Data for their records prior to the removal and/or return of such equipment to MidCo Systems a division of FE Moran Security Solutions, LLC.

**(K)** EXCLUSIVE WARRANTY AND REMEDY

MidCo's exclusive warranty is that Services will be performed in a workmanlike fashion and all parts provided by MidCo shall be free of defects in material and workmanship for a period as stated on the front of this Agreement from the date of installation or beneficial use of system. MidCo further agrees that all Services performed without furnishing parts shall be free of defects for a period of thirty (30) days, unless otherwise noted. MidCo's warranty period applies during normal business hours, Monday through Friday, 8 a.m. to 4:30 p.m. C.S.T. **IN THE EVENT MIDCO BREACHES THIS WARRANTY, MIDCO'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY, SHALL BE TO HAVE MIDCO MAKE ALL NECESSARY ADJUSTMENTS, REPAIRS, OR REPLACEMENT OF PARTS WHICH WERE DEFECTIVE AT THE TIME OF INSTALLATION.** There are no other express or implied warranties concerning any Service, parts, supplies, or expendable items provided hereunder. MidCo does not guarantee that the operation of the equipment will be uninterrupted or error-free. **MIDCO DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THE FOREGOING SHALL BE THE SOLE REMEDY OF CUSTOMER FOR BREACH OF WARRANTY.**

**(L)** LIMITATION OF LIABILITY

**IN NO EVENT SHALL MIDCO BE LIABLE IN CONTRACT, TORT OR OTHERWISE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST BUSINESS PROFITS NOR DAMAGE OR DESTRUCTION OF DATA EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SAME,** except as to personal injury. MidCo's maximum liability shall be limited in any event to the actual direct damages incurred by Customer, which are caused, solely by the acts or omissions of MidCo subject to a maximum liability of the lesser of the amount paid for the services performed under this Service Order (subject to a maximum of one twelve (12) months duration) of \$1,000.00. Customer agrees to provide MidCo with prompt written notification as to the specifics of any claim for damages and to provide MidCo with a reasonable opportunity to investigate. **NO LIMITATION AS TO DAMAGES FOR PERSONAL INJURY IS INTENDED.**

**(M)** MAINTENANCE AIDS

Maintenance aids, including, but not limited to, software or documentation utilized by MidCo are either MidCo's property or property of third parties. No license or right to use any such Maintenance aids is granted hereunder.

**(N)** NOTICES

Any notices which any party may be required, or may desire, to give hereunder shall be deemed to have been given if delivered personally or by overnight delivery or messenger services or if mailed by United States Certified Mail, postage prepaid, return receipt requested, to Customer's principal office, attention the President. Notices mailed as aforesaid shall be deemed served on the date shown on the registry receipt or the latest date marked unclaimed.

**(O)** FORCE MAJEURE

The parties' performance under this Agreement is subject to acts of God, war, government regulation, threats or acts of terrorism or similar acts, governmental travel advisories, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other cause beyond the parties' control, making it inadvisable, illegal or impossible to perform their obligations under the Agreement. Either party may cancel the Agreement for any one or more of such reasons upon ninety (90) days prior written notice to the other.

**(P)** LIMITATION OF ACTIONS

No action, regardless of form or basis, arising out of transactions related to this Service Order or the Services performed or to be performed, may be brought by either party more than two (2) years after the cause of action has accrued except that the action for nonpayment may be brought within two (2) years after the date of last payment.

**(Q)** WAIVER

Waiver of either part's breach of this Service Order shall not constitute a waiver of any other breach, MidCo may elect to continue performance notwithstanding such breach by Customer but such performance shall not constitute a waiver of such breach nor otherwise limit MidCo's remedies.

**(R)** ARBITRATION OF DISPUTES

Any controversy or claim arising out of or relating to this Service Order, or any dispute arising out of the interpretation or application of this Service Order, which the parties are unable to resolve, except an action for the issuance of an injunction, which shall be prosecuted in a court having competent jurisdiction, shall be resolved by arbitration in the City of Chicago, in accordance with the commercial arbitration rules then in effect of the American Arbitration Association and judgment upon the award rendered may be entered in any court having competent jurisdiction thereof. The arbitrator shall be chosen from a panel of persons knowledgeable in the provision of services or similar types of equipment.

**(S)** ENTIRE AGREEMENT

This Service Order Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement or negotiation between the parties. There is no other understanding, agreement, presentation, expressed or implied, statutory or otherwise, in any way limiting, extending, defining or relating to the provisions hereof. **NO AGREEMENT ALTERING, MODIFYING, OR EXTENDING THE TERMS OF THIS SERVICE ORDER SHALL BE VALID UNLESS IN WRITING, DULY SIGNED BY BOTH PARTIES HERETO.** The parties expressly acknowledge that they have not relied on any prior or contemporaneous oral or written representations or statements by the other party in connection with the subject matter of this Service Order.

Any term or condition of an offer set forth on any Purchase Order or any other document created by Customer of MidCo, which is inconsistent with any term or condition of this Service Order, shall be of no force or effect whatsoever. **NEITHER CUSTOMER NOR MIDCO SHALL BE BOUND BY ANY ORAL AGREEMENT OR REPRESENTATION IRRESPECTIVE OF BY WHOM OR WHEN MADE.**

**(T)** CAPTIONS

The captions and heading of various sections of this Service Order Agreement and Exhibits pertaining hereto are for convenience only and are not to be considered as defining or limiting in any way the scope or intent of the provisions hereof.

**(U)** INCORPORATION

All Exhibits attached hereto and as supplemental, replaced or amended from time-to-time and additional Exhibits shall be deemed incorporated herein by reference as if fully set forth herein.

**(V)** APPLICABLE LAW

This Service Order Agreement and each transaction contemplated hereunder shall be deemed to be made under the laws of the State of Illinois and shall be construed in accordance with the laws of said State.

**(W)** SEVERABILITY

Any provision or provisions of this Service Order Agreement which are unenforceable, invalid or contrary to law, or the inclusion of which would affect the validity or enforceability of this Service Order shall be of no force or effect, and in such event each and all of the remaining provisions of this Service Order shall subsist and remain and be fully effective according to the tenor of this Service Order Agreement the same as though any such invalid, unenforceable or unlawful provision or provisions had never been included in this Service Order Agreement.

**(X)** DEFINITION of TERMS

**(i) Door Hardware:** Door hardware includes, but is not limited to: electronic locks, electric transfer hinges, magnetic locks, mortise locks, locking mechanisms, door handles, door strikes, door closing devices, ADA Openers (Americans with Disabilities Act Openers), removable mullions, or other locking devices used to secure door access.

**(ii) Consumables:** This Agreement does not cover consumables, by example, but not limited to, printer ribbons, toner cartridges, paper, lights, light bulbs, batteries, cleaning supplies, ink cartridges, proximity identification and access cards, etc.

**(iii) Response:** It is the responsibility of the Customer to notify MidCo of any service issues.

A response is deemed made, under this Agreement, when one or several of the following methods are employed by MidCo during the two to four hour response window:

MidCo personnel have initiated steps to resolve the service call through actions which may or may not include, additional Customer contact to clarify the service call, through such mediums as telephone calls, on-site meetings, or emails, contacting the device manufacturer for technical support assistance, if needed, remotely accessing a Customer's system, when possible, to attempt remote repair or gather further information to assist in the completion of the service call, and/or dispatching a field service technician to the location of the service call in order to pursue direct methods of repair. Methods of response are at the discretion of MidCo, and may be used jointly, to effect the most efficient resolution of the call possible.

**(iii)(a) Service Response During Normal Business Hours:** MidCo Systems a division of FE Moran Security Solutions, LLC. will use its best efforts to respond to a Customer request for service during normal business hours (Monday through Friday, 8:00 a.m. to 4:30 p.m., C.S.T., excluding holidays and weekends) within twenty (20) minutes of receiving a request.

**(iii)(b) After-Hours Service Response:** MidCo Systems a division of FE Moran Security Solutions, LLC. will use its best efforts to respond to a Customer request for service after normal business hours no later than one (1) hour from the time the request is received.

**(iii)(c) Emergency Service Response:** MidCo will use its best efforts to provide on-site response, within two to four hours of receiving notification of an Emergency Service Event.

**(iii)(d) Emergency Service Events:** Emergency service calls, by example, include, inability to secure exterior facility doors, inoperability of a main gate or turnstile, at facilities utilizing such devices to permit/prohibit access to the lone site entry/exit point,

inability to secure site-critical interior doors, which are identified and incorporated by written reference, by mutual agreement between Customer and MidCo, prior or as an addendum to, execution of this Agreement, inability to arm Customer's access control system, site-critical security cameras, which are identified and incorporated by written reference, by mutual agreement between Customer and MidCo, prior or as an addendum to, execution of this Agreement, the complete inoperability of panic call stations, such as devices commonly referred to as "Code Blue" devices, or the inoperability of site-critical intercom stations or devices, which are identified and incorporated by written reference, by mutual agreement between Customer and MidCo, prior or as an addendum to, execution of this Agreement.

**(iii)(e) Non-Emergency Service Events:** All other calls deemed not to be Emergency Service Events are considered Non-emergency service calls, by example, but not limited to, inability to secure non-site-critical interior doors, cameras, intercom stations or devices, as identified by exclusion, from those site-critical doors which have been previously identified and incorporated by written reference, by mutual agreement between Customer and MidCo, to this Agreement, sound quality, as pertaining to intercom or panic call stations or devices, or any other events, in the discretion of MidCo Systems a division of FE Moran Security Solutions, LLC., which would be of a non-emergency nature.

**(iii)(f) Non-Emergency Service Response:** MidCo will use its best efforts to provide on-site response within twenty-four (24) hours, or within a time period agreed upon by prior written mutual agreement, between Customer and MidCo, of receiving notification of a Non-Emergency Service Event.

**(8) CHARGES**

All work over and above the contract will be billed at MidCo Systems a division of FE Moran Security Solutions, LLC.'s current Time and Material rates or on a provided quote basis.

**(9) HOOR RATE PROVISIONS**

Work over and above the contract will be billed at MidCo Systems a division of FE Moran Security Solutions, LLC.'s current Time and Material rates

**(10) INVOICE AND PAYMENTS**

This Agreement will be invoiced per the face of this agreement in advance and Net thirty (30) days.

The sales price of this Agreement has a four per cent (4.00%) cash payment discount included. If credit card payment is preferred, a four per cent (4.00%) charge will be added to the quoted purchase price. Please notify your MidCo representative if you would like this option.

**(11) OTHER CLAUSES**

**(A)** The prices quoted by this contract are firm, fixed for the period of time specified in Section 4.

**(B)** Contractor agrees that it will indemnify and hold harmless the Customer and it's employees, agents, and authorized representatives from any loss, cost, damage, expense, and liability by reasons of negligent or tortious actions or failure to act in connection with the performance of the work by MidCo Systems a division of FE Moran Security Solutions, LLC., it's employees, agents, and subcontractors.

**(C)** MidCo Systems a division of FE Moran Security Solutions, LLC. does not cover cable previously installed by others. MidCo Systems a division of FE Moran Security Solutions, LLC. will cover interior cable if previously installed by MidCo Systems a division of FE Moran Security Solutions, LLC. MidCo Systems a division of FE Moran Security Solutions, LLC. does not cover any outside cable whether installed by MidCo Systems a division of FE Moran Security Solutions, LLC. or any other contractors due to Outside elements (i.e.: weather) affecting the cable's integrity. All required repairs resulting from inoperable cable will be on a quoted basis or invoiced at MidCo Systems a division of FE Moran Security Solutions, LLC.'s then applicable Time and Material Rates.

**(D)** NON-SOLICITATION OF PERSONNEL - During the Term of this Agreement and the one (1) year period thereafter (regardless of expiration or termination for any reason), other than through general advertisements for employment, Customer shall not, directly or indirectly, by any means or devices whatsoever, in any individual or representative capacity: (a) hire, employ or attempt to hire or employ any employee of MidCo Systems a division of FE Moran Security Solutions, LLC. or its Affiliates who participated in the negotiation of this Agreement or any related Scope Of Work or who has worked with Customer in the performance of its obligations under this Agreement or any related Scope Of Work; or (b) otherwise solicit, request, entice or induce any such employees to terminate their employment with MidCo Systems a division of FE Moran Security Solutions, LLC. or its Affiliates. If Customer should solicit or hire any employee of MidCo Systems a division of FE Moran Security Solutions, LLC. or its affiliates as prohibited above, Customer shall pay to MidCo Systems a division of FE Moran Security Solutions, LLC. as liquidated damages and not as a penalty an amount equal to one hundred percent (100%) of the employee's starting base annual salary with MidCo Systems a division of FE Moran Security Solutions, LLC.