

**Subcontract Purchase Order Number: 2167061285**

Date Issued: 6/12/17
Payment Terms: Net 45 Days

This Subcontract Purchase Order, Change Order, or Addendum ("Order") is dated effective as of the date issued above and is by and between Velocitel, Inc. ("FDH Velocitel") and Contractor.

The Order Number MUST be included on your invoice and included in all correspondence to FDH Velocitel.

Please e-mail your invoice to: accounts.payable@FDHVelocitel.com

Contractor:

FDH Velocitel
1033 Skokie Blvd., Suite 320,
Northbrook, IL 60062
Telephone: 224-757-0001
FAX: 224-265-4882

Subcontractor:

AMDOCS INC
1390 TIMBERLAKE MANOR PARKWAY
CHESTERFIELD, MO 63017
Telephone:
Fax:

Additional Insured/Owner:**Job Number:**

10085353-WV017
, VA

Cost Center: 8216CN

PTN Number: 2353A0732M LTE 3C

Group	Item	Description	Quantity	Units	Unit Price	Amount
B7	1	IN01-T3	1.00	EA	1,275.0000	1,275.00
B7	2	IN03-T3	1.00	EA	500.0000	500.00
B7	3	RC01-T3	1.00	EA	285.0000	285.00
B7	4	RC02-T3	1.00	EA	285.0000	285.00
B7	5	SP07-T3	1.00	EA	395.0000	395.00

NotesRemarks

07.13.17 REVISION

Total: 2,740.00




Terms and Conditions:

All goods and services provided hereunder shall be in accordance with the Separate Agreement signed between FDH Velocitel and the Contractor, or if no such separate Agreement is in force, with the terms and conditions attached to this Order. Contractor may not invoice FDH Velocitel, any amount that exceeds a specified value of this Order without the prior written approval of FDH Velocitel. Any and all invoices of Contractor must reference the corresponding Order number (including any pertinent Change Orders or Addendums), and be delivered to the Customer's address specified hereunder. Discrepancies between invoice and Order amounts, not sufficiently documented, will delay payment.

I have read and understand the terms governing this Order and by signing below the Contractor is acknowledging acceptance of this Order.

FDH Velocitel

By 
Title **Corporate Controller**
Date _____

AMDOCS INC

By _____
Title _____
Date _____



FDH Velocitel Standard Order Terms and Conditions

The following applies to the purchase of goods ("Goods") and services ("Services") set forth in this Order. This Order is between the Contractor set forth on the front ("Contractor") and Velocitel, Inc. dba FDH Velocitel set forth on the front ("FDH Velocitel"). This Order becomes a valid and binding obligation of the parties upon the earlier of (i) ten (10) business days after the issue date printed on the front page of this Order unless Contractor notifies FDH Velocitel prior to the expiration of such ten-day period that this Order is rejected by Contractor; (ii) Contractor's approval of this Order by email or other written acknowledgment to FDH Velocitel, or (iii) Contractor commencing performance under this Order. Except for terms expressly agreed to in writing signed by an authorized FDH Velocitel representative, any terms that contradict the printed terms of this Order, and any preprinted term and condition on any Contractor quote or communication for conditions of sale, are not valid.

1. **PAYMENT AND INVOICES:** FDH Velocitel will pay any undisputed amounts according to the payment terms on the face of the Order after receipt of a valid, approved invoice. Contractor shall not invoice FDH Velocitel until Goods have been delivered or Services rendered and accepted by FDH Velocitel. The prices for Goods and Services on the front are complete and include, without limitation: purchase price, taxes, shipping, packaging, labeling, custom duties, storage and insurance. Contractor must submit all invoices to FDH Velocitel within three (3) months following delivery or completion of the Goods or Services. FDH Velocitel will not pay and will not be responsible for any invoices submitted after the expiration of such three-month period.
2. **DELIVERY AND ACCEPTANCE:** All shipping, completion and delivery dates are firm. Shipment of Goods will be D.D.P. destination, unless otherwise set forth on the front page of this Order. Contractor will ship freight prepaid. Contractor must suitably pack or otherwise prepare for shipment of all Goods to prevent damage in transfer. Contractor must comply with all carrier requirements. FDH Velocitel may test or inspect all Goods or Services delivered, but FDH Velocitel's inspection, testing or payment (or lack of inspection, testing or payment) is not an acceptance of Goods or Services or waiver of any right or warranty and does not preclude FDH Velocitel from rejecting defective Goods or Services. FDH Velocitel shall communicate its rejection or acceptance ("Acceptance") of Goods and/or Services within thirty (30) days following delivery of Goods or final completion of Services, as the case may be. Except for such Goods deemed accepted if placed into commercial service without notice of Acceptance by FDH Velocitel, Goods or Services not accepted within such thirty-day period shall be deemed rejected.
3. **CONFIDENTIALITY:** Any and all information, including this Order, learned by Contractor concerning the business or affairs of FDH Velocitel shall be treated as confidential both during the term of this Order, and after termination. Any such information shall not be disclosed to any other person, firm or corporation without the express written consent of FDH Velocitel. Contractor agrees that it will not refer to the existence of this Order in press releases, advertising or materials distributed to prospective customers without the express written consent of FDH Velocitel, which consent may be withheld in its sole discretion. In addition, Contractor shall, with respect to any information, including this Order, received from FDH Velocitel or its agents; (i) Hold such information in strict confidence and use the same only in connection with the Services provided hereunder. (ii) Take such precautions as shall be reasonably necessary to keep such information confidential, and prevent unauthorized disclosure of such information by Contractor's employees and agents; and (iii) Return, or discard, at FDH Velocitel's option, any physical or written records containing such information, whether such records were supplied by FDH Velocitel or prepared by Contractor. The Contractor may retain one copy for their legal records where required by law.
4. **WARRANTIES AND CERTAIN COVENANTS:**
 - a. Contractor warrants and covenants that all Goods and Services delivered shall: (i) conform with this Order and all specifications; (ii) with respect to Goods only, be free from defects in materials, workmanship and design; (iii) with respect to Goods only, be free from liens, restrictions, reservations, security interests or encumbrances; (iv) with respect to Goods only, be suitable for, and perform in accordance with, the particular purposes (A) for which they were purchased by FDH Velocitel and (B) for which they were designed, manufactured or constructed; (v) with respect with Services only, will be provided by individuals who have the expertise, skills, training, and professional education to perform the Services in a professional manner. The warranty period for Goods and Services shall be the longer of: i) the warranty period stated in this Order, the Specifications, or the applicable OEM warranty, ii) two (2) years after Acceptance; or iii) one (1) year after Contractor cured any deficient workmanship discovered during the requisite warranty period. The warranty period in all cases shall commence upon Acceptance.
 - b. Contractor will, at FDH Velocitel's request and without additional expense to FDH Velocitel, promptly correct defects or substitute non-conforming Goods and Services. If Contractor does not promptly correct defects or replace non-conforming Goods or Services, FDH Velocitel, after written notice to Contractor, may make corrections or replace non-conforming Goods or Services and charge Contractor for costs incurred.
 - c. Contractor warrants that neither Goods nor Services, nor FDH Velocitel's use of Goods or Services shall infringe any patent, copyright, trademark, service mark, intellectual property rights or the misappropriation of any trade secret or the violation of a right of publicity or a nondisclosure obligation.
5. **INDEMNIFICATION:** Contractor shall indemnify and hold harmless FDH Velocitel and its client and their respective affiliates, and the directors, officers, shareholders, agents and employees of any of them (collectively, "Indemnitees"), from and against any fine, penalty, loss, cost (including reasonable attorneys' fees), damage, injury, claim, expense or liability (collectively "Liabilities"), including but not limited to, Liabilities resulting from or related to (i) breach by Contractor of these Standard Order Terms and Conditions, including any warranty or representations by Contractor hereunder, (ii) Contractor's acts or omissions leading to injury to or death of any person, or damage to, or loss or destruction of, any property, and (iii) Contractor's negligent performance or non-performance under this Order, whether directly or by its Subcontractors or Contractor's personnel, except for that portion of Liabilities directly caused by the gross negligence or willful misconduct of FDH Velocitel.
6. **PROPRIETARY RIGHTS:** Contractor must promptly disclose and assign to FDH Velocitel all intellectual property generated, conceived or developed under this Order, including but not limited to, inventions, discoveries, designs, developments, improvements and innovations conceived or reduced to practice as a result of this Order, and any resulting patents and other proprietary or intellectual property rights related thereto. Any work of authorship in any form of expression, including but not limited to, manuals and software development under this Order, are works for hire and belong exclusively to FDH Velocitel. If by operation of law, the ownership of works for hire does not automatically vest in FDH Velocitel, Contractor hereby assigns and agrees to assign ownership to FDH Velocitel. Contractor warrants to FDH Velocitel that Contractor's employees are subject to



- agreements that will secure FDH Velocitel's right under this Order.
7. **TERMINATION:** FDH Velocitel may at any time terminate for convenience further performance of all or part of the Order by giving written notice to Contractor. Such termination shall be without liability of any kind to FDH Velocitel if communicated to Contractor thirty (30) days prior to scheduled delivery of Goods or at any time prior to performance of Services. If Contractor, for any reason, fails to ship or deliver Goods or perform Services within the time specified in this Order, FDH Velocitel without liability (except for Goods and Services previously delivered and accepted), may terminate this Order in whole or in part, by written notice to Contractor, and Contractor will be liable to FDH Velocitel for any damages that FDH Velocitel incurs due to non-performance, including the excess cost for substitute Goods or Services.
 8. **LIMITATION OF FDH VELOCITEL'S LIABILITY.** FDH VELOCITEL SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO, LOST PROFIT), SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF RELATING TO THIS ORDER. FDH VELOCITEL'S LIABILITY FOR ANY CLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS ORDER WILL NOT EXCEED THE PRICE OF THE GOODS OR SERVICES GIVING RISE TO THE CLAIM.
 9. **SUBCONTRACTORS:** Contractor may, at its own expense, employ professional service providers, contractors, engineers, or other subcontractors, or professionals, (collectively referred to herein as "Subcontractors"), as it deems necessary or advisable in the performance of its obligations hereunder; provided the Contractor obtains FDH Velocitel's prior written consent to use of any such subcontractor. No such delegation by Contractor, or consent by FDH Velocitel, shall relieve Contractor of any of its obligations hereunder, between FDH Velocitel and Contractor and Contractor shall remain fully liable for the performance of the Services hereunder as if no subcontractor had been employed.
 10. **CONTRACTOR RELEASES:** If reasonably required by FDH Velocitel, Contractor shall furnish to FDH Velocitel final releases of lien in a form reasonably required by FDH Velocitel from Contractor, its Subcontractors and any other persons who may lawfully claim a lien through Contractor. To the extent required by law, such release shall be deemed to arise solely for liens in connection with Goods and/ or Services for which Contractor (for itself and on behalf of its Subcontractors) has received payment from FDH Velocitel.
 11. **INSURANCE:** Prior to commencing work hereunder, Contractor and its Subcontractors (prior to their use) agree to maintain policies of insurance that include, but are not limited to, general commercial liability insurance covering its performance under this Order, worker's compensation insurance to comply with applicable law, employer liability insurance and automobile insurance. All insurance policies will have limits of at least \$1,000,000 per occurrence. If applicable, professional errors and omissions liability insurance policy of not less than \$2,000,000 per occurrence. The limits specified shall not act to limit the liability of Contractor or the indemnification obligation of Contractor to FDH Velocitel. Prior to performing any Services, Contractor must obtain the required minimum insurance and provide Certificate(s) of Insurance to FDH Velocitel showing coverage and limits not less than the minimum amounts shown herein. All policies of insurance shall contain a waiver of subrogation in favor of FDH Velocitel. FDH Velocitel must be listed as an additional insured under the primary and excess insurance policy(s), with the exception of Workers Compensation and Professional Liability.
 12. **APPLICABLE LAW:** This Order shall be governed by, subject to and construed according to the laws of the State of Illinois without regard to conflict of laws provisions. The prevailing party in any formal dispute shall be entitled to recover reasonable attorneys' fees and other legal costs from the non-prevailing party.
 13. **GENERAL :**
 - a. No change, amendment or modification of this Order will be effective unless in writing and signed by an authorized representative of FDH Velocitel and Contractor, respectively.
 - b. Contractor shall not, without FDH Velocitel's prior written consent, assign all or any part of this Order.
 - c. FDH Velocitel's remedies under this Order, in law and equity are cumulative and may be exercised concurrently or separately.
 - d. The invalidity in whole or in part of any provision of this Order will not affect the validity of any other provision.
 - e. Failure by FDH Velocitel to insist upon strict performance by Contractor of any of its obligations under this Order will not waive any subsequent or other defect or failure to perform by Contractor.
 - f. Contractor is an independent contractor and not an agent or employee of FDH Velocitel or of any of its affiliates. Contractor is solely responsible for paying wages, salaries, fringe benefits and any other compensation to or claimed by Contractor's employees.
 - g. FDH Velocitel has the right to offset any amount owed by Contractor to FDH Velocitel under this Order or any other agreement against any amount owed by FDH Velocitel to the Contractor under this Order.
 - h. Written communications to FDH Velocitel should be sent to Velocitel, Inc. dba FDH Velocitel, 1033 Skokie Blvd, Suite 320, Northbrook, IL 60062, Attn: Legal Dept., FAX: 224-265-4882.
 - i. Contractor shall (a) comply and cause its Subcontractors to comply with all applicable federal, state and local laws, ordinances, regulations and orders with respect to its performance of the Services, including, without limitation, any labor, non-discrimination and equal opportunity in employment laws, ordinances, regulations and orders (b) file all reports relating to the services to be performed hereunder (including, without limitation, tax returns), (c) pay all filing fees and federal, state and local taxes applicable to Contractor's business as the same shall become due, and (d) pay all amounts required under local, state and federal workers' compensation acts, disability benefit acts, unemployment insurance acts and other employee benefit acts when due.