

PROFESSIONAL SERVICES CONTRACT

AGREEMENT made this ____ day of December, 2018, by and between:

ERIE COUNTY WATER AUTHORITY

295 Main Street, Room 350
Buffalo, New York 14203

hereinafter referred to as the “Authority”, and

TRANSWAVE COMMUNICATIONS SYSTEMS, INC.

9020 Wehrle Drive
Clarence, New York 14031

hereinafter referred to as “Consultant”.

WITNESSETH

WHEREAS, the Authority desires to contract with the Consultant for microwave radio maintenance services upon the terms and for the consideration hereinafter stated;

WHEREAS, the Consultant represents that it is properly qualified to render such services; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which the said professional services will be furnished;

NOW, THEREFORE, in consideration of mutual promises herein set forth, the parties agree as follows:

1. QUALIFICATION OF CONSULTANT

1.1 The Consultant shall perform its services under this Agreement in a skillful and competent manner in accordance with the prevailing standards of the consulting profession. The Consultant will be responsible to the Authority for errors or omissions in the performance of its services and failure to perform thereof.

1.2 The Contractor will have a working knowledge of Aviat Eclipse products and shall service all equipment at a level that will provide reliable communications. Contractor is approved and authorized to sell, support and service Aviat radio equipment and has submitted a letter, attesting to this representation, as part of its service proposal.

2. SCOPE OF SERVICES

2.1 Background: The Authority owns and operates a multi-transceiver Aviat Eclipse microwave radio system located at 3030 Union Road (Service Center), Cheektowaga, and 295 Main Street (Ellicott Square Building), Buffalo. The microwave radio system forms a single link to connect the two locations with a high-speed Ethernet connection via multiple 11 GHz Transceivers. The microwave system is used for voice and data communication between these two locations.

2.2 Description of Services: This Agreement is for the maintenance, repair, and adjustments, which are required to maintain optimum overall system performance of the existing 11GHz microwave radio system including any firmware and software updates. This service agreement covers the microwave radios and related equipment located at the Service Center, 3030 Union Road, Cheektowaga, and the Ellicott Square Building, 295 Main Street, Buffalo. The 11 GHz link is used for data and voice transmissions between these locations. Radios are in a dual 2+0 configuration. Six foot dual polarized high performance antennas are used at each end.

2.3 Equipment to be Serviced: The equipment to be serviced is presently installed and operating and consists of:

	EQUIPMENT LIST	TOTAL	UNION RD	ELLICOTT SQ
	DESCRIPTION	QTY	QTY	QTY
1.00	TRANSMISSION EQUIPMENT			
1.00	Eclipse products			
1.01	Eclipse IRU 600 2+0/2+0 11 GHz w/INUe	2	1.00	1.00
1.02	IRU600 Rfsection Assembled 2+0 1 Ant TxTxrrrx Main 3RU, High Power / High Power, 11Ghz	4	2.00	2.00
1.03	Ext Brkt Kit IRU600 2 Shelf	2	1.00	1.00
1.04	Wg Ext Kit 11Ghz 2Nd Shlf 2+0/Fd	2	1.00	1.00
1.05	RAC 60, 380Mbps, 56Mhz, 256QAM+DPP	8	4.00	4.00
1.06	Eclipse, intelligent Node Unit, 2RU Ext, incl. IDCe, Fan 2RU, NCCv2	2	1.00	1.00
1.07	DAC Ge3, Gigabit Ethernet Switch Card	4	2.00	2.00
1.08	Gigabit Ethernet Sfp, Optical 1000Base-Lx 10 Km, Plug-in Module (LS38-C3S-TC-N)	4	2.00	2.00
1.09	Sfp to Sfp Fiber Cable Assy, DAC Ge3, 1M	4	2.00	2.00
1.10	Auxiliary & Alarm I/O Option Card	2	1.00	1.00
1.11	Node Protection Card	2	1.00	1.00
1.12	Node SW License, 1.2 Gbps total Radio Payload Capacity	2	1.00	1.00
1.13	Layer 1 Link Aggregation On DAC Ge	4	2.00	2.00
3.00	ANTENNA SYSTEMS			
3.00	Antennas and Waveguides			
3.01	ANTENNA, 6' DUAL POL 11 GHZ WITH DDP6P-3J107BSE RADOME	2	1.00	1.00
3.02	Elliptical Waveguide, 10.2–11.7 Ghz, Standard, EW90 Wr90, Per Foot	550	400.00	150.00

3.03	Cpr90 Connector, Fixed-Tuned	190SE	8	4.00	4.00
3.04	Hanger Kit (Kit of 10) 11Ghz	42396A-5	18	12.00	6.00
3.05	Hardware Kits	31769-1	18	12.00	6.00
3.06	Ground Bus	GB11446J	1		1.00
3.07	Grounding Kit (24", 2 Hole, Lug Attached) 11, 13Ghz	241088-2	12	6.00	6.00
3.08	Ldf4.5 Hoisting Grip (29958)	AND-29958	4	2.00	2.00
3.09	Pressure Window 11Ghz	55001-90	4	2.00	2.00
3.10	Entrance Panel, Single	204673-1	1		1.00
3.11	Flex Waveguide Wr90, 8.2-12.4 Ghz, FWG-103200-900 Cpr90G/Cpr90G, 36 in (F090CCS3, FT16-PVZ-021-021/M900)		4	2.00	2.00
3.12	Thread Rod Support 12" (305MM) Long, Kit of 5	31771-4	5	3.00	2.00
3.13	Automatic Dehydrator, 2.0-5.0 Psig, 115/230 Vac, MT050A-81015 50/60 Hz, 19" Rack Mount		1		1.00
4.00	ADDITIONAL EQUIPMENT				
4.01	48 V DC POWER SYSTEM fp2+24/150 2ac 2b2l gmt lvbd	272574/241115.105/236	2	1.00	1.00
4.02	BATTERY STRING	PRC1235	1		1.00
4.03	CONNECTORS/CABLES/HARDWARE	MISC	2	1.00	1.00

2.4 Place of Service: All equipment is located at Service Center, 3030 Union Road, Cheektowaga and Ellicott Square Building, 295 Main Street Buffalo, New York. In case servicing requires removal of the equipment to the Contractor's shop, the Contractor shall be available, through the original equipment manufacturer, for availability of exchange assemblies to facilitate the repair of defective assemblies.

2.5 Standard of Service: All service and adjustments shall restore the equipment to original manufacturer's operating levels as follows:

2.5.1 Standard Coverage:

Principal period of maintenance is seven (7) days per week, twenty-four (24) hours a day.

2.5.2 Response Time:

- a. Telephone response will be made by a service engineer within one (1) hour from the time the trouble is reported to determine the nature of the problem.
- b. Site response by a service engineer will be twenty-four (24) hours for minor (non-service interrupting) troubles and four (4) hours for major (service interrupting) troubles from the time the trouble is verified by an engineer via telephone.

2.5.3 Spare Part Support (See ¶ 3.2.2 of this Agreement):

The Contractor will be responsible for all repair/replacement costs

required to maintain the customer's spare inventory for the system, which consists of the following items:

	Part Number	Quantity
Rfu, Hp, IRU600, 11 Ghz Lb, 10700-11200 Mhz	ERH-111-001	1
Rfu, Hp, IRU600, 11 Ghz Hb, 11200-11700 Mhz	ERH-112-001	1
Auxiliary & Alarm I/O Option Card	EXA-001	1
Fan Card Mk2	EXF-002	1
INUe, 2RU Fan Card	EXF-101	1
Node Controller Card, Serial Mgmt, Version 2	EXN-002	1
DAC Ge, Gigabit Ethernet V2	EXD-180-002	1
RAC 60, 380Mbps, 56Mhz, 256QAM+DPP	EXR-660-001	1
Node Protection Card	EXS-001	1
DAC Ge3, Gigabit Ethernet Switch Card	EXD-181-001	1
Gigabit Ethernet Sfp, Optical 1000Base-Lx 10 Km, Plug-in MODULE (LS38-C3S-TC-N)	EXG-261-SFP-GE-O	1
Sfp to Sfp Fiber Cable Assy, DAC Ge3, 1M	037-579461-001	1
Rectifier Module, HE	241115.105	1

2.5.4 The Vendor must have adequate ability to test and support the wireless network and at a minimum must have the following test equipment:

- a. Path Alignment Equipment, including:
 - i. XL Microwave, Model 2200 or equivalent
- b. RF Test Equipment:
 - i. Hewlett Packard, counter/power meter, Model 5348A or equivalent
 - ii. Hewlett Packard, Hi power sensor, Model 8485A or equivalent
 - iii. Hewlett Packard, Low power sensor, Model 8485D or equivalent
 - iv. Hewlett Packard, 70 db step attenuator, Model

8495B #1 or equivalent

- v. Hewlett Packard, 11 db step attenuator, Model 8494B #1 or equivalent
- vi. Anritsu 3-20 g Sweep analyzer, Model S820D or equivalent
- vii. IFR, RF Analyzer, Model 1200S or equivalent
- c. Packet (Traffic Generator) testing equipment for the monitoring of Ethernet Traffic Throughput including:
 - i. Gigabit Ethernet Traffic: Sunrise Telecom Model SSMTT-EPL with proper modules and interfaces or equivalent to monitor Gigabit Ethernet traffic
 - ii. Ixia 400 Traffic Generator (or equivalent) Performance Monitor with 10/100 Ethernet modules
- d. Bit Error Rate Testing equipment i. Digital Lightwave, Model ASA- PKG-OC12 for DS1/DS3, OC3 testing or equivalent

2.6 Planned Maintenance:

- 2.6.1** The Contractor will perform two (2) complete system checkups per year. The Contractor must supply an appropriate checklist which must be approved by the Authority for each checkup.
- 2.6.2** Miscellaneous additional work will only be performed upon approval from the Authority. A proposal indicating the Additional Scope of Work and Estimated Cost will be required and prior approval from the Authority is required.

2.7 Parts and Material Costs:

- 2.7.1** The Contractor shall provide Aviat Eclipse products or equivalent repair parts for all parts which fail to operate as a result of age or normal wear and usage, which are not included in the Spare Part Support ¶ 2.5.3 above.

2.7.2 Parts and materials in addition to those identified in the Spare Part Support ¶ 2.5.3 above will be paid for by the Authority. Prior written notification and approval from the Authority will be needed before service is performed. Profit and overhead are to be charged on parts and materials only at a rate not to exceed 15%. The Contractor shall provide copies of parts and material invoices with their bills.

3. COMPENSATION:

3.1 Payment:

3.1.1 The Contractor shall, on the first day of each year under this Agreement, invoice the Authority fees listed in ¶ 3.2.2 below in advance in accordance with the annual charge agreed upon in this Agreement.

3.1.2 All labor and parts charges not covered by this Agreement shall be invoiced at the time these charges are incurred. Invoices shall show dates, nature of charge and identification of locations involved. See ¶3.3 for Standard Labor Rates.

3.2 Annual Fee for servicing both Authority’s Locations (Service Center, 3030 Union Road, Cheektowaga, New York and Ellicott Square Building, 295 Main Street, Buffalo, New York).

3.2.1 Terms include 24 hours per day, 7 days per week coverage.

3.2.2 Prices below also include Annual Fees and Fees for Spares Support.

<u>Term:</u>	<u>Price:</u>
01/01/2019 – 12/31/2020	\$19,475.00 annually
Optional renewal year 1: 01/01/2021 – 12/31/2021	\$19,475.00 annually
Spare Parts Maintenance	\$ 2,350.00 annually

3.3 Standard Labor Rates: Time and Material

<u>Description:</u>	<u>Preferred Rate:</u>
Engineering	\$250.00 per hour
Technical	\$150.00 per hour
Technical Overtime	\$225.00 per hour
Installation	\$105.00 per hour

Installation Overtime	\$157.50 per hour
Tower	\$160.00 per hour
Tower Overtime	\$240.00 per hour

Above pricing includes mobilization/demobilization to the two Authority sites, Service Center and Ellicott Square Building, as required to maintain the terms of this Agreement.

4. TERM:

4.1 The term of the Agreement will be January 1, 2019, through December 31, 2020, (two years). If the Authority and the Contractor mutually agree to continue this Agreement after December 31, 2020, it shall be extended for not more than one-year on the same terms and conditions provided for herein. The Contractor shall provide written notification to the Authority of the one-year extension prior to the expiration of the initial term of this Agreement.

5. MISCELLANEOUS:

5.1 All parts and materials under this Agreement shall be new and unused.

5.2 All replaced parts and materials shall be removed from the work site and disposed of using proper disposal methods.

5.3 This Agreement for work, materials, and/or supplies, at the sole discretion of the Authority, may include additional work, materials, or supplies for the purpose of completing this contract as originally proposed and designed. Such additional work, materials, and supplies shall be ordered by the Authority in writing and shall be paid pursuant to unit contract prices contained in this Agreement, or where there are no such unit prices, by a lump sum proposal accepted by the Authority in writing.

6. SUBCONTRACT AND ASSIGNMENT:

6.1 The Consultant may not subcontract or delegate any of the work, services, and/or other obligations of the Consultant without the express written consent of the Authority. The Authority and the Consultant bind themselves and their successors, administrators and assigns to the terms of this Agreement. The Consultant shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.

7. AMENDMENTS:

7.1 No modification or variation from the terms of this Agreement shall be effective unless it is in writing and authorized by a resolution of the Board of Commissioners of the Authority and signed by all parties.

8. RIGHT TO TERMINATE:

8.1 The Authority reserves the right to terminate the Consultant's services at any time, without cause, based on seven (7) days written notice. Consultant shall not be entitled to lost profit and shall perform only such services, after notification of termination, as the Authority directs.

9. INDEMNIFICATION:

9.1 The Consultant shall indemnify the Authority against any and all claims arising from the services performed by the Consultant herein and shall defend and hold harmless the Authority from and against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees based upon or arising out of damage to property or injury to persons or other tortuous conduct caused or contributed to it by the Consultant or anyone under its direction or control or on its behalf in the course of its performance under this Agreement. The Consultant further agrees to indemnify, defend and hold harmless the Authority from any and all claims in reference to the services performed by the Consultant hereunder which may infringe on a patent, copyright, trade secret or other proprietary right of any third party.

10. CONFIDENTIAL INFORMATION:

10.1 In order to assist the Consultant in the performance of this Agreement, the Authority may provide the Consultant with confidential information including, but not limited to information relative to the services to be performed. All information received by the Consultant in any fashion and under any conditions resulting from the rendering of the services in consideration of this Agreement, is considered confidential. The Consultant shall hold in confidence and not disclose to any person or any entity, any information regarding information learned during the performing of services including but not limited to information relative to the services to be performed.

10.2 The Consultant shall use at least the same degree of care to protect and prevent unauthorized disclosure of any confidential information as it would use to protect and prevent unauthorized disclosure of its own proprietary information. The Consultant shall use confidential information only in the performance of this Agreement. No other use of the confidential information whether for the consultant's benefit or for the benefit of others shall be permitted.

10.3 In no event is the Consultant authorized to disclose confidential information without the prior written approval of the Authority. The terms of this paragraph shall be binding during, and subsequent to the termination of, this Agreement.

11. INSURANCE:

11.1 The Consultant shall secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting there from in the amounts indicated on Exhibit A. The Consultant shall provide and maintain insurance that will provide coverage for claims arising out

of the negligent performance of its services. The Consultant shall provide Certificates of Insurance, certifying the coverage required by this provision.

12. COPYRIGHTS, TRADEMARKS, AND LICENSING:

12.1 All materials produced under this Agreement, whether produced by the Consultant alone or with others, and whether or not produced during regular working hours, shall be considered work made for hire and the property of the Authority. The Consultant shall during, and subsequent to the terms of, this Agreement, assign to the Authority, without further consideration, all right, title and interest in all material produced under this Agreement. All material produced under this Agreement shall be and remain the property of the Authority whether or not registered.

12.2 In performing work under this Agreement, the Consultant may be granted access to the Authority's GIS data, documents, and other information. The Consultant understands and agrees that the use of such data, documentation and information shall be treated as confidential information and the Consultant shall abide by the terms and conditions of any confidentiality and copyright leasing agreements (attached as Exhibit B).

13. NEW YORK LAW AND JURISDICTION:

13.1 Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Consultant and the Authority shall be governed, interpreted and decided by a court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.

14. CONFLICTS OF INTEREST:

14.1 The Consultant represents it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the services, or which would prevent the Consultant from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Consultant will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without further liability of the Consultant, except to pay for services rendered.

15. ADDITIONAL CONDITIONS:

15.1 The Consultant and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the services to be performed. The parties agree to negotiate in good faith to agree upon such additional terms.

16. ENTIRE AGREEMENT:

16.1 This Agreement constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein. This Agreement supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

17. INDEPENDENT STATUS:

17.1 Nothing contained in the Agreement shall be construed to render either the Authority or the Consultant a partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Consultant shall remain an independent contractor responsible for its own actions. The Consultant is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

17.2 The Consultant is free to choose the aggregate number of hours worked and substantially all of the scheduling of such hours as it shall see fit at its discretion within the limitations set forth hereinbefore in ¶¶ 2.5 and 3.2.1.

17.3 Neither the Consultant nor its employees shall be considered under the provisions of this Agreement or otherwise as having an employee, servant or agency status or as being entitled to participate in any plans, arrangements or distributions of the Authority.

17.4 In providing the services under this Agreement, the Consultant represents and warrants that it has complied with all applicable federal, state and local laws particularly with respect to licenses, withholdings, reporting and payment of taxes. The Consultant agrees to furnish copies of documentation to the Authority evidencing its compliance with such laws. The Consultant further represents and warrants that any income accruing to the Consultant and its employees from the Agreement shall be reported as such to the appropriate taxation authorities.

18. COMPLIANCE:

18.1 The Consultant agrees that the Agreement herein shall be in compliance with and governed by the provisions of Section 2875, 2876 and 2878 of the Public Authorities Law of the State of New York. The Consultant further affirms under the penalties of perjury that there was no collusion in the proposal submitted herein to the Authority, which forms the basis of the within Agreement.

19. GRATUITIES:

19.1 The Consultant prohibits its employees from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstance, which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The Consultant or its employees shall not, under circumstances which might be reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Authority.

20. NOTICE:

20.1 Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses hereinbefore stated. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.

21. SEVERABILITY:

21.1 If any provision of this Agreement shall be held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this Agreement shall not be affected thereafter.

22. TERMINATION:

22.1 The Authority reserves the right to terminate this Agreement in the event it is found that the Certification filed by the Consultant in accordance with New York State Finance Law §139-K was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Consultant in accordance with the written notification terms of this Agreement.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

**TRANSWAVE COMMUNICATIONS
SYSTEMS, INC.**

By _____
Raymond E. Rabb, President

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of December, 2018, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the Chairman of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of December, in the year 2018, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he resides in _____, New York, that he is the President of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Notary Public

EXHIBIT A

INSURANCE AND CERTIFICATES OF INSURANCE

EXHIBIT B

ERIE COUNTY WATER AUTHORITY CONFIDENTIALITY AND COPYRIGHT LICENSING AGREEMENT

LICENSE:

Upon execution of this Agreement, the Consultant acquires from the Authority a license to use the aforementioned property of the Authority for the purpose of completing the work under this Agreement.

The Authority reserves the right to incorporate any Consultant-created data into the Authority's database.

OWNERSHIP:

This License Agreement does not constitute a transfer of title or interest in the data. Any portion of the data that is modified or merged into another computer file or program by the Consultant, or is integrated with other programs or data to form derivative products, shall continue to be subject to the provisions of this License Agreement. The Authority retains ownership of the data and all such portions.

CONFIDENTIALITY CLAUSE:

The Consultant agrees that all digital data and hard copy from the ECWA GIS Basemap Features provided to the Consultant are copyrighted by the Authority, are protected by the copyright laws of the United States, and are furnished to the Consultant with all rights reserved. Therefore, the Consultant is hereby permitted to use the digital data and hard copies thereof only for the purposes allowed under this Agreement. The Consultant agrees not to otherwise copy, reproduce or use the digital data, hard copy, or the information contained therein for any other purpose whatsoever.

COPYRIGHT NOTICE:

The copyright notice included in each of the files is not only to be retained in those files but is also to be included in any copies made of those files. No part of the files may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photographing and recording, or by any information storage or retrieval system, except as expressly permitted in writing by the Authority.

Upon notification by the Authority of any changes in copyright requirements, the Consultant will make said changes to all subsequent maps or reports, as required.

LIMITATION OF LIABILITY:

ECWA GIS Basemap Features are compiled to National Map Accuracy Standards for 1"=100' scale mapping by Woolpert, Dayton, Ohio, using Stereo photogrammetric methods from aerial photography dated April, May, and/or November, 1990. The control grid is based on New York State Plane Coordinates and North American Datum 1983. The parcels are from Erie County Tax Maps which were available in the County Finance office in June of 1993.

The Authority makes no claims as to the accuracy of the ECWA GIS Basemap Features and assumes no responsibility for their positional or content accuracy. The Authority makes no claims as to the ability of the ECWA GIS Basemap Features to fulfill Consultant application requirements.

In providing data, the Authority assumes no obligation to assist the Consultant in the use of the data, or in the development, use, or maintenance of any applications applied to the data.

Consultant recognizes and agrees that the Authority makes NO REPRESENTATIONS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, NOR ARE ANY SUCH WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE DATA OR INFORMATION FURNISHED.

TERMINATION:

The License to use data terminates upon completion of the work under this Agreement.

LIQUIDATION OF DAMAGES FOR BREACH OF AGREEMENT:

The parties agree that if Consultant breaches the Agreement and uses or discloses any of the copyrighted information in any way other than that allowed, during or subsequent to the terms of this Agreement for any purpose whatsoever, the damages of the Authority shall be deemed liquidated at three times the amount of the total Agreement price.

In addition to treble damages for breach of Agreement, Consultant will additionally forfeit the license acquired to use aforementioned copyrighted property of the Authority.

SPECIFIC TERMS OF ACCEPTANCE:

This Agreement constitutes the entire agreement between the parties.