



END•TO•END TECHNOLOGY

Prepared for:

Erie County Technical School

Prepared by:

Diane Hubner

We have prepared a quote for you

7954 - Erie County Technical School-
Technology Needs Assessment

Quote # 007954
Version 1

About AEC Group

AEC Group - Technology Solutions

In 2019, AEC Group, LLC (a WBENC certified organization) was born out of AEC Group, Inc.'s Technology Solutions Division (TSD), which was established in 1999. AEC Group, LLC continues operating under the same management team, sales team, engineering team, and back office team which has been providing exemplary customer service to its clients for years.

AEC Group has over 20 years of experience delivering solutions focused around data center infrastructure, virtualization, data lifecycle management, security, cloud transformation, virtual workspaces, and managed services solutions. AEC Group supports organizations ranging in size from SMB to the Fortune 100 leveraging best-of-breed technologies to address business challenges.

AEC Group is deeply committed to being a single source for design, consultation, support and implementation services. In this ever changing world of technology, AEC Group can be counted on as a trusted partner.

AEC Group - Consistent Partnership in a Changing Realm

Proposal Disclaimer

Please note that before accepting any material or service order AEC Group reserves the right to revise proposal components that have unexpectedly changed price or availability due to United States or foreign tariffs. In these cases a revised proposal will be provided to the customer for review and execution.

7954 - Erie County Technical School-Technology Needs Assessment

Prepared by:**AEC Group - Oakdale**

Diane Hubner
(412) 206-2228
Fax 412-4464770
dhubner@aecgroup.com

Prepared for:**Erie County Technical School**

8500 Oliver Road
Erie, PA 16509
Fred Walker
(814) 464-8660
hfwalker@ects.org

Quote Information:**Quote #: 007954**

Version: 1
Delivery Date: 04/08/2021
Expiration Date: 04/12/2021

Quote Summary

Description	Amount
AEC - Fixed Fee Services	\$19,600.00
Total:	\$19,600.00

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

AEC Group - Oakdale

Erie County Technical School

Signature: _____

Name: Diane Hubner

Title: _____

Date: 04/08/2021

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number: _____

AEC - Statement of Work

Erie County Technical School

7954 - Erie County Technical School-Technology Needs Assessment Project

Document Control

Preparation

Title	Name	Contact Info
Account Manager:	<u>Diane Hubner</u>	412-206-2228
Solution Architect:	<u>Steve Hutton</u> <u>Jared Zerbini</u>	412-206-2453 412-206-2462

Executive Summary:

Erie Technical School has contracted AEC Group to perform a school technology needs assessment. This assessment will cover information technology services, the installed application base (both end-user and system), overall technical infrastructure and security posture.

This engagement will be broken into the following areas of focus:

- **Discovery:** AEC group will complete a detailed discovery process focusing on existing technology.
- **Survey:** AEC Group will conduct a survey of key stake holders to gauge the importance and functionality of current solutions.
- **Gap Analysis:** Based on the combined data discovered through the discovery process and the survey, AEC Group will perform a gap analysis.

- **Recommendations:** AEC group will make recommendations based on data produced by the gap analysis.

The final deliverable of this engagement will be documentation covering the findings produced as a result of the above processes.

Discovery:

AEC Group will complete a discovery phase and research discovered data. Below is a high-level list of components covered in the discovery phase. The list represents a general overview of what will be discovered. However, additional items not included here could be added based on findings during the discovery process. Anything related to the information technology department will be considered important. This phase is important as it will allow AEC Group to make recommendations on what existing investments should continue to be leveraged or optimized as well as suggest new technologies that may be required.

Applications:

- System
 - Backup/DR
 - Active Directory
 - Hypervisors
 - Email
 - Monitoring
 - Databases
 - MDM/MAM Solution
 - RDS/Citrix/Horizon
- End user
 - Staff Applications
 - Student Applications
 - Collaboration
 - SaaS/Cloud apps
 - Remote desktop/Published Apps

Network:

- Bandwidth
- Number of locations

- Router/Switch configuration
- Service providers

Infrastructure:

- Virtualization
- Storage
- Compute
- End user hardware
- Firewalls/Switches

APs

- Cloud presence

Datacenter:

- Secure
- Cooling
- Racks
- Power/UPS

Security:

- Endpoint
- DLP
- Web
- Network
- Cameras
- Remote access
- MDM policies
- Security Monitoring

Voice:

- Type of Phone Users
- Type of Phones

- Applications in use
- Voice Network Architecture
- Make/Model of PBX

Survey:

As part of the school technology needs assessment, AEC Group will develop a survey to assist in finding and prioritizing where Technology is working as expected as well as determine potential areas of improvement. AEC Group will work with Erie Technical School's project leaders to distribute the survey to appropriate parties. It will jointly be decided who will receive the survey. Those taking the survey could include management, staff, students or more specific groups of technology users. Data from the survey can help determine what solutions are considered high use and most important to the school's function. It may be determined that some solutions are sufficient or recommendations may be made to improve on what is already in place.

Gap Analysis:

AEC Group will perform a gap analysis combining information attained from both the survey and discovery phases. The gap analysis information will be reviewed and discussed with the appropriate Erie Technical School team members. Data collected as a result of meeting with the Erie Technical School team members will assist in guiding AEC Group recommendations.

Recommendations:

Based on all the data collected, AEC Group will make recommendations to the Erie Technical School.

Recommendations will be made while taking the following into consideration:

How can existing investments be leveraged or improved?

How can existing investments be optimized?

What gaps are there in the existing configuration?

What new investments could potentially be made to improve user experience?

What new investments could potentially be made to improve functionality, performance and security of Information Technology at The Erie Technical School?

Recommendations may be based on the importance and needs of end users, the age and functionality of current systems or potential gaps in existing solutions that could leave the school vulnerable or inoperable. General areas where improvement is needed or easily accomplished will also be brought to light. Potential Solutions should also be easily managed within the current environment.

AEC - Terms and Conditions

THESE TERMS AND CONDITIONS (COLLECTIVELY, THE “TERMS”) ARE INTENDED TO ACCOMPANY THE PROPOSAL(S) OR SCOPE OF WORK DOCUMENT(S) (EACH, A “PROPOSAL”) TO WHICH THEY ARE ATTACHED. THESE TERMS, TOGETHER WITH THE PROPOSAL AND ALL ATTACHMENTS, SUPPLEMENTS, AND EXHIBITS ATTACHED THERETO, ARE COLLECTIVELY REFERRED TO AS THE “AGREEMENT”. **BY SIGNING THE ACCOMPANYING PROPOSAL(S), YOU (THE “CLIENT”) AGREE TO BE BOUND BY THESE TERMS.**

Services and Deliverables

a. Services and Deliverables. AEC Group, LLC (“AEC”) shall provide the services (collectively, the “Services”) and/or the materials and project deliverables or outputs (collectively, the “Deliverables”), as applicable, to Client as described in the Proposal.

b. Change Orders. Either AEC or Client (each a “Party” and, collectively, the “Parties”) may request changes to the Services and/or the Deliverables. Changes must be requested in writing with sufficient detail to enable the other Party to assess what modifications to the Proposal are required (a “Change Request”). If the Party receiving the Change Request wishes to proceed with a Change Request (in such Party’s sole discretion), the Parties will agree to a Change Order (a “Change Order”). Neither Party shall have an obligation to carry out any Change Request until a written Change Order has been signed by both Parties; provided, however, if Client requests that AEC proceeds with the Change Request (without a written Change Order) and AEC does so, AEC shall be entitled to reimbursement of its resulting costs and to an extension of time for any resulting delay.

c. Acceptance of Deliverables and Services. With respect to any Deliverables delivered and/or Services performed under the Proposal, Client shall have thirty (30) calendar days to inspect the Deliverables and/or Services after AEC notifies Client that the Proposal has been substantially completed. If Client elects not to accept a Deliverable or any Services during that time period, Client must provide written notice to AEC, which notice must specify in reasonable detail the reasons that Client believes that the Deliverables and/or Services fail to meet the requirements in the Proposal. Upon receipt of such notice and confirmation by AEC of the non-conformance of any Deliverables and/or Services, AEC will correct such Deliverables and/or Services and re-submit the Deliverables and/or Services to Client for review and acceptance. Client will be deemed to have accepted the corrected Deliverables and/or Services upon the first to occur of (i) the passage of thirty (30) calendar days following the date on which AEC notifies Client in writing that the Deliverables and/or Services have been corrected without AEC’s receipt of notice of non-acceptance by Client, or (ii) use by Client of the corrected Deliverables and/or Services. Acceptance by Client will not be unreasonably withheld.=

d. Ownership. As between Client and AEC, Client shall own, upon payment of the applicable fees due AEC hereunder, all right, title and interest in all Deliverables, including all intellectual property rights therein (subject, however, to ownership rights of third party license holders and lessors, as applicable). All Deliverables shall, to the extent possible, be considered a work made for hire for Client within the meaning of 17 U.S.C. § 101. Subject to Client’s payment of fees due to AEC hereunder, AEC hereby assigns and agrees to assign to Client any right, title, or interest AEC may have in and to the Deliverables. Notwithstanding the foregoing, Client acknowledges that certain of the Deliverables may consist of a license to use software developed by a third party, in which instance, AEC shall grant to Client a sublicense to use such software. Client further acknowledges that part of the Deliverables may contain certain generic and reusable templates, tools, processes, methodologies or materials developed by AEC which have been and/or will be used by AEC for other customers (collectively, the “AEC Tools”). AEC retains title to all such AEC Tools and grants to Client a nonexclusive, royalty-free, perpetual license to use, reproduce, modify, and prepare derivative works of such AEC Tools as such AEC Tools are embedded in or otherwise relate to the Deliverables under the Agreement. Client acknowledges and agrees that AEC is in the business of providing consulting services for a wide variety of clients and Client understands that AEC will continue these activities. Accordingly, nothing in the Agreement shall preclude or limit AEC from providing consulting

services and/or developing software or materials for itself or other clients, irrespective of the possible similarity of materials, which might be delivered to the Client. Moreover, notwithstanding anything else herein to the contrary, any and all ideas, concepts, know-how, techniques, inventions, discoveries and improvements developed during the term of the Agreement by AEC personnel, alone or in conjunction with Client personnel, may be used by AEC in any way it deems appropriate, including, without limitation, by or for its clients and/or customers, without an obligation to account to Client for such use.

2. Confidentiality. Client acknowledges and agrees that all information provided, whether orally, electronically, in writing, visually or otherwise, by AEC to Client, that is non-public and related to AEC's business or activities is deemed by AEC to be confidential (collectively, "Confidential Information"). Client shall not, directly or indirectly, disclose, publish or communicate the Confidential Information, or any portion thereof, to any third party, without the prior written consent of AEC. Client shall use the same degree of care as it uses to protect its own Confidential Information (but, in no event, less than reasonable care) to protect Confidential Information received from AEC. Client shall take reasonable steps to advise its employees (including all subcontractors), consultants and advisors of the confidential nature of the Confidential Information, and of the prohibitions on disclosing such Confidential Information. Client shall only use Confidential Information in furtherance of the performance of the Agreement. Client shall immediately notify AEC if Client becomes aware that the Confidential Information is used, distributed, or communicated in a manner not authorized by the Agreement. "Confidential Information" shall not include information which (i) at the time of disclosure or thereafter is generally available to the public, not as a result of any direct or indirect action or inaction of Client; (ii) is in the possession of Client without an obligation of confidentiality at the time of disclosure by AEC; or (iii) is developed by Client without any use of, reference to, or access to the Confidential Information. All copies of Confidential Information shall be returned to AEC promptly upon AEC's request. In the event that Client shall be compelled by law, regulation, or legal process to disclose Confidential Information, Client shall, unless legally prohibited, provide AEC with prompt notice of the required disclosure in order to permit AEC the opportunity to seek a protective order or other appropriate relief. If disclosure is nonetheless required, Client shall limit its disclosure to only that portion of the Confidential Information which it is advised by its legal counsel must be disclosed. Client's obligations to protect the Confidential Information will survive for two years after the termination of the Agreement. All Confidential Information shall remain the property of AEC. In the event that Client and AEC have executed a separate non-disclosure agreement ("NDA"), and a material term in the NDA is inconsistent with this Section 2, such term in the NDA shall control.

3. Client Responsibilities. Except as otherwise set forth in the Proposal, Client agrees to comply with all reasonable requests of AEC, at no charge to AEC, which are necessary for AEC's performance of the Agreement, including, but not limited to, furnishing adequate workspace, administrative support, documents and records, computer facilities, and personnel. Client personnel assigned to work on matters related to the Agreement shall be qualified for the tasks for which they are assigned. Client is responsible for the overall management and control of the Services and the results to be achieved from using the Services and any Deliverable. Client acknowledges and agrees that AEC's performance is dependent on Client carrying out its responsibilities as set out in the Agreement. Should Client fail to perform any of its obligations under the Agreement, AEC shall not be responsible for any delay or other consequences due to such failure.

4. Fees and Payment. Client shall pay to AEC the fees due to AEC as set forth in the Proposal or as otherwise agreed to in writing signed by the Parties. Unless the Proposal states otherwise, the fees are exclusive of applicable taxes, levies, duties, governmental charges, and expenses (with the exception of AEC's income taxes), or similar additions or deductions of any kind, which amounts will be billed to and paid by Client. Any special expense reimbursement arrangements shall be mutually agreed to and set out in the Proposal. All invoices shall be issued by AEC as set forth in the Proposal and shall be paid by Client, without offset, in United States Dollars by wire transfer, certified check, bank check, or such other method as may be agreed upon by AEC, thirty (30) days from the date of invoice. AEC reserves the right to charge Client a late charge equal to the lesser of 1.5% per month or any partial month, or the highest applicable rate allowed by law, on undisputed accounts that are overdue by more than thirty (30) days. If any proceedings shall be

instituted by AEC to collect any monies overdue to AEC hereunder, Client shall pay AEC's reasonable attorneys' fees and other costs of collection. If any amounts due to AEC from Client become past due for any reason, AEC may, at its option and without further notice, withhold further Services or Deliverables until all invoices have been paid in full.

Term and Termination.

a. Term of Agreement. The term of the Agreement shall be the time period stated in the Proposal, if any, or where no time period is specified, the term shall commence upon full execution of the Proposal by the Parties and terminate upon completion of performance, unless sooner terminated as set forth herein. If Client requests and AEC commences performance prior to the Parties' execution of a Proposal, these Terms shall nonetheless cover AEC's performance. The following sections of these Terms shall survive the expiration or earlier termination of the Agreement: (i) Section 1(e) (Confidentiality), (ii) Section 1(d) (Ownership), and (iii) Section 5 (Limited Warranties and Disclaimer of Warranties).

b. Termination.

i. Termination Prior to Commencement. The Agreement may be terminated by either Party prior to the commencement of any Services or Deliverables upon sixty (60) days' prior written notice to the other Party.

ii. Termination for Breach. Either Party may terminate the Agreement at any time in the event of a breach by the other Party of a material covenant, commitment, or obligation under the Agreement that remains uncured: (A) in the event of a monetary breach, after ten (10) calendar days following written notice thereof, or (B) in the event of a non-monetary breach, after thirty (30) days following written notice thereof.

iii. Obligations upon Termination. Termination of the Agreement for any reason shall not discharge Client's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Client shall be liable for any and all fees and expenses (subject to Section 4) incurred by or on behalf of AEC in AEC's performance of the Agreement through the effective date of termination, including, but not limited to, all hours logged in reliance upon Client's execution of the Proposal at the labor rates in effect as of the date of the Proposal, the cost of all materials installed and/or purchased by AEC on a nonrefundable or nonreturnable basis, and all third party restocking fees. Subject to the foregoing and upon Client's payment of all fees and expenses due hereunder, AEC shall deliver any work in progress completed up to the date of termination, if applicable. Upon termination, Client shall promptly return to AEC any equipment, materials, or other property of AEC which are in Client's possession or control. A termination of this Agreement shall not affect any other agreement or proposal between the Parties, whether related to the same or similar Services and/or Deliverables as outlined in the Proposal(s) or otherwise.

Limited Warranties and Disclaimer of Warranties.

a. Intellectual Property Infringement. AEC represents and warrants that the Deliverables provided hereunder will not infringe upon the U.S. intellectual property rights of any third party. AEC shall, at its own expense, defend any suit or proceeding brought against Client and/or its agents or employees based on any allegation by a third party that the Deliverables, or any part thereof, infringes any U.S. patent copyright, or trade secret of such third party. AEC shall pay all damages and reasonable costs and fees finally awarded by a court of competent jurisdiction to such third party arising out of any such claim, provided that Client has given AEC prompt written notice of such claim, all necessary cooperation and assistance in the defense thereof, and the right to control all aspects of the defense thereof, including the right to settle or otherwise compromise the claim on behalf of Client. If based upon AEC's sole judgment, a Deliverable is likely to or does violate, infringe or misappropriate a third party's intellectual property rights, AEC may, at its option and sole expense: (i) procure for Client the right to continue using said Deliverable; (ii) replace such Deliverable with a non-infringing equivalent Deliverable; (iii) with Client's assistance, modify the Deliverable so that it becomes non-infringing; or (iv) ask Client to return the infringing Deliverable and refund to Client the portion of the fees paid to AEC that is allocable to such infringing Deliverable. AEC shall have no obligation hereunder and this provision shall not apply to: (i) any other deliverable, including Deliverables which have been modified or combined with other deliverables not provided by AEC; (ii) any

Deliverable supplied according to a design, other than an AEC design, required by Client; (iii) any data generated by the Deliverables; (iv) use of the Deliverables in violation of this Agreement; or (v) any claim settled or otherwise compromised without the prior written consent of AEC. If Client fails to permit AEC to take any of the above-mentioned actions, AEC's obligations under this section shall immediately terminate and Client shall have no recourse against AEC for breach of any of the provisions contained in this section. To the extent that any Deliverable, or any part thereof, is modified by Client or combined by Client with equipment or processes not furnished pursuant to this Agreement (except to the extent that AEC is a contributory infringer), or said Deliverable or any part thereof is used by Client to perform a process not furnished hereunder by AEC, and by reason of said modification, combination, or performance an action is brought against AEC, Client shall defend and indemnify AEC in the same manner and to the same extent that AEC would be obligated to indemnify Client pursuant to this section.

b. Manufacturers' Warranty. AEC represents and warrants that the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with generally accepted industry standards and practices. Deliverables supplied by AEC but manufactured by others are warranted only to the extent of such manufacturer's warranty, and the remedies, if any, provided by such manufacturer related thereto shall be Client's sole and exclusive remedies for such Deliverables.

c. DISCLAIMER OF WARRANTIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, AEC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES STATED HEREIN CONSTITUTE CLIENT'S EXCLUSIVE REMEDIES AND AEC'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY. AEC DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL OPERATE IN COMBINATIONS WHICH MAY BE SELECTED FOR USE BY CLIENT AND NOT APPROVED IN ADVANCE BY AEC OR THAT THE SERVICES OR DELIVERABLES WILL BE COMPATIBLE WITH CLIENT'S OTHER SYSTEMS OR SOFTWARE, NOR DOES AEC WARRANT AGAINST ANY DAMAGE, COMPATIBILITY ISSUE, OR OTHER LOSS RESULTING FROM OR RELATED TO CLIENT'S INSTALLATION OF ADDITIONAL SYSTEMS OR SOFTWARE OR MODIFICATION OF ANY AEC-SUPPLIED SYSTEM OR SOFTWARE OR OTHER MATTER OUTSIDE THE CONTROL OF AEC. AEC DOES NOT WARRANT THE RESULTS OR ACHIEVEMENTS OF THE SERVICES PROVIDED OR THE RESULTING WORK PRODUCT AND DELIVERABLES.

d. Indemnification. A Party shall indemnify, defend and hold harmless the other Party (including such Party's affiliates and their respective employees, directors, officers, and agents), from and against any and all third party claims, actions, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) relating to bodily injury or death of any person, or damage to real and/or tangible personal property, directly caused by the negligence or willful misconduct of the indemnifying Party, its personnel or agents in the performance of this Agreement. The other Party shall promptly notify the indemnifying Party in writing of any claim for which indemnification is sought. Upon receipt of such notice, the indemnifying Party shall, at the indemnifying Party's own expense, diligently defend the other Party against all such claims, actions, damages, liabilities, costs and expenses. If the indemnifying Party fails or refuses to defend the other Party, the other Party may defend itself at the indemnifying Party's expense and the indemnifying Party shall assist in such defense at its own expense. A Party may assist in any proceeding being defended against by the indemnifying Party at its own expense.

e. LIMITATION OF LIABILITY. EXCEPT FOR BREACHES OF SECTION 2 OR THE NDA, AS APPLICABLE, OR SECTION 6(D), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, WHETHER A CLAIM BE IN TORT, CONTRACT, OR OTHERWISE: (I) FOR ANY AMOUNT IN EXCESS OF THE CUMULATIVE TOTAL FEES AND COSTS PAID (OR PROPERLY DUE AND OWING) BY CLIENT TO AEC UNDER THIS AGREEMENT, OR (II) FOR ANY LOST PROFITS OR REVENUES, LOSS OR CORRUPTION OF DATA, EQUIPMENT OR NETWORK DOWNTIME, TOLL FRAUD, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING A PARTY'S BREACH OR

PERFORMANCE HEREOF, OR THE PERFORMANCE AND/OR NON-PERFORMANCE OF THE SERVICES AND/OR DELIVERABLES, IN EACH INSTANCE EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. ALL CLAIMS AGAINST AEC ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH OR PERFORMANCE HEREOF SHALL EXPIRE UNLESS BROUGHT WITHIN ONE (1) YEAR FROM THE TIME OF THE FIRST DISCOVERY OF THE EVENT LEADING TO THE CLAIM.

7. Insurance. Unless otherwise specified by Client prior to AEC's commencement of work under the Agreement, AEC shall obtain, and shall be required to obtain only, the following insurance coverage (which shall be non-cancelable during the term of the Agreement)

- Workers' Compensation Insurance in compliance with the laws of the state where the work is to be performed with a liability limit of not less than \$1,000,000;
- Comprehensive General Liability Insurance of not less than \$1,000,000 per occurrence with respect to bodily injury and property damage; and
- Comprehensive Automotive Liability Insurance, including property damage covering all owned or rented equipment used in connection with AEC's performance of the work hereunder in amounts not less than \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury including death resulting at any time therefore, and \$1,000,000 per occurrence for property damage.

8. Non-Solicitation. During the term of the Agreement and for one (1) year thereafter, unless the other Party expressly authorizes in writing, neither Party shall, directly or indirectly, solicit any employee of the other Party that they come in contact with in the course of the performance of the Agreement; provided, however, that neither Party is prohibited from hiring employees who inquire about employment independently or in response to a public advertisement or general employment solicitation not directly targeting such employees.

9. Entire Agreement. The Agreement constitutes the entire understanding of the Parties with respect to the subject matter thereof and will supersede all previous and contemporaneous communications, representations, or understandings, either oral or written, between the Parties relating to that subject matter and will not be contradicted or supplemented by any prior course of dealing between the Parties. Terms and conditions contained in any purchase order or other ordering document submitted by Client shall not be deemed to modify or supersede these Terms or the Proposal. No modification, amendment, or addition of or to the Agreement shall be valid unless in writing and signed by authorized representatives of the Parties. Notwithstanding the foregoing, to the extent (i) any provisions in the Proposal(s) conflict with these Terms, such provisions of the Proposal(s) shall control, and (ii) to the extent any provisions in a definitive written agreement (an "MSA") subsequently executed between the parties conflict with these Terms or the provisions in the Proposal(s), such terms of the MSA shall control; provided, however, in the case of (i) and (ii), any provisions in these Terms that do not conflict with provisions in the Proposal(s) or MSA, as applicable, shall remain in full force and effect.

10. Miscellaneous.

a. Governing Law; Venue; Waiver of Jury Trial. The Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to its conflicts of law principals. Any legal action or proceeding with respect to the Agreement shall be brought solely in the state or federal courts located in Allegheny County, Pennsylvania, and each Party hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court, and waives any claim that any action or proceeding arising out of or relating to the Agreement and commenced in the aforementioned courts lacks proper venue. EACH PARTY HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE AGREEMENT.

b. Independent Contractors. The relationship of AEC and Client is that of independent contractors, and nothing contained herein shall be construed to (i) give either Party any right or authority to create or assume any obligation of any

kind on behalf of the other or (ii) constitute AEC and Client as partners, joint ventures, or otherwise as participants in a joint or common undertaking.

c. Assignment. Neither Party may assign, delegate or otherwise transfer the Agreement or its obligations hereunder, in whole or in part, without the prior written consent of the other Party, with such consent not to be unreasonably withheld.

d. Force Majeure. Neither Party shall be liable to the other Party for any loss, damage, detention or delay, nor be deemed to be in default or breach of the Agreement, as a result of a Party's delay or failure to perform hereunder due to causes beyond such Party's reasonable control. In the event of delay due to any such cause, the date of delivery or performance shall be extended by a period equal to the delay plus a reasonable time to resume performance. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event.

e. Waiver. No waiver of any term or right in the Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of the Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of the Agreement thereafter.

f. Publicity. AEC shall be free to disclose to the public that Client is a client of AEC, and may use Client's name to make such statement.

g. Partial Invalidity. If any provision herein is held to be invalid or unenforceable, such provision shall be narrowly construed, if possible, or otherwise deemed ineffective and the remaining provisions shall not be affected.

h. Notices. Unless otherwise provided in the Agreement, all notices required under the Agreement shall be in writing and shall be effective for all purposes upon receipt, including without limitation, in the case of: (i) personal delivery, (ii) delivery by courier, (iii) delivery by United States first class certified mail, postage prepaid, or (iv) transmittal by facsimile or other electronic means, and shall be sent to the respective Party at the address set forth on the Proposal. Any Party may change its address by written notice to the other Party in the manner set forth above. Receipt of communications by United States first class certified mail will be sufficiently evidenced by return receipt; receipt of communications transmitted by facsimile or other electronic means shall be deemed to have been received upon transmission, provided that such notice is also sent by overnight express courier for delivery on the following day; and receipt of communications by courier will be sufficiently evidenced by a courier receipt.