Title of Bid: Family Arena Point of Sale System with Touchscreens and Handhelds  
Bid #: IFB 19-130

Dept.: Family Arena  
Contact Person: Bob Schnur  
Ext.: 3924

Description (product/service, justification and use):

The Family Arena requires a new Micros or comparable hardware and software solution for a POS System, event management, inventory control and suites management for food service operations. The new system will require an upgrade from our current Tangent POS Back Office application to a Micros or comparable solution. The new system needs to include design, coordination, supply, installation, testing, training and yearly maintenance.

Additional benefits of upgrading our current system will be increased speed of service in concessions and merchandise stands. Faster turnaround on transactions will enable us to serve more guests per minute, reducing their time away from the event. This upgrade will also allow us to replace the current manual order-taking system. Our current system requires orders to be hand-delivered to the kitchen requiring servers to make multiple trips for a single order. The new system is tablet-based that is linked via wifi to the kitchen, allowing servers to enter orders remotely and consolidating order deliveries to suites. Less time will be needed per order placed which will enhance the likelihood of re-orders during the event. The current system also requires Suite Captains to take the guest’s form of payment back to the kitchen. The new system will allow payment to be made in the suite.

Cost for the new system is $107,321.80 which includes all hardware, software, 12 month warranty, installation, training, go-live support and one month of Software as a Service (SaaS). The remaining 11 months of SaaS for the first year is $29,403.00 for a total bid award of $136,724.80. Each additional year of SaaS is $32,076 annually ($2,673.00 per month).

Award to: DCRS  
Location: 2605 Metro Blvd., St. Louis, MO 63043

Price: $136,724.80  
Contract term (if applicable): No term listed-monthly SaaS will remain same throughout use

Bid opening held on: October 16, 2019 at 10AM  
Opened by: Finance Department

Account number to be charged for purchase: 5213600-07500

If bid was not awarded to lowest bidder, please explain:

If paying for with grant funds, please indicate (1) grant name, (2) total grant amount, (3) what portion of purchase is being paid for by a grant, and (4) when grant period ends as applicable:
FORMAL BID – REQUEST FOR APPROVAL

Bid #: IFB 19-130

Additional Bids Received

The following additional bids were received:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Price</th>
<th>Met Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Squirrel</td>
<td>$225,187.00</td>
<td>Yes</td>
</tr>
<tr>
<td>8585 Baxter Place, Burnaby, British Columbia</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lightspeed</td>
<td>No Response</td>
<td></td>
</tr>
<tr>
<td>Olympia, WA</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>Cash Control Business Systems</td>
<td>No Response</td>
<td></td>
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<tr>
<td>Overland, MO</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>Tablecrunch</td>
<td>No Response</td>
<td></td>
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<tr>
<td>St. Louis, MO</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>Salesforce</td>
<td>No Response</td>
<td></td>
</tr>
<tr>
<td>San Francisco, CA</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>Fiserv</td>
<td>No Response</td>
<td></td>
</tr>
<tr>
<td>Brookfield, WI</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>Location:</td>
<td></td>
<td>No</td>
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</tbody>
</table>

For each vendor that doesn’t meet specifications, please explain why:

Vendor: 

Vendor: 

☐ Sole source justification memos from (1) dept. and (2) vendor attached.

Department Director/Elected Official must sign the request prior to routing to the Purchasing Manager.

[Signature]  2-18-20  
Department Director/Elected Official Signature  Date

Approval or Concurrence of Director of Finance

[Signature]  
Date

BELOW ONLY TO BE COMPLETED FOR BIDS AT LEAST $15,000 AND LESS THAN $50,000. See instructions at the top of pg. 1.

Director of Administration Signature  
Date
# SALES ORDER AGREEMENT

**Quote #:** DMQ8111  
**Sales Order #:**  
**Date:** 10/10/2019  
**Expires:** 11/9/2019  
**PO#:**  
**Sales Rep:** Danny McCarthy  

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<thead>
<tr>
<th>Item</th>
<th>QTY</th>
<th>Item Number</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>TOAST</td>
<td>TOAST</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>2</td>
<td>1</td>
<td>Toast:SaaS-1st</td>
<td>1st Device-Monthly Toast Software as a Service (SaaS) Subscription</td>
<td>$120.00</td>
<td>$120.00</td>
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<tr>
<td>3</td>
<td>65</td>
<td>Toast:SaaS-2+</td>
<td>Additional Device-Monthly Toast Software as a Service (SaaS) Subscription</td>
<td>$50.00</td>
<td>$3,000.00</td>
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<td>4</td>
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<td>Toast:SaaS KDS</td>
<td>KDS-Monthly Toast Software as a Service (SaaS) Subscription per device</td>
<td>$25.00</td>
<td>$25.00</td>
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<tr>
<td>5</td>
<td>1</td>
<td>Toast:SaaS Inventory</td>
<td>Inventory-Monthly Toast Software as a Service (SaaS) Subscription per site</td>
<td>$75.00</td>
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<tr>
<td>6</td>
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<td>CSnotax</td>
<td>CUSTOMER SATISFACTION DISCOUNT (Non-Taxable)</td>
<td>($1,447.00)</td>
<td>($1,447.00)</td>
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<tr>
<td>7</td>
<td>60</td>
<td>BS: E277419</td>
<td>Toast ELO 10&quot; Tablet Terminal 2GB ROM, 16GB RAM</td>
<td>$710.00</td>
<td>$42,600.00</td>
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<td>8</td>
<td>1</td>
<td>BS: E811675</td>
<td>Toast ELO 22&quot; KDS Touchscreen 2G ROM 16GB RAM</td>
<td>$1,290.00</td>
<td>$1,290.00</td>
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<tr>
<td>9</td>
<td>60</td>
<td>Toast: EMV Reader EDynamo</td>
<td>EDynamo EMV Reader (with Mounting Kit)</td>
<td>$300.00</td>
<td>$18,000.00</td>
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<tr>
<td>10</td>
<td>60</td>
<td>BS: 185-00194</td>
<td>Toast Flip stand for 10&quot; or 15&quot; ELO</td>
<td>$110.00</td>
<td>$6,600.00</td>
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<td>11</td>
<td>6</td>
<td>Toast: Go-Pay-6</td>
<td>Toast Go-Pay at the Table 6&quot; HH Tablet: Encrypted MSR, Case (Manufacturer warranty repair only)</td>
<td>$900.00</td>
<td>$3,500.00</td>
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<td>12</td>
<td>24</td>
<td>EPS-C31CD52A0912</td>
<td>Thermal Receipt: Epson T20II IP Ethernet, 6&quot; IP Cable</td>
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<td>$8,224.00</td>
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<td>13</td>
<td>1</td>
<td>EPS-C31CG51A08041</td>
<td>Impact Autocut Remote: Epson U220 IP Ethernet: ADD CABLE</td>
<td>$399.00</td>
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<tr>
<td>14</td>
<td>60</td>
<td>APG-VB202-BL1616</td>
<td>APG Cash Drawer: 5 bill/coin, 16&quot;Wx16.7&quot;Dx4.4&quot;H *REOs Printer &amp; CD-101A CABLE KIT</td>
<td>$199.00</td>
<td>$11,940.00</td>
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<tr>
<td>15</td>
<td>69</td>
<td>CD-101A</td>
<td>Cable for APG Cash Drawer</td>
<td>$9.00</td>
<td>$540.00</td>
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<tr>
<td>16</td>
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<td>ML10B</td>
<td>LCD Monitor Wall Mount, up to 33lbs, 90 degree tilt, 14&quot; max extension (ALL POS-TEA)</td>
<td>$95.00</td>
<td>$95.00</td>
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<tr>
<td>17</td>
<td>1</td>
<td>Toast:nc_20</td>
<td>Magnetic Stripe Cards, Encoded, Toast Employee: SET of 20</td>
<td>$28.00</td>
<td>$28.00</td>
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<tr>
<td>18</td>
<td>1</td>
<td>FreightIN</td>
<td>Freight INBOUND (FOB Origin): Freight to St. Louis</td>
<td>$5,356.00</td>
<td>$5,356.00</td>
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<tr>
<td>19</td>
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<td>DISCOUNT</td>
<td>Special Discount</td>
<td>($14,020.20)</td>
<td>($14,020.20)</td>
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<tr>
<td>20</td>
<td>1</td>
<td>SERVICE-PFM</td>
<td>SERVICES: PREPARATION &amp; PROJECT MANAGEMENT</td>
<td>$19,845.00</td>
<td>$19,845.00</td>
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<tr>
<td>21</td>
<td>1</td>
<td>WARR-DIRECT</td>
<td>*WARRANTY: 12-Mo MANUFACTURER DIRECT DEPOT REPAIR ONLY</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>22</td>
<td>1</td>
<td>W3</td>
<td>*WARRANTY: 12-Mo DEPOT HARDWARE REPAIR, DCRS SL St. Louis (Ship/Carry-in)</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Page 1 of 4
Remarks:
Toast Monthly SaaS Agreement - $2073
Includes hosting, automatic updates, DCRS helpdesk, KDS, inventory
Multi terminal discount - $975
Includes monthly 15% discount - $472

Hardware Configuration
(60) 10" Terminals with EMV readers
(6) Toast Go Handhelds
(24) Thermal Receipt Printers
(60) APG Cash Drawers
(1) 22" ELO - KDS
(1) Impact printer

12 month manufacturer warranty on Toast Go handhelds
12 month depot warranty on all other hardware.
Includes 15% hardware discount - $14020.20

DCRS to use Family Arena networking equipment - patch cables, wireless access points, firewall and switch

Labor includes:
On-Site Planning Meeting
Programming
Database Review
Full Training
Full Installation
Go-Live Support

Requested Delivery Date: Installer: Subtotal: $107,321.00

Received $____________________ on________ as cash with order

Signature of Down Payment
Account Manager

Balance of contract to be paid in the following manner:

Balance Due on Delivery

The Additional Terms and Conditions printed on the last 2 pages of the DCRS Sales Order Agreement are part of this Agreement. Customer acknowledges he or she has read this Agreement, including the Additional Terms and Conditions, and understands and agrees to all terms and conditions stated herein.

ACCEPTED BY: DCRS SOLUTIONS INC. (DCRS) (DISTRIBUTOR)

AUTHORIZED SIGNATURE: TITLE: DATE:

ACCEPTED BY: (CUSTOMER'S NAME)

AUTHORIZED SIGNATURE: TITLE: DATE:
DCRS Solutions, Inc SALES ORDER AGREEMENT-ADDITIONAL TERMS AND CONDITIONS

1. PRICE. Hardware, Software and/or Cloud Software as a Service, and Services, are sometimes collectively referred to as "System" herein. Customer agrees to pay the purchase price for System on the Date of Physical Delivery unless otherwise stated herein. Customer's copy(s) shall apply against the purchase price of System. The prices shown are F.O.B. Maryland Heights, Missouri. All transportation, insurance, license fees, and other such charges shall be paid by Customer. There shall be added to the prices shown and Customer agrees to pay the amount of any taxes resulting from this Agreement or any Sales Orders heretofore, hereafter, however, of taxes based upon net income of Distributor, if any are shown on this Agreement, Customer remains responsible for any payment of pertinent state and local sales and use taxes. Any personal property taxes assessed on System after delivery to the carrier shall be borne by the Customer. Sales Orders canceled or not accepted for delivery within 12 months are subject to a minimum restocking fee of 25% of the purchase price of Hardware and a minimum cancellation fee of 100% of the non-refundable purchase price of Software and/or Cloud Software as a Service.

2. TITLES AND SECURITY INTEREST. CUSTOMER ACKNOWLEDGES AND ACCEPTS THE ADDITIONAL TERMS AND CONDITIONS, AS SET FORTH IN ANY SEPARATE SOFTWARE LICENSE AND/OR CLOUD SERVICE AGREEMENT(S) REQUIRED BY THE SOFTWARE MANUFACTURER, PRIOR TO TIME OF ORDER BY DISTRIBUTOR. DISTRIBUTOR shall transfer title to System, and license rights to any software, to Customer upon delivery and at such time Distributor shall have a purchase money security interest in System, including all additions and replacements thereto, and proceeds thereof, to secure performance of all of such obligations of Customer. Customer agrees promptly upon demand to execute any financing statement, applications for registration and like documents to take any other action deemed necessary or desirable by Distributor in order to perfect Distributor's security interest hereunder. Customer hereby appoints Distributor as Customer's limited attorney-in-fact to prepare, sign and file or record for Customer, in Customer's name, any such documents. Customer shall insure and keep System in good order and repair until the purchase price has been paid in full and shall promptly pay all taxes and assessments upon System or use of System.

3. RISK OF LOSS. Risk of loss or damage to System shall pass to Customer upon delivery of System to the carrier (regardless of whether the purchase price has been paid in full). Unless otherwise advised by Customer, Distributor may insure to full value System shipped or declared full value thereof to the carrier at the time of delivery to the carrier and all such insurance costs shall be borne by Customer's account. Confinement or destruction of, or damage to, System shall not in any way affect the liability of Customer to pay the purchase price in full. Customer shall inspect System immediately upon delivery, and shall notify Distributor immediately in writing of all defects in System, including but not limited to defective materials, defective workmanship or that System is not in good working order. Customer shall immediately file claims with the carrier when there is evidence of shipping damage. Customer's failure to so notify Distributor or file claims with the carrier shall be conclusive evidence that no such defects or damages existed upon delivery.

4. CUSTOMER RESPONSIBILITIES AND ACCEPTANCE. Customer shall be responsible for site preparation including, but not limited to, adequate electrical power, and working space for Distributor's personnel to perform installation services, if specified, and provide a suitable environment for System. Customer shall be responsible for network cabling except as specifically set forth herein to be provided by Distributor. System shall be deemed accepted by Customer when System has been physically delivered if Distributor's installation services have not been specified. If Distributor's installation services have been specified, System shall be deemed accepted by Customer when System has been installed and made ready for use at the Customer's site in accordance with the manufacturer's installation and operational specifications, and the Distributor has tended to ensure that all included hardware and software substantially meet the manufacturer's specifications or those contained in this Agreement. Provided that the Customer has entered into end is then covered by a support plan, Customer will allow Remote Access to Distributor support personnel at will, to perform tasks necessary to execute the support plan, unless otherwise specified by the Customer.

5. WARRANTIES AND LIMITATION OF LIABILITY. DISTRIBUTOR WARRANTS THAT SYSTEM WILL BE IN GOOD WORKING ORDER AND WILL INFORM TO MANUFACTURER'S PUBLISHED SPECIFICATIONS, IF ANY, ON THE DATE OF PHYSICAL DELIVERY (OR DATE OF INSTALLATION, IF SERVICES ARE PROVIDED BY DISTRIBUTOR, AS DEFINED IN SECTION 4) AND FOR NINETY (90) DAYS THEREAFTER. HARDWARE COVERED BY THE MANUFACTURER'S WARRANTIES IS HEREBY ASSIGNED DIRECTLY TO CUSTOMER. EACH MANUFACTURER'S WARRANTY CLAIM PROCEDURE MUST BE FOLLOWED WHEN A DEFECT APPEARS IN ANY OF THOSE ITEMS. ADDITIONAL PROTECTION IS AVAILABLE ONLY PURSUANT TO THE TERMS AND CONDITIONS OF DISTRIBUTOR'S THEN CURRENT DOCUMENT ENTITLED CUSTOMER SUPPORT USER'S GUIDE LOCATED AT http://www.dcrs.com/services FOR HARDWARE REPAIR AND/OR SOFTWARE SUPPORT OF THE SYSTEM PURCHASED FROM DISTRIBUTOR. DISTRIBUTOR'S OBLIGATIONS HEREUNDER SHALL BE LIMITED SOLELY TO DISTRIBUTOR MAKING, AT DISTRIBUTOR'S COST AND EXPENSE, SUCH REPAIRS AND REPLACEMENTS AS ARE NECESSARY TO PUT SYSTEM IN GOOD WORKING ORDER AND TO CONFORM SYSTEM TO MANUFACTURER'S PUBLISHED SPECIFICATIONS, IF ANY, AS OF THE DATE OF PHYSICAL DELIVERY OF THE PRODUCT. DAMAGES ARISING FROM CUSTOMER'S FAILURE TO ATTAIN COMPLIANCE WITH THE PAYMENT CARD INDUSTRY (PCI) PAYMENT APPLICATION DATA SECURITY STANDARD (PA-DSS), LOSS OF USE OF SYSTEM, LOST OR CORRUPTED DATA, THEFT OF DATA, LOST PROFITS, THE AT WILL DISTRIBUTOR'S USE OF REMOTE ACCESS TO PERFORM TASKS NECESSARY TO PROVIDE SUPPORT, OR FOR ANY CLAIM OR DEMAND AGAINST THE CUSTOMER BY ANY OTHER PARTY. DISTRIBUTOR'S LIABILITY UNDER THIS AGREEMENT, INCLUDING DISTRIBUTOR'S LIABILITY FOR FAILURE AFTER REPEATED EFFORTS TO INSTALL SYSTEM IN GOOD WORKING ORDER OR TO REPAIR OR REPLACE IN ACCORDANCE WITH THE WARRANTY IN SECTION 5, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF SYSTEM.

6. LIMITATION OF LIABILITY. CUSTOMER AGREES THAT SYSTEM HAS BEEN SELECTED BY CUSTOMER AND IS OF A DESIGN, SIZE, FITNESS AND CAPACITY SELECTED BY CUSTOMER AND THAT CUSTOMER IS SATISFIED THAT THE SAME IS SUITABLE AND FIT FOR CUSTOMER'S PURPOSE. CUSTOMER HEREBY WAIVES ANY CLAIM CUSTOMER MAY HAVE AGAINST DISTRIBUTOR FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND WHATSOEVER CAUSED BY SYSTEM OR BY ANY DEFECT THEREIN, THE USE OR MAINTENANCE THEREOF, OR ANY SERVICING OR ADJUSTMENT THEREOF, NOT EXPRESSLY COVERED BY THE WARRANTY CONTAINED IN THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT DISTRIBUTOR WILL NOT BE LIABLE REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGE ARISING FROM THE USE OF OR THE INABILITY TO USE THE APPLICATION. DAMAGES ARISING FROM CUSTOMER'S FAILURE TO ATTAIN COMPLIANCE WITH THE PAYMENT CARD INDUSTRY (PCI) PAYMENT APPLICATION DATA SECURITY STANDARD (PA-DSS), LOSS OF USE OF SYSTEM, LOST OR CORRUPTED DATA, THEFT OF DATA, LOST PROFITS, THE AT WILL DISTRIBUTOR'S USE OF REMOTE ACCESS TO PERFORM TASKS NECESSARY TO PROVIDE SUPPORT, OR FOR ANY CLAIM OR DEMAND AGAINST THE CUSTOMER BY ANY OTHER PARTY. DISTRIBUTOR'S LIABILITY UNDER THIS AGREEMENT, INCLUDING DISTRIBUTOR'S LIABILITY FOR FAILURE AFTER REPEATED EFFORTS TO INSTALL SYSTEM IN GOOD WORKING ORDER OR TO REPAIR OR REPLACE IN ACCORDANCE WITH THE WARRANTY IN SECTION 5, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF SYSTEM.

7. SECURITY, MALWARE AND PCI COMPLIANCE. Customer acknowledges that the security and protection of System and data, including protections against unauthorized access, and attaining and maintaining compliance with the PAYMENT CARD INDUSTRY (PCI) PAYMENT APPLICATION DATA SECURITY STANDARD (PA-DSS), is solely the responsibility of Customer. If the Customer's System has persistent connections to the Internet, or access to credit card transactions over the Internet, or otherwise has persistent connections to any network where there is possible unauthorized access, Customer is solely responsible for security. Customer must secure and maintain malware and spyware protection software, which may include, but is not limited to firewall, anti-virus software, and data protection software, which may include, but is not limited to firewalls, anti-virus software, and data protection software. Customer acknowledges that, to be effective, malware protection and other security software require periodic updates, which Customer must obtain from the Distributor's supplier or the manufacturer. Customer acknowledges any warranty, express or implied, that, after the initial installation by Distributor of the System, the System or data will remain malware and spyware free and secure. Support or services necessitated by computer malware, or by any failure or breach of Customer's security in Customer's own data, including, without
8. REMEDIES UPON DEFAULT. Failure of Customer to perform its obligations hereunder including, without limitation, payment, in full of the purchase price for System, or the involuntary or voluntary petition for bankruptcy, assignment for the benefit of creditors, or dissolution, liquidation, or winding up of the business of Customer shall constitute a default under this Agreement, and shall afford Distributor all the remedies of a secured party under the Uniform Commercial Code of the State of Missouri. Distributor may, in addition to any other remedies, which Distributor may have, refuse to provide service or support to System under any support plan agreement existing between Distributor and Customer at the time of Customer's default. Failure of Distributor to exercise any rights under this Agreement shall not constitute a waiver of such right. Default by Customer in the performance of any of its obligations hereunder shall, at Distributor's option, render the total purchase price and all other obligations at once due and payable.

9. INABILITY TO PERFORM. Distributor shall not be required to perform Distributor's obligations under this Agreement, or be liable for Distributor's failure to perform or for delay in performance of Distributor's obligations hereunder if such performance is prevented, hindered or delayed by reason of any cause beyond the reasonable control of Distributor, including without limitation, any labor dispute, act of God, or regulation or order of any government authority.

10. NON-SOLICITATION/NON-HIRING. Customer agrees not to solicit, hire or otherwise engage in any manner whatsoever, directly or indirectly, any of the Distributor's employees from the date of this Agreement and for a period of two years thereafter. If the Customer violates this provision, the Customer shall pay the Distributor the sum of one year's direct salary of each employee hired or engaged as liquidated damages and not as a penalty.

11. ASSIGNMENT. This Agreement is not assignable by Customer without written permission from Distributor and any attempt by Customer to assign any rights, duties or obligations, which arise under this Agreement without such permission, shall be void. The System shall not be sold, leased, pledged or otherwise transferred or encumbered by Customer until all Customers' obligations hereunder have been satisfied.

12. ENFORCEMENT COSTS. Customer agrees to pay to Distributor any reasonable attorneys' fees and other costs and expenses incurred by Distributor in connection with the enforcement of this Agreement. All past due obligations of Customer shall bear interest at the rate of 1.5% per month or, if such rate be unlawful, the highest lawful rate.

13. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Missouri applicable to contracts entered into and wholly to be performed within the State of Missouri.

14. VALIDITY OF AGREEMENT. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15. MISCELLANEOUS. This Agreement constitutes the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of the Agreement.

Customer represents that Customer is not relying on any oral or written representations or warranties not contained in this written Agreement. In the event that Customer uses Customer's purchase order form in connection with the ordering of the System, such order will be governed by the terms of this Agreement and any provision of such order form, which in any manner differs from or is in addition to the provision of this Agreement shall be of no force or effect. Distributor's acceptance of such order is expressly made conditional on Customer's assent to the terms of this Agreement. Any acknowledgment by Customer of this Agreement shall be limited to the terms of this Agreement, and any provision in such acknowledgement, which in any manner differs from or is in addition to the provisions of this Agreement, shall be of no force or effect.

This Agreement may only be amended in writing, executed by an officer of Distributor and an officer of Customer.

The paragraph captions of these additional terms and conditions are for reference only, do not constitute a part of this Agreement and shall not be used to construe it.

All notices required pursuant to this Agreement and the Uniform Commercial Code of Missouri shall be in writing and shall be deemed to be duly given only if personally delivered or mailed by certified mail, to the parties hereto at their addresses as shown herein or at such other address as shall be designated in writing. Notices shall be effective upon delivery or mailing.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, AND UNDERSTANDS AND AGREES TO ALL TERMS AND CONDITIONS STATED HEREIN.

CUSTOMER'S SIGNATURE ____________________________

VERSION 102715