

Quote



Quote # **Revision** **Date** **Customer #**
 362587 1 8/6/2003 102705

(732) 346-2122
 (732) 346-0100

Sold To:
 NJEDge.NET

Ship To:
 NJEDge.NET
 218 Central Avenue, Suite 5100
 University Heights
 incareof: New Jersey Institute of Technology
 Newark, NJ 07102-1982 USA
 ATTN: George Laskaris

ATTN: George Laskaris

Quote Date 08/04/2003	Purchase Order No.	Payment Term	Market Raritan	
Project Engineer	NSE Igor Chausov	CAM Tom Mangano	Outside Sales	Inside Sales
Item No.	Description	Qty	Price	Extension

NJEDge

ONSITE MAINTENANCE AND INSTALLATION PRICING FOR MIRANDA 500/IP/1X3 AND MIRANDA 100IP 1X1

TRAINING FOR MIRANDA MAC500 AND 100:

ONSITE TRAINING AT CUSTOMER LOCATION: Travel and expenses not included. Assumes use of customer supplied MAC 500s, 2 minimum or 1 for every 2 people. 8 people maximum. 3 days training recommended. 2 day abbreviated course available. Course includes indepth technical training in lab environment covering all aspects of the MAC 500/100 codec including setup, installation, session control, network issues, problem diagnostics/determination and repair.

Training @ Miranda Media Networks, Montreal, Canada:

Travel and expenses responsibility of the customer. 5 people maximum. 3 day course. Course includes indepth technical training in lab environment covering all aspects of the MAC 500/100 codec including setup, installation, session control, network issues, problem diagnostics/determination and repair.

A MAC500/IP/1X3 INSTALLATION

Sub Total \$2,918.82

B MAC500/IP/1X3 MAINTENANCE

Sub Total \$3,811.76

C MAC100/IP/1X1 INSTALLATION

Sub Total \$1,371.18

D MAC100/IP/1X1 MAINTENANCE

Sub Total \$1,905.88



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**E TRAINING PER DAY AT CUSTOMER SITE USING
CUSTOMER EQUIPMENT**

Sub Total	\$1,764.71
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F TRAINING AT MIRANDA

Sub Total	\$1,176.47
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Product and Labor	\$7,231.18
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Maintenance	Per Attached Terms And Conditions:	\$5,717.65
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Grand Total:	\$12,948.82
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CONTRACTUAL TERMS AND CONDITIONS - READ CAREFULLY

This Quote shall remain firm for thirty (30) days from the Quote Date shown on Page 1. Where this Quote is utilized in furtherance of or to confirm an order under an existing contract, the terms and conditions of such contract shall govern.

Upon execution and submission hereof by Customer this Quote, any attached Statement of Work and any order subsequently placed hereunder shall be subject to the terms and conditions herein and shall constitute the entire agreement ("Agreement") between Verizon Network Integration Corp. ("VNI") and Customer with regard to the subject matter hereof. Customer's execution hereof or delivery of any goods or services described herein shall constitute acceptance by Customer of these terms and conditions, and VNI will not be bound by any terms or conditions which are inconsistent herewith. No amendment or waiver of this Agreement shall be valid unless executed in writing by VNI's authorized representative. Prices herein and delivery terms are F.O.B. point of shipment. Customer is responsible for payment of all charges, including but not limited to applicable shipping, handling and taxes, in accordance with the payment terms set forth in this Quote. All goods provided hereunder will be invoiced upon delivery. All services provided hereunder will be invoiced monthly on a percent-of-completion basis. Past due amounts shall be subject to a late payment charge equal to 1.5% per month or, if less, the maximum lawful rate then in effect. Customer hereby grants to VNI a security interest in the goods provided hereunder and any associated proceeds in order to secure final payment hereunder; upon request, Customer shall at its expense execute, deliver to VNI and pay all filing costs associated with any documents necessary and appropriate to evidence and perfect such security interest. Title shall pass to Customer upon payment in full, and this Agreement shall survive the transfer of title. Customer shall pay a restocking fee in the event of return of any goods provided hereunder. This Agreement shall be binding upon the parties' respective successors and assigns, however neither party shall assign the Agreement without the other's prior written consent. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver. VNI may identify Customer in a client list or otherwise use Customer as a reference. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to the laws of any jurisdiction regarding conflicts of laws or choice of laws.

GOODS PROVIDED HEREUNDER ARE WARRANTED BY THE MANUFACTURER AND SUCH WARRANTY WILL BE PASSED THROUGH TO CUSTOMER. VNI MAKES NO INDEPENDENT REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH GOODS AND ASSUMES NO LIABILITY TO CUSTOMER FOR DAMAGES OF ANY KIND ATTRIBUTABLE TO ANY BREACH OF THE MANUFACTURER'S WARRANTY. VNI WARRANTS THAT ALL SERVICES HEREUNDER WILL BE PROVIDED IN A WORKMANLIKE MANNER AND ARE WARRANTED FOR NINETY (90) DAYS FROM THE DATE THE SERVICE IS PROVIDED; CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT THERETO SHALL BE REPAIR, REPLACEMENT OR REFUND, AT VNI'S SOLE OPTION. EXCEPT AS SET FORTH HEREIN, VNI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. UNDER NO CIRCUMSTANCES SHALL VNI BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER THE CLAIM OR REMEDY IS SOUGHT IN CONTRACT OR TORT (INCLUDING VNI'S NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF USE AND LOST PROFITS, EVEN IF VNI HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

Customer: _____