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**10. BILLING TERMS**

## TERMS & CONDITIONS

### Professional Services

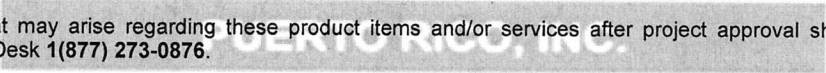
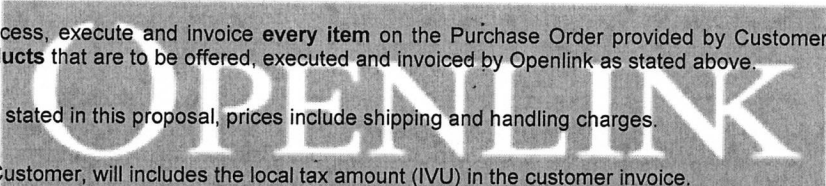
- Professional Services specified in the proposal will be billed as they are accomplished and certified. Invoices may contain multiple Milestones and their payment due upon NET 30 terms.
- Openlink guarantees all Professional Services for 30 days from the date each individual service is accepted by the Customer. This guarantee applies only to errors and omissions from Openlink. Openlink warrants that the services will be performed in a professional, workmanlike and timely manner.
- While a Professional Service is being performed, the Customer may not modify the related products or the work in process without proper authorization by Openlink until final approval and delivery to the Customer. Otherwise, the Customer will be billed on a time and material basis at Openlink's then current fees for damages caused by unauthorized intervention. In this case, any effort put forth by Openlink must be previously approved by the Customer.
- Once any Professional Service is approved by Customer, Openlink is not responsible for any modifications or additions to the implemented services performed by Customer which may cause any malfunction or performance degradation. Otherwise, the Customer will be billed on a time and material basis for any effort invested by Openlink to correct this situation. In this case, any effort put forth by Openlink must be previously approved by the customer.

### Maintenance & Managed Services

- Unless otherwise specified in the proposal, all Maintenance & Managed Services will be effective and billed upon commencement of the installation services. If customer doesn't buy installations services all Maintenance & Managed Services will be effective and billed upon delivery of the products.
- Maintenance & Managed Services will be billed monthly and their payment Net 30 upon client's receipt of invoice.
- Unless otherwise stated in this proposal, if a maintenance related service call is made by customer, and the cause of the problem is determined not to be related to components under maintenance contract, a minimum of two hours or actual time invested by Openlink's consultant to investigate and analyze the problem (whichever higher) will be billed to the Customer separately.
- Cancellation of a Maintenance & Managed Service contract has to be notified to Openlink in writing with 30 days of anticipation.

### General

- This proposal is valid for 180 days, but customer could request an extension of time. Openlink will validate all pricing and availability, and depend on this reviewing could extent the time.
- Openlink will process, execute and invoice **every item** on the Purchase Order provided by Customer. The Purchase Order confirms **all products** that are to be offered, executed and invoiced by Openlink as stated above.
- Unless otherwise stated in this proposal, prices include shipping and handling charges.
- If applied to the Customer, will includes the local tax amount (IVU) in the customer invoice.
- Any situation that may arise regarding these product items and/or services after project approval should be forwarded to Openlink's Help Desk 1(877) 273-0876.



Disclaimers

- Openlink guarantees its best effort to cause a prompt delivery and/or completion of the proposed service; however, delivery and/or completion date could vary due to circumstances beyond our control including but not limited to defective equipment, incompatibilities and delayed shipments. No specific date is set for delivery and/or completion unless specifically in the proposal.
- The life time and material construction of the equipment depends exclusively on the manufacturer and its specifications. Openlink will not liable for life time and any defect of materials on the equipment sold.
- All commercial and technical information contained herein is strictly confidential and will be treated as it on both Parties. Openlink reserves the right to take legal actions if this information is disseminated without your authorization.
- Openlink assumes no responsibility for any damages resulting from loss of use, data, profit or business, or for any special, indirect, incidental or consequential damages.
- Openlink is not liable for any loss of data or any work interruption that may result from the services rendered. Customer is responsible to have a recoverable backup of all the content of the systems being serviced.
- Neither Party shall be liable to the other for inability to perform its obligations under this terms and conditions document due to causes beyond its reasonable control, including, but not limited to acts of God, war, riot, embargo, earthquake, act of government or any other force majeure event.





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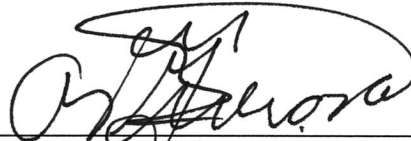
**11. SWORN STATEMENT**

## SWORN STATEMENT

I, Armando Guevara D'Avila, of legal age, married, engineer, resident of Guaynabo, Puerto Rico, acting as General Manager of **Openlink Puerto Rico, Inc.**, a duly organized corporation under the laws of the Commonwealth of Puerto Rico, under oath declare:

1. My personal circumstances are as stated above.
2. I am a duly authorized representative of Openlink Puerto Rico, Inc., with authority to execute this sworn statement.
3. Openlink Puerto Rico, Inc. commits to retain a dedicated and trained E-Rate employee or consultant prior to the start of E-Rate services.
4. Openlink Puerto Rico, Inc. commits to provide the Puerto Rico Department of Education with the resource's resume or description of qualifications.
5. The above stated is true to the best of my knowledge and belief and is submitted for all legal purposes.

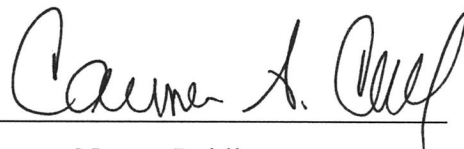
In San Juan, PR, this 24th day of February, 2012.



Armando Guevara D'Avila  
Openlink Puerto Rico, Inc.

Affidavit No. 466

Sworn and signed before me by Armando Guevara D'Avila. Of the abovementioned circumstances, whom I personally know, this 24th day of February of 2012, in San Juan, PR.



Notary Public

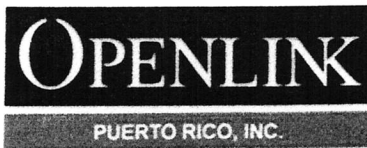




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**12. LETTER OF INTENT TO SUBMIT ONE OR MORE PROPOSAL(S)**

A handwritten signature in black ink, located in the bottom left corner of the page.



San Juan March 2<sup>nd</sup>, 2012

**Mr. Jorge Toro Mc Cown**

E-Rate Director

**Commonwealth of Puerto Rico Department of Education**

Legal Division

150 Federico Costas, 1st Floor

San Juan, P.R. 00919

RECIBIDO  
DIVISION LEGAL  
2012 FEB 31 AM 10:15

Dear Mr. Toro Mc Cown:

**OPENLINK Puerto Rico, Inc.** has received a copy of **RFP No. SF (OC) 2011-017** entitled "**Request for Proposals for E-Rate FY2012 Internal Connections** (the "RFP")," issued by the Puerto Rico Department of Education on February 9, 2012. This to notify you that the **OPENLINK** intends to submit one or more proposals for the services described in the RFP. All questions and requests concerning the RFP or our proposal(s) or qualifications should be directed to the following designated contact person:

Name: Franklin A. Staback

Title: Business Development

Address: Metro Office Park, St. 1 Lot #3 Suite 303, Guaynabo, PR 00968

Office Phone: (787)273-0876

Cell Phone: (787)975-5424

Email: [fstaback@oplk.com](mailto:fstaback@oplk.com)

The undersigned is the General Manager of the **OPENLINK Puerto Rico, Inc.**, and as such, is authorized to submit this Letter of Intent and designate the named contact person to act on behalf of the **OPENLINK**.

Sincerely,

Name: **Armando Guevara**

Title: General Manager



---

**13. SERVICE PROVIDER IDENTIFICATION NUMBER AND GENERAL CONTACT  
INFORMATION FORM**

A handwritten signature in the bottom left corner of the page.





E-File

## New Service Provider - Confirmation Message

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Your form has been successfully submitted. Your confirmation number is 13394757183528.  
A printed copy of this form must be signed by your company officer listed on the form and mailed to:

Billing Collection and Disbursement  
2000 L St NW, Suite 200  
Washington DC 20036

[Click here to view the form](#)

# FedEx Express International Air Waybill

For FedEx services worldwide

**1 From** Please print and press hard.  
 Sender's FedEx Account Number 277235099  
 Date 02/16/12  
 Sender's Name Rachelle Portuquez Phone 787-273-0876  
 Company Openlink Puerto Rico, Inc.  
 Address Metro Office Park  
 Address St. 1 lot #3 Suite 303  
 City GUAYMAEC State PR Province PR  
 Country USA ZIP Postal Code 009168

**2 To**  
 Recipient's Name Billing & Disbursements FCC Form 498  
 Company USAC Customer Operations  
 Address 2000 L Street, N.W., Suite 200  
 Address Washington DC  
 City USA State DC Province DC  
 Country USA ZIP Postal Code 20036

Recipient's Tax ID Number for Customs Purposes  
 e.g. GST/REG/VAT/IN/EARN, or as locally required

**3 Shipment Information** For EU Only: Tick here if goods are not in free circulation and provide CI.

Sender's Logo and Country Code  
 Total Weight:            lbs.            kg            DIM            in.            cm

Commodity Description	Harmonized Code	Country of Manufacture	Value for Customs

**This EEI been filed in AES?**  
 For U.S. Export Only, Check One  
 No EEI required, value \$2,500 or less per Sch. B Number, no license required (NLR), not subject to DADR.  
 No EEI required, enter exemption number.  
 Yes - Enter AES proof of filing citation.

Total Value for Customs (Specify Currency)             
 Total Declared Value for Carriage (Specify Currency)           

**4 Express Package Service**  
 FedEx Intl. Priority Available to select locations.  
 FedEx Intl. Economy FedEx Envelope and FedEx Pak can not available.

**5 Packaging**  
 FedEx Envelope  FedEx Pak  FedEx Tube  
 Other  FedEx 10kg Box\*  FedEx 25kg Box\*

**6 Special Handling**  
 HOLD at FedEx Location  SATURDAY Delivery Available to select locations for FedEx Intl. Priority only.

**7 Payment**  
 Bill transportation charges to:  
 Enter FedEx Acct. No. or Credit Card No. below  
 Recipient  Third Party  Cash  
 Sender Acct. No. in Section 1 will be billed  Credit Card  Check/Cheque  
 FedEx Acct. No.  Party  FedEx Use Only

**8 Your Internal Billing Reference**  
 First 24 characters will appear on invoice.  
 Bill duties and taxes to:  
 Sender Acct. No. in Section 1 will be billed  Recipient  Third Party  
 FedEx Acct. No.  Party

**9 Required Signature**  
 Use of this Air Waybill constitutes your agreement to the Conditions of Contract on the back of this Air Waybill, and you represent that this shipment does not require a U.S. State Department License or contain dangerous goods. Certain international treaties, including the Warsaw Convention, may apply to this shipment and limit our liability for damage, loss, or delay, as described in the Conditions of Contract.  
 Warning: These commodities, technology, or software were exported from the United States in accordance with Export Administration Regulations. Diversion of this technology to U.S. law is prohibited.

Signature: [Signature]  
 This is not authorization to deliver this shipment without recipient signature.

For Completion Instructions, see back of fifth page.  
 FedEx Tracking Number 8987 8750 8360

Form ID No 0402  
  
**Ship and track packages at fedex.com**  
 The terms and conditions of service may vary from country to country. Consult our local office for specific information.  
 Non-Negotiable International Air Waybill ©1994-2008 FedEx  
**Questions? Go to our Web site at fedex.com.**  
 Or in the U.S., call 1.800.GoFedEx 1.800.463.3339. Outside the U.S., call your local FedEx office.

Not all services and options are available to all destinations. Dangerous goods cannot be shipped using this Air Waybill.

Packages up to 150 lbs. / 68 kg for packages over 150 lbs (68 kg), use the FedEx Expanded Service Int. Air Waybill.

\*These unique brown boxes with special pricing are provided by FedEx for FedEx Intl. Priority only.

Complete payment options for both transportation charges and duties and taxes.

All shipments may be subject to Customs charges which FedEx does not estimate prior to clearance.

First 24 characters will appear on invoice.

Use of this Air Waybill constitutes your agreement to the Conditions of Contract on the back of this Air Waybill, and you represent that this shipment does not require a U.S. State Department License or contain dangerous goods. Certain international treaties, including the Warsaw Convention, may apply to this shipment and limit our liability for damage, loss, or delay, as described in the Conditions of Contract.  
 Warning: These commodities, technology, or software were exported from the United States in accordance with Export Administration Regulations. Diversion of this technology to U.S. law is prohibited.

Signature: [Signature]  
 This is not authorization to deliver this shipment without recipient signature.

For Completion Instructions, see back of fifth page.  
 FedEx Tracking Number 8987 8750 8360

Form ID No 0402  
  
**Ship and track packages at fedex.com**  
 The terms and conditions of service may vary from country to country. Consult our local office for specific information.  
 Non-Negotiable International Air Waybill ©1994-2008 FedEx  
**Questions? Go to our Web site at fedex.com.**  
 Or in the U.S., call 1.800.GoFedEx 1.800.463.3339. Outside the U.S., call your local FedEx office.



Puerto Rico | [Página Inicial](#) | [English](#) | [Centro de información](#) | [Servicio al cliente](#)

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[Herramientas de aduana](#)

Resultados detallados

[Versión para imprimir](#) [Obtener enlace](#) [Ayuda](#)

Ingrese un número de rastreo

[Resultados detallados](#) [Notificaciones](#)

Número de rastreo: 898787508360

Seleccionar formato de hora: [12H](#) | [24H](#)

[Notificaciones por correo electrónico](#)

Entregado



**Entregado**  
Firmado por: A.WILLIAMS

Fechas de envío

Fecha de envío  Feb 16, 2012  
Fecha de entrega  Feb 17, 2012 9:28 AM

Destino

WASHINGTON, DC  
[Prueba firmada de la entrega](#)

Opciones de envío

[Ayuda](#)

**Retener en oficina de FedEx**

El servicio Retener en oficina de FedEx no está disponible para este envío.

Datos del envío

[Ayuda](#)

Tipo de servicio: Priority Envelope - Indirect Signature Required   
mercancía: 0.5 lbs./2 kg

Historial de transporte del envío

[Ayuda](#)

Seleccionar zona horaria: Hora local del escaneo

Toda la actividad respecto del transporte del envío se muestra en la hora local del lugar

Fecha/Hora	Actividad	Ubicación	Detalles
Feb 17, 2012 9:28 AM	El envío fue entregado	WASHINGTON, DC	
Feb 17, 2012 8:07 AM	En el vehículo de FedEx para su entrega	WASHINGTON, DC	
Feb 17, 2012 7:10 AM	En la estación de FedEx local	WASHINGTON, DC	
Feb 17, 2012 6:28 AM	En estación de clasificación de destino	WASHINGTON, DC	
Feb 17, 2012 3:28 AM	Salió de la estación de FedEx	MEMPHIS, TN	
Feb 16, 2012 6:53 PM	Salió de la estación origen de FedEx	GUAYNABO, PR	
Feb 16, 2012 6:19 PM	El paquete fue recolectado por FedEx	GUAYNABO, PR	













This page is for Schools and Libraries Support Mechanism participants only

For more information about the Schools and Libraries Support Mechanism, please refer to:  
<http://www.usac.org/si/>

**Block 11: Schools and Libraries Support Mechanism Financial Institution and Remittance Information [ALL Fields REQUIRED]**

See Instruction Section III.L

Financial institution information is required. Electronic payment of universal service support payments is mandated by the Debt Collection Improvement Act of 1996, Pub. Law 104-134, 110 Stat. 1321-358.

Check this box if this information is the same as the General Contact information (Block 2) and continue on to lines 103-106.

93 OPENLINK PUERTO RICO, INC.  
Remittance Company Name, if different from Company Name

94 First: RACHELLE Middle Initial: A Last: PORTUGUEZ 95 ADM MNGER  
Remittance Contact Name- Statements will be sent to Remittance Contact's attention Title

96 METRO OFFICE PARK  
Remittance Address

97 ST. 1, LOT #3, SUITE 303  
Address Line 2

98 GUAYNABO 99 PR 100 00968  
City State Zip Code + 4

101 ( 787 ) 273-0876 102 ( 787 ) 782-2853  
Phone Number Ext Fax Number

Check this box if you are requesting mailed paper copy statements instead of electronic remittance statements  
(If you do not check this box, your remittance statements will be sent to your e-mail address)

103 BANCO POPULAR DE PUERTO RICO  
Remittance Financial Institution for ACH or locked box transfer of funds (required)

104 1 3 8 2 4 8 0 3 6 105 0 2 1 5 0 2 0 1 1  
Financial Institution Account Number for ACH (required) ACH Financial Institution Transit Number - must be nine digits (required)

106 rportuguez@oplk.com  
E-mail Address of Remittance Contact (Required if participating in the Schools and Libraries Support Mechanism)

**Block 12: Company Contact for Schools and Libraries Support Mechanism**

See Instruction Section III.M

Check this box if this information is the same as the General Contact information (Block 2) and continue on to Block 13.

107 First: RACHELLE Middle Initial: A Last: PORTUGUEZ 108 ADM MNGER  
Contact Name for Schools and Libraries Mechanism Title  
(Must be a company employee or designated representative)

109 METRO OFFICE PARK  
Contact Address for Schools and Libraries Support Mechanism

110 ST. 1, LOT #3, SUITE 303  
Address Line 2

111 GUAYNABO 112 PR 113 00968  
City State Zip Code + 4

114 ( 787 ) 273-0876 115 ( 787 ) 782-2853  
Phone Number Ext Fax Number

116 rportuguez@oplk.com  
E-mail Address of Schools and Libraries Support Mechanism Contact

**Block 13: Offsetting Disbursement Payments Against Federal Universal Service Contribution Obligations**

See Instruction Section III.N

The following information pertains only to telecommunications companies participating in the Schools and Libraries and Rural Health Care Support mechanisms. In accordance with FCC rule section 54.515 regarding Schools and Libraries Support mechanism payments, a telecommunications company may choose to offset its Schools and Libraries Support Mechanism payment against its Federal universal service contribution. In accordance with FCC rule section 54.611 regarding Rural Health Care Support Mechanism payments, a telecommunications company MUST offset its Rural Health Care Support Mechanism payment against its Federal universal service contribution. A telecommunications company must have an FCC Form 499 Filer ID number in order to offset its Schools and Libraries or Rural Health Care Support Mechanism payments against its Federal universal service contribution. In order to obtain an FCC Form 499 Filer ID number, visit [www.universalservice.org/forms](http://www.universalservice.org/forms) and select FCC Form 499. You do not need an FCC Form 499 Filer ID in order to be issued a SPIN.

117  Yes, I want my Schools and Libraries Support Mechanism disbursement payments to be offset against be offset against my Federal universal service contribution obligations. This box must be checked in order to receive offsets. The default is "No."

**Block 14: Principal Communications Types [REQUIRED Field]**

See Instruction Section III.O

Select up to 5 boxes that best describe the reporting entity. Enter numbers starting with "1" to show the order of importance - see instructions.

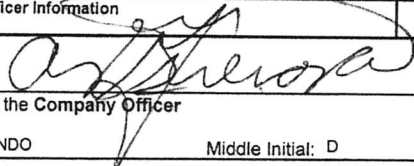
- |   |  |
|---|--|
| <input type="checkbox"/> CAP/CLEC                     | <input type="checkbox"/> Prepaid Card                                |
| <input type="checkbox"/> Cellular/PCS/SMR             | <input type="checkbox"/> Private Service Provider                    |
| <input type="checkbox"/> Coaxial Cable                | <input type="checkbox"/> Satellite Service Provider                  |
| <input type="checkbox"/> Incumbent LEC                | <input type="checkbox"/> Shared-Tenant Service Provider/Building LEC |
| <input type="checkbox"/> Interexchange Carrier (IXC)  | <input type="checkbox"/> SMR (Dispatch)                              |
| <input type="checkbox"/> Interconnected VOIP Provider | <input type="checkbox"/> Toll Reseller                               |
| <input type="checkbox"/> Local Reseller               | <input type="checkbox"/> Wireless Data Provider                      |
| <input type="checkbox"/> Operator Service Provider    | <input checked="" type="checkbox"/> 1 Non Traditional Provider (NTP) |
| <input type="checkbox"/> Paging and Messaging         | <input type="checkbox"/> Internet Service Provider                   |
| <input type="checkbox"/> Payphone Service Provider    |  |

**Block 15: Authorized Contact Signature [All Fields REQUIRED]**

See Instruction Section III.P

I certify that I am an officer of the above-named service provider, that I am authorized to submit this FCC Form 498 on behalf of the above named service provider, and that to the best of my knowledge, the data set forth in this form is true, accurate, and complete.

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, as amended, 47 U.S.C. Secs.502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

Company Officer Information		<input type="checkbox"/> Check this box if this information is the same as the General Contact information (Block 2)
		2/16/2012
Signature of the Company Officer		Date
First: ARMANDO	Middle Initial: D	Last: GUEVARA
Printed Name		
GEN MNGER		aguevara@oplk.com
Title		E-mail address

**You do not need to submit this page.**

**Notice:** The Federal Communications Commission (the Commission) has designated the Universal Service Administrative Company (USAC) as administrator of Federal universal service. One of the functions of USAC is to provide a mechanism for the billing, collection, and disbursement of funds for the various Federal universal service support mechanisms. In an effort to implement these requirements and obligations, the Commission has adopted this collection of information. Pursuant to the Commission rules, 47 C.F.R. §§ 54.301, 54.303, 54.307, 54.309, 54.311, 54.407, 54.413, 54.515, 54.611, 54.702, 54.802, and 54.902, USAC must obtain information relating to service provider name and address, telephone number, Federal employee identification number, contact names and telephone numbers, and billing and collection information. Each service provider receiving Federal universal service support from the High Cost, Low Income, Rural Health Care, or Schools and Libraries Support Mechanisms, should complete the FCC Form 498. USAC will use this information in administering the billing, collections, and disbursement operations of the Federal universal service programs.

**Reminder:** You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid Office of Management and Budget (OMB) control number. This collection has been assigned an OMB control number of 3060-0824.

The Commission is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide for the Federal universal service billing, collections, and disbursement purposes. If we believe there may be a violation or a potential violation of a state or Federal statute, or of a Commission regulation, rule, or order, your form may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation, or order. In certain cases, the information in your application may be disclosed to the Department of Justice, a court, or adjudicative body when (a) the Commission; or (b) any employee of the Commission; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies, and/or your employer to offset your salary, IRS tax refund, or other payments to collect that debt. The Commission may also provide the information to these agencies through the matching of computer records where authorized.

If you do not provide the information we request on the form, the Commission may delay processing of your application, or may return your application without action.

This Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. 3501 et seq. We have estimated that each response to this collection of information will take, on average, 1.5 hours. Our estimate includes the time to read the instructions, look through existing records, gather and maintain the required data, and actually complete and review the form for response. If you have any comments on this estimate, or how we can improve the collections and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PERM, Washington D.C. 20554, Paperwork Reduction Project (3060-0824). We will also accept your comments via Internet if you send them to [PRA@fcc.gov](mailto:PRA@fcc.gov). Please DO NOT SEND COMPLETED DATA COLLECTION FORMS TO THIS ADDRESS.

Mail this signed form to:

**USAC Customer Operations, Billing and Disbursements**  
2000 L Street, N.W., Suite 200  
Attn: FCC Form 498  
Washington, DC 20036

Questions?

See the Form 498 Instructions found at [www.usac.org/forms](http://www.usac.org/forms)

Use this form for:

- New application for a Service Provider Identification Number
- Revision to existing Service Provider data currently on file with USAC
- Merger or Consolidation of Existing Service Provider Identification Number (Additional documentation is required, please see page 2 of the instructions)
- Deactivation of a Service Provider Identification Number (Please see page 2 of the instructions)



---

## 14. MANUFACTURERS CERTIFICATION LETTERS



## CERTIFICADO PARA UN CANAL AUTORIZADO

**Fecha:** 8 de marzo del 2012  
*(This letter was issued as of 08/March/2012)*

**A:** Openlink  
San Juan, Puerto Rico

**Referencia:** Departamento de Educacion PR\_FY2012 RFP SF(OC)2011-017 Internal Connections

A efectos del Proyecto de referencia, Cisco Systems, Inc. ("Cisco") confirma en este acto que, a fecha de firma de este documento, Openlink es un canal Gold certificado y autorizado por Cisco, y que Cisco y Openlink han suscrito un acuerdo para la compra y reventa de Productos y/o Servicios Cisco ("el Acuerdo").

Lo anterior significa que Openlink ha cumplido con el proceso de certificación de Cisco y que se encuentra debidamente autorizado para comprar y revender los productos Cisco, así como para negociar los términos y condiciones aplicables a los servicios de soporte y mantenimiento de productos Cisco, incluyendo las correspondientes garantías, de acuerdo con los términos y condiciones de tal Acuerdo.

Asimismo, Openlink está especializado en las siguientes tecnologías Cisco:

- Advanced Data Center Networking Infrastructure;
- Advanced Data Center Storage Networking;
- Advanced Routing & Switching;
- Advanced Security;
- Advanced Unified Communications;
- Advanced Wireless LAN;
- ATP - Mobile Internet Technology

Rogamos tengan en cuenta que el presente certificado no tiene carácter permanente y que el estatus del canal autorizado por Cisco se someterá a una revisión de forma regular. La información contenida en el presente certificado es válida en la fecha indicada en el encabezamiento y durante las seis (6) semanas siguientes a esa fecha.

En caso de necesitar cualquier información adicional, rogamos no dude en ponerse en contacto con Paul Maldonado en al (787) 620-1815.

Brian Fukahara, V.P., Finance  
Cisco Systems, Inc.



8 de marzo del 2012

Señores:

**GOBIERNO DE PUERTO RICO - DEPARTAMENTO DE EDUCACION**

Presente

**Referencia: Openlink como Cisco Partner proponente para la  
Solicitud en E-RATE FY2012 Internal Connections: RFP SF (OC) 2011-17**

De nuestra mayor consideración,

Por la presente, conforme a vuestra relación contractual con Cisco Systems, Inc. ("Cisco") y en el marco del proyecto de la referencia nos complace informarles que de acuerdo a la política de Cisco sobre la discontinuación de productos, en el caso de que Cisco fuera a discontinuar la comercialización de alguno de los productos, como regla general dará un preaviso de 6 meses a la fecha de End-Of-Sale (EOS). Dicha notificación se encontrará publicada en la siguiente dirección web: <http://www.cisco.com/cgi-bin/Support/FieldNoticeTool/field-notice>.

Respecto de la Disponibilidad de Repuestos, los mismos estarán disponibles mientras los equipos se encuentren en producción y por un periodo posterior de cinco (5) años contados a partir de la notificación de su discontinuación (3 años en el caso de software de aplicación), sujeto a que los productos estén cubiertos por un contrato de soporte directo de Cisco. Para mayor información sobre la política de soporte de los productos discontinuados (*End of Life Policy*), consulte en el siguiente sitio web: [http://www.cisco.com/en/US/products/products\\_end-of-life\\_policy.html](http://www.cisco.com/en/US/products/products_end-of-life_policy.html)

Conforme a la política de ciclo de vida de productos de Cisco, los equipos Cisco cubiertos por un contrato de soporte técnico, entre ellos Cisco Smartnet, el usuario final podrán seguir adquiriendo dicho servicio y, el mismo estará disponible, independientemente del partner que los haya vendido originariamente. En caso de ser necesario la renovación o extensión de este periodo, cualquier otro partner de Cisco puede venderle al usuario final estos servicios de Cisco Smartnet para que los equipos continúen con su respaldo del servicio Smartnet de Cisco, en caso que el partner original cesa operaciones.

Sin otro particular, se despide muy atentamente,

A handwritten signature in black ink, appearing to read "MAURICIO ARDILA".

**Mauricio Ardila**

Gerente de Canales - Caribe  
Cisco Systems, Inc.

A small, stylized handwritten mark or signature in the bottom left corner of the page.

# Cisco Limited Lifetime Hardware Warranty Terms

The following are special terms applicable to your hardware warranty. Your formal Warranty Statement, including the warranty applicable to Cisco software, appears in the *Cisco Information Packet* that accompanies your Cisco product.

**Duration of Hardware Warranty:** As long as the original End User continues to own or use the Product, provided that: fan and power supply warranty is limited to five (5) years. In the event of discontinuance of product manufacture, Cisco warranty support is limited to five (5) years from the announcement of discontinuance.

**Replacement, Repair or Refund Procedure for Hardware:** Cisco or its service center will use commercially reasonable efforts to ship a replacement part within ten (10) working days after receipt of the RMA request. Actual delivery times may vary depending on Customer location.

Cisco reserves the right to refund the purchase price as its exclusive warranty remedy.



**To Receive a Return Materials Authorization (RMA) Number:** Please contact the party from whom you purchased the product. If you purchased the product directly from Cisco, contact your Cisco Sales and Service Representative.

**Complete the form below and keep for ready reference.**

Product purchased from:	
Their telephone number:	
Product Model and Serial number:	
Maintenance Contract number:	

Product warranty terms and other information applicable to Cisco products are available at the following URL:

<http://www.cisco.com/go/warranty>

78-6310-02D0







March 08, 2012

**Commonwealth of Puerto Rico  
Department of Education**

The purpose of this letter is to certify to the Department of Education of the Commonwealth of Puerto Rico that **Openlink Puerto Rico Inc** is an authorized Juniper Elite Partner and is registered and authorized to sell, install, and support, Juniper's EX 2200 Switching Solutions.

**Openlink Puerto Rico Inc** is a J-Partner Elite for Juniper Networks Inc. in Puerto Rico and has completed all required certifications within the Juniper Certifications Program, which includes sales, installation, and support of the EX Switching Product Line, of **JUNIPER NETWORKS**.

We recommend **Openlink Puerto Rico, Inc** for this important Project of the Department of Education of Puerto Rico. Please do not hesitate to contact me should additional information or clarification is required.

Sincerely,

A handwritten signature in black ink, appearing to read "Onil Ledo".

Onil J. Ledo  
Territory Account Manager - Enterprise Solutions  
Caribbean & C. America  
Juniper Networks, Inc.  
Mobile 1.305.733.0005  
oledo@juniper.net

The Juniper logo, consisting of the word "Juniper" in a bold, sans-serif font, with "your" in a smaller, lowercase, sans-serif font below it, and "Net.™" in a bold, sans-serif font at the bottom. The "y" in "your" is stylized with a long tail that loops around the "o".

A small, handwritten mark or signature in the bottom left corner of the page.

# Enhanced Limited Lifetime Warranty

EX2200, EX3200, EX3300, EX4200, EX6200

## Warranty Start Date:

“Start Date” as used in this policy means (i) the date this product is shipped from the manufacturing facilities of Juniper Networks, Inc. (“Juniper Networks”), or (ii) in the case of resale by an authorized Juniper Networks reseller, the date not more than ninety (90) days after original shipment of this product by Juniper Networks.

## Covered Hardware:

“Covered Hardware” means Juniper Networks EX2200, EX3200, and EX4200 systems purchased after December 31, 2010; and EX3300 and EX6200 systems.

## Enhanced Limited Lifetime Hardware Warranty:

Juniper Networks warrants for the sole benefit of the original end user purchaser of the Covered Hardware (“Customer”) that Covered Hardware will be free from defects in material and workmanship commencing on the Start Date and for as long as Customer continues to own or use the Covered Hardware; provided that the fan and power supply warranty is limited to 5 years from the Start Date. In the event of discontinuance of manufacture of the Covered Hardware, the Juniper warranty support is limited to 5 years from the announcement of the discontinuance. This product warranty extends only to the original purchaser (“Customer”). In the event that Juniper Networks receives notice during the warranty period that any Covered Hardware does not conform to its warranty, Customer’s sole and exclusive remedy, and Juniper Networks sole and exclusive liability, shall be for Juniper Networks, at its sole option, to either repair or replace the non-conforming Covered Hardware in accordance with this limited warranty. Covered Hardware replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of Juniper Networks. Juniper Networks will use commercially reasonable efforts to SHIP the replacement hardware within one (1) Business Day of Juniper Networks’ RMA (defined below) from a central Juniper depot location. The Customer’s replacement request must be received and Juniper Networks RMA issued by 3 pm local time at the JTAC facility handling the request; otherwise the request will be considered as received on the next Business Day. Actual delivery times may vary depending on the customer location and Juniper shipping depot location. As used herein, “Business Day” means Monday through Friday (time zone of the JTAC facility), excluding holidays observed at that JTAC facility.

## Limited 90-day Software Media Warranty:

Juniper Networks warrants that for a period of ninety (90) days from the Start Date, the media, on which the software embedded in the Covered Hardware (“Software”) is recorded, shall be free from defects in material and workmanship under normal authorized use consistent with the product instructions. The sole and exclusive remedy of the Customer and the entire liability of Juniper Networks under this limited warranty shall be the replacement of the media containing the Software.

**Limited Lifetime Software Update Entitlement:**

In addition, throughout the period that it warrants the Covered Hardware Juniper Networks shall make available to Customer for use solely on the Covered Hardware such updates of the Software as it may release for general availability, provided that availability of software and updates shall be subject to the standard Juniper End of Life/End of Support guidelines, as posted and in effect on the date that from time to time; provided, further, that updates shall be subject to the terms of the version of the Juniper Networks form End User License Agreement ("EULA") applicable to Junos operating system embedded software and in the form posted on Juniper's public website as of the date that the update is retrieved or delivered to the Customer. (Note: as of January 2011, the URL for the EULA revision that is current as of January 2011 is <http://www.juniper.net/support/eula.html>.)

**Restrictions:**

No warranty will apply if the Covered Hardware or Software (i) has been altered, except by Juniper Networks; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Juniper Networks in the enclosed documentation; or (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident. In addition, Covered Hardware or Software is not designed or intended for use in (i) the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; or (iii) operating life-support or life-critical medical equipment, and Juniper Networks disclaims any express or implied warranty of fitness for such uses. Customer is solely responsible for backing up its programs and data to protect against loss or corruption. Juniper Networks warranty obligations do not include installation support. Software update entitlement under this Enhanced Limited Lifetime Warranty shall not cover any features licensable separately regardless of whether the implementation of such feature is included (in dormant form or otherwise) in the Software as originally embedded on the Covered Hardware originally purchased by Customer. Juniper Networks may condition availability of Hardware replacements or repairs, of JTAC Technical Services and of Software updates on Juniper Networks' determination that furnishing such items and support services to Customer shall not violate US or other applicable export or import control laws.

**Dead on Arrival ("DOA"):**

For up to thirty (30) days from the Start Date, Juniper Networks will provide expedited replacement of affected field replaceable units of Covered Hardware that fail to operate within twenty-four (24) hours of initial installation. For purposes of this DOA policy, "fail to operate" shall mean a material failure to substantially perform in accordance with the Covered Hardware's technical specifications and shall not include cosmetic or other deficiencies that do not materially affect Covered Hardware performance. A new field replaceable unit will be shipped from Juniper Networks' manufacturing facilities within two (2) business days of Juniper Networks' receipt and validation of customer's notification of an inoperative unit. Notification must be sent by customer via online procedures set forth below. Defective Covered Hardware must be returned within thirty (30) days of failure, or customer pays purchase price of replacement Covered Hardware. Non-U.S. customers should allow for additional transit time due to international customs clearance.

## Hardware Return Procedures:

Any defective item can only be returned if it references a return material authorization ("RMA") number issued by authorized Juniper Networks service personnel. To request an RMA number, customer must contact Juniper Networks Technical Assistance Center ("JTAC") via the online resource available at the URL: <http://www.juniper.net/support>. JTAC will only assist customers with online RMA processing pursuant to the terms of this warranty and will not provide any troubleshooting, configuration or installation assistance. Telephone calls to JTAC will not be accepted unless the customer has purchased a valid Juniper Networks service contract that is in effect as of the time of the call. The RMA number must be included on the outside carton label of the returned item. Transportation costs, if any, incurred in connection with the return of a defective item to Juniper Networks shall be borne by customer to the in-country location, if available. Juniper Networks shall pay any transportation costs incurred with the redelivery of a repaired or replaced item. If, however, Juniper Networks reasonably determines that the item is functional, the customer shall pay any transportation cost. If Juniper Networks determines, at its sole discretion, that the allegedly defective item is not covered by the terms of the warranty provided hereunder or that a warranty claim is made after the warranty period, the cost of repair by Juniper Networks, including all shipping expenses, shall be paid by customer.

## Limited 90-day access to Technical Support:

For up to ninety (90) days from the Start Date, Juniper Networks will provide access to technical support engineers on a 24 x 7 basis for troubleshooting issues related to the hardware or software covered by this limited warranty.

## Disclaimer:

EXCEPT AS EXPRESSLY SET FORTH ABOVE, JUNIPER NETWORKS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, OR WARRANTIES OR OBLIGATIONS ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. FURTHER, JUNIPER NETWORKS DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE OR THAT BUYER WILL BE ABLE TO OPERATE THE SOFTWARE WITHOUT PROBLEMS OR INTERRUPTION.

## Limitation of Liability:

IN NO EVENT WILL JUNIPER NETWORKS OR ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF JUNIPER NETWORKS OR ITS AFFILIATE OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER OR NOT ANY REMEDY PROVIDED SHOULD FAIL OF ITS ESSENTIAL PURPOSE. THE TOTAL CUMULATIVE LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT PAID BY CUSTOMER. IN ADDITION, JUNIPER NETWORKS SHALL NOT BE LIABLE FOR CUSTOMER'S OR ANY THIRD PARTY'S SOFTWARE, FIRMWARE, INFORMATION, OR MEMORY DATA CONTAINED IN, SORTED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO JUNIPER NETWORKS, WHETHER UNDER WARRANTY OR NOT.

### Corporate and Sales Headquarters

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ISO 9001:2008 Registered

March 8, 2012

Commonwealth of Puerto Rico  
Department of Education

To Whom it May Concern:

This letter is to inform you that the Great Lakes Case & Cabinet Co., Inc's products are eligible to be purchased under the Federal requirements for both the Buy American Act and the American Recovery and Reinvestment Act of 2009 ("ARRA").

These products are classified as either Domestic End Products, Designated Country End Products, and/or qualify as Information Technology Products or products that are commercially available off the shelf ("COTS"), all as defined by the Buy American Act and the applicable regulations thereto, or are by definition supplies and not construction materials, and therefore are not subject to the Buy American provisions of the ARRA.

Sincerely,

Thomas M. Pakulski  
Chief Financial Officer  
Great Lakes Case & Cabinet Co., Inc.