

Town of Stockbridge Energy Services



Town of Stockbridge Town Hall Public Access EV Charging Stations

08.17.22

August 17, 2022

Mr. Michael Canales
 Town of Stockbridge
 50 Main St.
 Stockbridge, MA. 01262

Dear Michael,

We are pleased to submit our proposal to the Town of Stockbridge for the installation of (2) FLO dual-port EV charging stations.

PROJECT FINANCIALS

Measure Description	Base Project Cost	Optional Extended Warranty	Optional Preventative Maintenance for 1 year	Estimated Grant*
EV Charging Station Install	\$88,916	See pricing below	See pricing below	\$50,000

ADDITIONAL PROJECT BENEFITS

Energy Star or LEED Points	Revenue Generation	Greater Sustainability	Better Employee Hiring & Retention
Students Gain EV Charging	Increased Property Value	Positive Public Relations	Data Analytics

If you have any questions or would like to discuss project details, please contact me directly. We look forward to working with you.

Thank you,

Patrick Mahoney
 Key Account Manager
 (913) 593-3305

A) BASE PROJECT SCOPE OF WORK

Based on the site walk conducted by our team on July 22, 2022, Guardian Energy Management Solutions, LLC proposes to:

- Future-proof Electric Vehicle Charging Station (EVCS) infrastructure with capacity to install a total of (10) charging ports with power-sharing.
- Furnish and install (2) pedestal-mounted level 2 dual-port EVCS (4 charging spaces), (2) concrete pads, (4) safety bollards, (1) EV-only sign per parking space and (1) EV directional sign at site entrance per MAEVIP requirements.
- Furnish and install (1) 150 kVa transformer to step-down the 480V power from the switchgear (existing spare 200 Amp circuit breaker) to a newly installed 400 Amp (208/120V) sub-panel. The sub-panel will be powered by the secondary of the transformer and will be solely dedicated to the EV charging stations. Each charging station will have its own dedicated circuit for full charging capability.
- Dirt trench approximately 65 feet from the back of the building to the concrete pads and furnish and install 1" Schedule 40 PVC in the trench
- Install a hand-hole for easy access to wiring and conduit for future EV expansion.
- Re-stripe (11) parking spaces per MAEVIP ADA requirements. (Proposed layout can be found below in MAEVIP Requirements Section)
- Provide initial two-year software agreement for Flo.
- Includes all labor, material, equipment, and other construction costs related to installing the charging stations.
- All work quoted using prevailing wage.

WARRANTY

Standard Warranty Coverage is 1 year warranty on installation/workmanship and 1 year manufacturer's warranty on charging station parts.

B) OPTIONAL EXTENDED WARRANTY THROUGH MANUFACTURER: (Please Pick 1 Plan)

FLO Commercial Level 2 Extended Warranty—The extended warranty includes parts and on-site labor to repair or replace any manufacturing defects.

More information on the extended warranty and its limitations can be found attached in Exhibit A.

	Extended Warranty Options Through FLO	
<input type="checkbox"/>	1 Year Extended Warranty	\$ 200.00
<input type="checkbox"/>	2 Year Extended Warranty	\$ 400.00
<input type="checkbox"/>	3 Year Extended Warranty	\$ 600.00
<input type="checkbox"/>	4 Year Extended Warranty	\$ 800.00

C) PREVENTATIVE MAINTENANCE PROGRAM

Guardian is pleased to offer its customers a Preventative Maintenance Program. This program offers the following services:

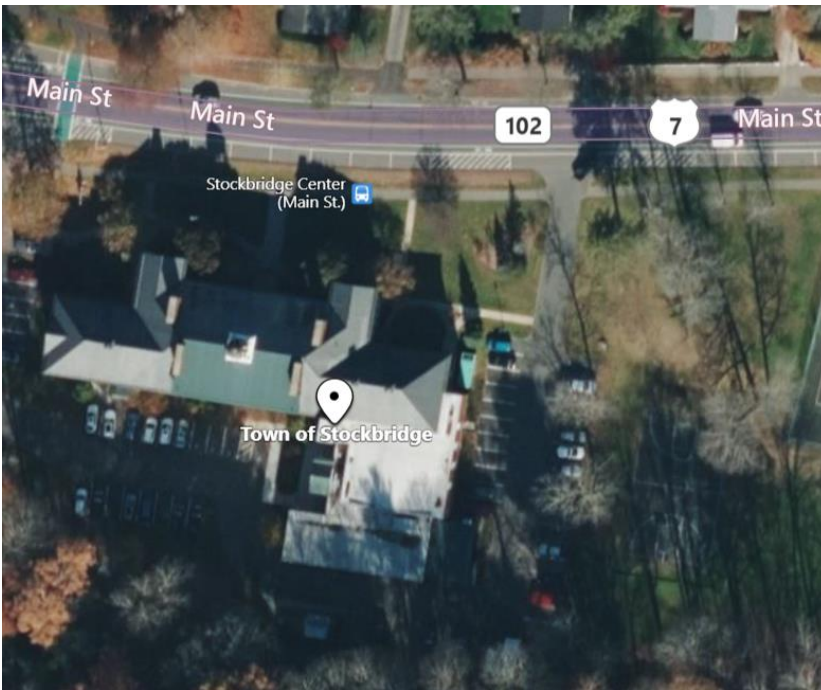
- Inspection and testing of SAE-J1772 connectors using an UL listed J1772 testing tool. These tests simulate a charge to confirm charging station frequency, duty cycle and amperage setting is within the expected range.
- Inspection and cleaning of all exterior components of EVCS with moist towel and mild detergent. The cleaning does NOT include the removal of graffiti or stickers.
- Inspection of charger cables for physical damage and confirm hardware is functioning properly.
- Examination of the surrounding environment to ensure it is providing a safe and optimal experience for drivers.
- Confirmation charging connections and controls are operational, including screen condition and visibility.
- Periodic technical troubleshooting and manual system resets.
- For DCFC stations scheduled maintenance of DCFC cooling systems, filters, and other essential operating components of the DCFC. (Parts pricing is not included.)

Please choose to include an Optional Preventative Maintenance Plan below.

<input type="checkbox"/>	Preventative Maintenance Program Through Guardian	
	Annual Maintenance Year 1 Price (Includes 1 visit)	\$ 945.00

- If any repairs or replacement parts are needed, Guardian will charge an hourly rate for work outside the scope of preventative maintenance and charge the customer for parts as needed.
- Hourly maintenance and repair labor costs for items not covered by existing plans: \$180.00/hour.

PROPOSED LOCATION

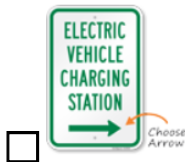
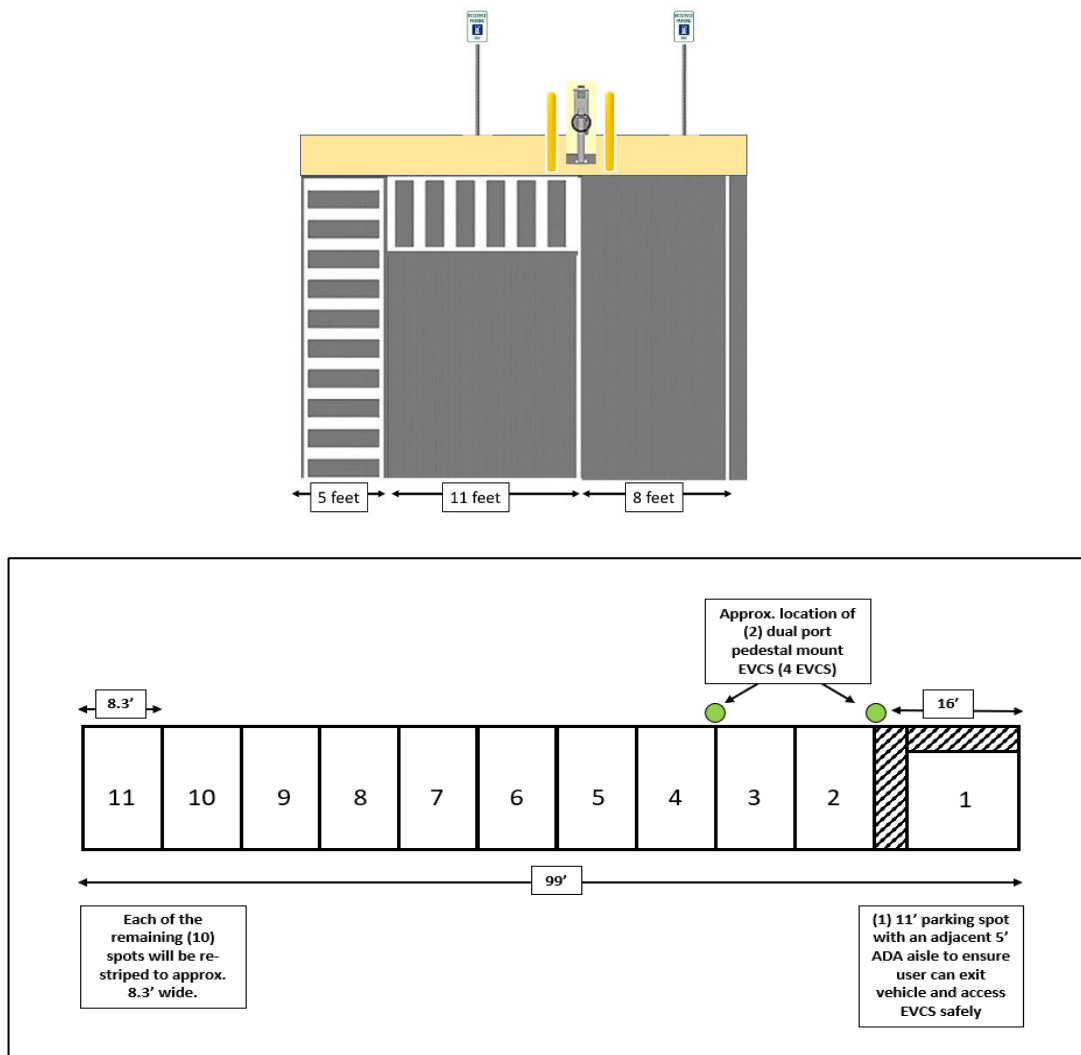


MAEVIP REQUIREMENTS: [Public Access Charging Program Requirements](#)
PICK SIGNAGE (Please pick 1)

Each EV parking space will have (1) EV-only sign, per MAEVIP requirements.



Each EV site will have (1) directional EV sign, per MAEVIP requirements.


RE-STRIPING FOR ADA COMPLIANCE


PROPOSED EQUIPMENT

FLO CoRe+Max Smart Level 2 Charging Station

The CoRe+ MAX charging station is ideal for light and medium duty EV fleets and public charging applications.

Key features

Fastest L2 Charger¹

80A chargers with speed up to 19.2 kW

Up to 2.7x faster than a typical (30A) level 2 charging station, with less battery strain than a DC fast charger.

Long-Term Durability

Get peace of mind with high-end quality build.

The full aluminum enclosure type 3R casing makes the *CoRe+ MAX* one of the most robust and durable charging stations available for fleets and workplaces.

Power Management

Save on your electricity costs.

FLO patented PowerSharing™ and PowerLimiting™ technologies save you up to 45% per year.²

Smart Station, Smarter Investment

Get the most from your deployment with our robust network management solutions.

The *Core+ MAX* features LTE connectivity delivering advanced capabilities such as proactive monitoring and access to a dedicated web portal where owners can set pricing, monitor station access and gain usage-based insights.³

Modular Design

The modular design of the *CoRe+ MAX* makes it a sustainable charging station.

Our modular design allows for easy on-site repairs to maximize station uptime. An optional cascading kit enables serial daisy-chaining of multiple charging stations.



Dual side-by-side

EXCLUSIONS

- The existing electrical service has sufficient capacity to execute this project. Installation of new electrical service conductors is not included.
- Any corrections to code-related items identified during installation are not included.
- Extension of electrical feeders beyond interconnection of existing service to new is not included.
- Unless agreed to in writing prior to commencement of the work, any patching and painting is not included.
- Installation does not include monitoring software. Monitoring can be purchased directly from the charging station supplier.

ASSUMPTIONS

- **Guardian is providing our best estimate for the MAEVIP grant on this project. This is based on prior projects and the current state rebate program of 100% of ELIGIBLE material and labor costs for municipal customers. This project is assuming a Public Access application. Rebates are estimated until a formal commitment letter is issued by MAEVIP. If the approved rebate is less than our estimated rebate amount, then the Town of Stockbridge will be responsible for any additional out-of-pocket expense due to Guardian Energy.**
- **MAEVIP prohibits purchase of EV material until the issue of a MAEVIP commitment letter. Upon customer commitment, Guardian will do our best to “reserve” stock upon customer commitment, in anticipation of commitment letter, to avoid long lead times on material.**
- If additional trenching and sitework is deemed necessary at the time of the installation, Guardian will notify customer immediately and a change order for additional sitework will be issued.
- Relocation of utilities or other subsurface conditions uncovered during excavation are not included.
- Work to perform the project shall occur within typical working hours (6:00 a.m. - 6:00 p.m. Monday through Friday) in full-day continuous periods. Requests for labor to be performed outside of these hours should be made in advance so that Guardian may reprice the work accordingly or issue a change order.
- Customer to provide a continuous 8.5-hrs of full facility access to allow completion of the work.
- Prices reflect current market rates for products and availability. Please understand that Guardian does not have control over material/product costs or changes in the market due to governmental regulations, tariffs, or market price fluctuations. Our goal is to hold our pricing; however, we cannot guarantee pricing for more than 30 days from the date of this project summary or proposal.
- In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in the price of an item of material shall be considered significant when the price of an item increases 10 percent between the date of this contract and the date of installation.
- Installation timelines are subject to product availability. To help ensure a timely schedule, please submit your order within 30 days of the proposal. We cannot guarantee timely receipt of material or labor availability for orders received after this date.

CUSTOMER REQUIREMENTS

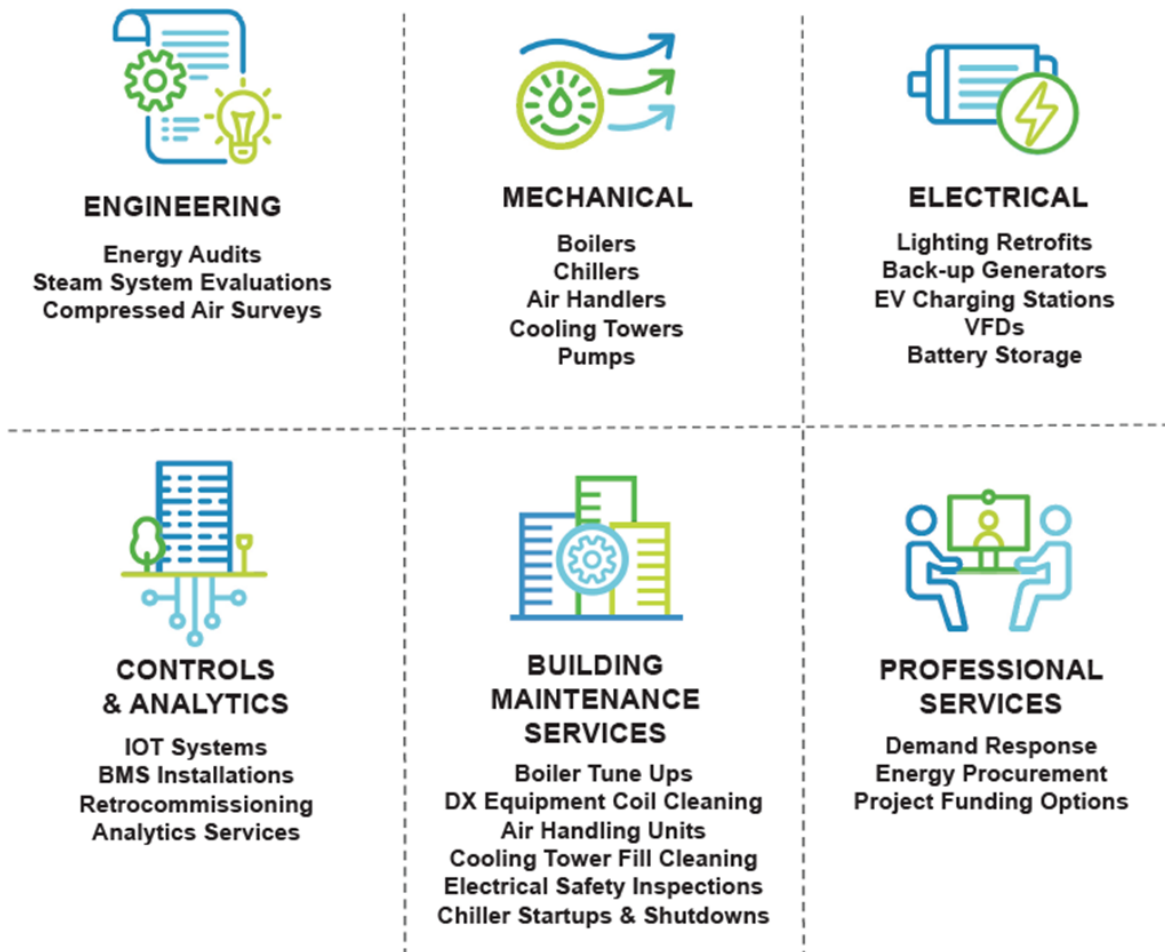
- Customer will provide the most current **Prevailing Wage Rate** sheet to Guardian at the time the order is placed, with updated rates as required.
- Customer will provide Guardian with **W9, ST-2 and ST-5C tax exemption documentation** at the time the order is placed.
- Customer will provide a point of contact and unimpeded access to the work site, as well as unobstructed access to all fixtures on the scheduled day(s) of installation. Customer delays related to the installation of the project may result in additional costs being addressed via a change order. A Guardian Project Manager will discuss scheduling and provide updates on an ongoing basis.
- Guardian will require unobstructed access to the installation location, and parking and walkways may be closed for the duration of the project. Guardian will make a best effort to minimize the impact to access to surrounding parking and other areas.
- Guardian may require the use of a dumpster and/or storage container on site. The customer will work with Guardian to provide a location that is acceptable for both parties.

HOW ELSE MAY WE SERVE YOU?

Guardian Energy Management Solutions, LLC is a Massachusetts based energy services company, established in 2003, that provides turn-key energy solutions for commercial, industrial, and municipal customers. Our team of engineers, construction managers, electricians, plumbers, pipefitters, and controls technicians self-perform the projects that we implement providing clients with a single point of contact and reducing the time from opportunity identification & engineering design to installation completion.

Guardian has been a current eligible vendor on Statewide Contract VEH102 since October 2019. In addition, we are DCAMM certified for electrical work.

As a certified ChargePoint installer, Guardian Energy is proficient in executing turn-key EV Charging Solutions, with extensive experience planning EV infrastructure designs, self-performing the electrical and civil installation, and liaising with our Utility partners, Eversource, National Grid and MAEVIP, to maximize incentives to our customers and make the application process seamless and stress-free. Further, we have installed charging stations as part of Eversource's make ready program, we have agreed to the T&Cs previously, and are familiar with the process and installation requirements.



ORDER FORM ACCEPTANCE

Payment Terms & Schedule: All invoices are payable Net 30. Outstanding balances are subject to a 1.5% late fee per month. All pricing is valid for **30 days** from the date of this proposal.

A) Base Project Cost: \$88,916

Optional Additions:

B) Extended Warranty Plan: \$

C) Quarterly Preventative Maintenance Plan: \$

Final Project Cost: A + B + C = \$

Final Invoice: Guardian will submit an invoice for the final project cost amount upon substantial completion of the project. This must be paid Net 30 independent of MAEVIP payment receipt to customer.

MAEVIP Grant: \$50,000- The estimated grant will be paid directly to The Town of Stockbridge upon project completion. Guardian will work with the customer to submit the necessary close-out documents to release the rebate to the customer. It may take up to 75 days for the funds to be released.

***Project Pricing, Grants & Utility Incentives:** Guardian has made its best attempt to provide the most accurate financial information for your review and approval. Please note that utility incentives may be estimates, and may change the final amount due, as well as impact other information provided in this proposal if they change in any way. As part of the project scope, Guardian will submit the necessary utility applications on your behalf. A letter from the utility will be sent to you to confirm the approved incentive amount. Should this amount not match the estimated totals shown, Guardian will revise the financial details and payment schedule to reflect the actual approved incentive amount.

By signing below, you are agreeing to contract with Guardian Energy Management Solutions on this project. You have reviewed and agree to Guardian's Standard Terms and Conditions. Any changes to pricing or scope of work must be made in writing and agreed to by both parties.

Printed Name

Title

Signature

Date

Customer Billing Information: Please provide your billing contact information below. All invoices will be emailed to the contact listed below.

Customer Name:

Address:

City:

State:

ZIP:

Billing Contact:

Phone:

Email

**GUARDIAN ENERGY MANAGEMENT SOLUTIONS, LLC'S STANDARD
TERMS AND CONDITIONS. THIS IS A CONTRACTUAL AGREEMENT. PLEASE READ
CAREFULLY.**

**THESE TERMS & CONDITIONS INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN
RIGHTS.**

Scope of Work: Customer has retained Guardian Energy Management Solutions, LLC (hereinafter "Guardian") to provide energy efficiency solutions for customer. Customer has hired Guardian to perform the energy efficient project, identified in the Project Order Form (including any attached documents). The Project Scope of Work together with Guardian Energy Management Solutions, LLC's Standard Terms, and Conditions define the scope of work to be performed under this Agreement, (hereinafter "Project"). Any Terms and Conditions or other writings referenced, appended to and/or incorporated in any Purchase Order or Customer authorization to perform work shall not be integrated into this Agreement and are expressly waived.

Customer Warranties: Customer warrants that he/she/it owns or leases the real property at which the Project is being performed and has authority to allow Guardian to make alterations to the property appropriate for the work necessary to perform the Project, which may include without limitation drilling holes and installing hardware for use in the installation of the Project. Unless specifically identified in the Project Scope of Work, any painting or patching following the installation of equipment will be performed by Customer.

Customer warrants and affirms that it has conducted all necessary due diligence and that Customer has satisfied all formal procurement rules, regulations or laws required to enter into this Agreement with Guardian. Customer warrants and affirms that Customer has authority to bind Customer to this Agreement and Customer acknowledges that Guardian is relying upon Customer's representations as to its authority to enter this Agreement.

Customer acknowledges that upon receipt of a signed Order Form, Guardian may order goods, materials, and equipment for the Project. In the event that the Project is cancelled through no fault of Guardian, such goods, materials and equipment ordered for the Project may be subject to shipping charges and/or restocking charges. Customer agrees to pay for such charges. If any goods, materials, and equipment for the Project are special order or non-stock items such that the goods, materials, and equipment cannot be returned, Customer shall pay for all such non-returnable goods, materials, and equipment. Upon payment, Customer may take possession of such non-returnable goods, materials and equipment with Customer bearing the cost of delivery of such non-returnable goods, materials, and equipment to Customer.

Permitting and Prevailing Wage: Guardian is responsible to obtain and pay for any required permitting, as applicable to the Project. Guardian will provide licensed trades people, paid at Prevailing Wage Rates, as applicable, materials and equipment necessary to perform the Project. Guardian is not responsible for repairs or alteration of Customer property or equipment beyond that defined in the Energy Efficiency Project Scope of Work.

Payment Terms: All invoices are payable with Net30 payment terms, unless otherwise defined in the Project Scope of Work. A monthly fee of 1.5% will be assessed against past due amounts after Net30 days. Prior to commencement of any work, Customer shall provide Guardian with Tax Exempt forms, if applicable.

Working Hours: Work to perform the Project shall occur within typical working hours (6:00 a.m. - 6:00 p.m., Monday through Friday). In the event, Customer requires work to be performed during other time periods, Customer may incur addition charges, unless otherwise explicitly defined in the Energy Efficiency Project Order Form. Delays in Project completion beyond the control of Guardian may result in modifications to the Project schedule, Project scope, or Project price. Guardian will provide a broom clean construction site, during and upon completion of the Project.

Site Access: Customer is responsible to provide unimpeded site access, as well as unobstructed access to all areas necessary to perform the Project. Delays caused by obstructed access to work areas, may result in additional costs to customer.

Delays: Guardian shall not be liable for any delay in the performance of the work under this Agreement resulting from or attributable to acts or circumstances beyond Guardian's control, including, but not limited to, acts of God or the public acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Guardian is delayed in manufacturing, shipping, delivery, or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Guardian, Guardian agrees to notify Customer in writing as soon as practicable of the causes of such delay, and Guardian shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Guardian under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Guardian shall be excused from furnishing said materials or equipment.

Termination for Convenience: In the event Customer terminates this Agreement through no fault of Guardian or for Customer's convenience, Customer shall provide prior written notice of termination and agrees to pay Guardian for all material furnished, ordered, or manufactured, labor performed, and services provided up to the date of termination, all out of pocket costs (including but not limited to any restocking or other charges owed to any supplier) and including a reasonable profit.

Customer Termination for Guardian Default: Customer shall have the right to terminate this Agreement for Guardian's default provided Guardian fails to cure such default within 30 days after having been given prior written

notice of the default. Upon early termination or expiration of this Agreement, Guardian shall have free access to enter Customer locations to disconnect and remove any and all Guardian-owned parts, tools, and personal property. Additionally, Customer agrees to pay Guardian for all incurred but unamortized service costs performed by Guardian including overhead and a reasonable profit.

Guardian Termination: Guardian reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions, or repairs are made to Project during the term of this Agreement by others without prior agreement between Customer and Guardian. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Guardian may terminate this Agreement without liability.

Site Conditions & Change Orders: Guardian is not responsible for unknown site conditions that may affect the installation and/or performance of the systems installed in the Project. Customer accepts that unknown site conditions may result in a change in the scope and/or cost of the Project and Customer. After work is commenced, in the event that unknown site conditions are detected, which materially alter the scope of work necessary to perform the Project, Guardian will notify Customer of such unknown site condition(s) and will prepare a written Change Order, identifying the scope of additional work necessary to complete the Project. If an unknown site condition is identified, Guardian shall not be obligated to complete any further work on the Project, until Guardian and Customer sign the written change order, defining the scope of the additional work and materials necessary and identifying the additional charges and expenses necessitated to perform the Project. Guardian shall not be liable for any delay in performance under this Agreement resulting from unknown site conditions.

Building Code Compliance: Project work will be installed according to the applicable Codes and Regulations for the jurisdiction where the Project occurs. If during installation, as a result of an unknown site condition, Guardian identifies code violations, or equipment maintenance related issues during the Project, which must be performed to bring the Project into compliance with the applicable Codes and Regulations for the jurisdiction where the Project occurs, Guardian will notify Customer of such issues and will issue a written Change Order, under the process identified above, so that the Project can be completed in compliance with the applicable Codes and Regulations.

Hazardous Materials: If during the course of the Project, Guardian encounters any "Hazardous Materials" on the Customer's site, Guardian may cease all work on the Project until such time as Customer has remediated the Hazardous Material condition. Customer agrees to promptly remediate any Hazardous Material condition detected, to allow Guardian to complete its work on the Project. Customer, at its own cost, will be responsible to comply with all legal regulations regarding the removal and disposal of Hazardous Materials. "Hazardous Materials" means any substance commonly referred to, or defined in any law or regulation, as a hazardous material or substance, including but not limited to, chemicals, solvents, petroleum products, flammable materials, explosives, asbestos, urea formaldehyde, PCBs, chlorofluorocarbons, Freon, or radioactive materials. As defined in the scope of work in the Energy Efficiency Project Order Form, in compliance with applicable rules, bylaws, regulations and statutes, Guardian will recycle and/or dispose of any existing equipment to be removed from Customer's site as a result of the Project, including existing equipment that existing equipment contains "Hazardous Materials", to the extent such "Hazardous Materials" are identified in the Energy Efficiency Project Order Form.

Emergency Services Work: Any warranty related service calls are to be placed directly to Guardian. Upon receipt of any warranty related service call, at Customer's request, Guardian will inspect the property with Customer. If such inspection does not reveal any defects for which Guardian is liable under this Agreement, Guardian may assess Customer a service call fee.

Limitation of Liability: Under no circumstances shall Guardian be liable for any indirect, incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. Guardian shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Guardian's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, Guardian's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by Guardian under this Agreement. The aggregate liability shall not limit the liability of Guardian for any injury to, or death of a person, caused by its gross negligence.

Time of Presentment: Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

Non-Solicitation: Customer acknowledges that Guardian's employees are valuable assets to Guardian. During the term of this Agreement or one hundred eighty (180) days thereafter, if Customer hires a Guardian employee who worked directly or indirectly with Customer, Customer agrees to 1) pay Guardian an amount equal to twelve (12) months' salary for such Guardian employee and 2) reimburse Guardian for all costs associated with any training and/or licensing provided and/or paid for by Guardian for such employee.

Miscellaneous and Severability: Titles are for informational purposes only. If any provision of these Terms & Conditions is found to be invalid, illegal, or unenforceable, that term shall be deemed stricken and the remaining portions shall remain in full force and effect.

WARRANTY

From the date of completion of the Project, Guardian provides a one (1) year labor warranty for workmanship in the installation performed by Guardian, running from the date of substantial completion of the Project. Material warranties are manufacture specific and will be transferred and assigned to Customer at the completion of the Project.

THE FOREGOING WORKMANSHIP WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND GUARDIAN EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PROJECT, WHETHER ORAL OR WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE. GUARDIAN EXPRESSLY WAIVES ANY WARRANTIES OF MERCHANT LIABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

For work that involves the installation of computer components, software, or networking systems, Guardian shall install computer components, software, or networking systems according to Manufacturer's specifications. Manufacturers of such components, software or networking systems are solely responsible for any costs or expenses related to any claims, repairs, or replacements associated with such components. Furthermore, Customer acknowledges that access to software associated with such components; or networking systems may be subject to the terms and conditions of an End-User license Agreement and warranty terms applicable to such software set forth therein. Guardian shall transfer and assign to Customer all licensing agreements and warranties associated with any computer components; software or networking systems installed by Guardian in the scope of the Project.

GUARDIAN ASSUMES NO LIABILITY AND CUSTOMER HEREBY WAIVES ALL CLAIMS AGAINST GUARDIAN ARISING OUT OF THE FAILURE OF ANY COMPUTER COMPONENTS, SOFTWARE, OR NETWORKING SYSTEMS INSTALLED BY GUARDIAN AS PART OF THE PROJECT. CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF ANY COMPUTER COMPONENTS, SOFTWARE OR NETWORKING SYSTEMS INSTALLED BY GUARDIAN AS PART OF THE PROJECT SHALL BE THROUGH ANY MANUFACTURER'S WARRANTIES.

Customer acknowledges that it has retained Guardian to install computer components, software, or networking systems and that such computer components, software, or networking systems have the potential of being portals or access points by which third parties could potentially access Customer's computer systems and/ or networks. Customer acknowledges and accepts that Guardian shall bear no responsibility and assumes no liability for any claims or damages that may occur as a result of third parties accessing Customer's property and systems through any computer components, software or networking systems installed by Guardian. Furthermore, Customer hereby releases Guardian from any liability for any data loss which may occur or component failures or other issues that may arise as a result of the computer component, software, or networking systems install occurring during attempted installation, testing, or any other time. Guardian is not responsible for loss of profit or any direct, indirect, special, incidental, or consequential damage occurring during or after any computer services are performed.

ALL CLAIMS FOR LIABILITY AND/OR LOSS INCLUDING WITHOUT LIMITATION ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH MAY OCCUR AS A RESULT OF GUARDIAN'S INSTALLATION OF SUCH COMPUTER COMPONENTS, SOFTWARE OR NETWORKING SYSTEMS ARE HEREBY EXPRESSLY WAIVED.