



Q/A?	
Yes	

Date 7/12/2012
 Agreement No. _____

PURCHASE AGREEMENT

THIS AGREEMENT IS MADE BETWEEN CCC TECHNOLOGIES, INC., 700 NICHOLAS BLVD., SUITE 300, ELK GROVE VILLAGE, IL 60007
 AND

SOLD TO	Village of Palos Park 8999 West 123rd Street Palos Park IL 60464 Attn: Rick Boehm	SHIP TO	Village of Palos Park (Village Hall Bldg) 8999 West 123rd Street Palos Park IL 60464 Attn: Rick Boehm

In consideration of the mutual agreements contained herein, CCC agrees to sell the Customer, and Customer agrees to purchase from CCC, the products set forth on Schedule A (the "Products") on the following terms and conditions.

PURCHASE PRICE AND PAYMENT TERMS

The price of the Products as listed in Schedule A:
 The price of Professional Services as described in Schedule B "Scope of Work" is:
 Shipping
GRAND TOTAL:**

\$	23,235.93
\$	7,440.25
\$	265.00
\$	30,941.18

** NOTE: Applicable shipping will be added to the invoice.

Customer agrees to pay for the Purchase as follows:

50% of Purchase Price upon Execution of this Agreement
 25% of Purchase Price for Materials on Job (MOJ)

	Initial
	Initial

\$	15,470.59
\$	7,735.30

Internal Lead Time Process for Check Requisition Materials on Job (MOJ) Date: _____

25% of Purchase Price upon Cutover and Acceptance

	Initial
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\$	7,735.30
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ESTIMATED IN-SERVICE DATE:

	July 25, 2012
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Avaya End User License Agreement (EULA) for Avaya's Software License Terms for End Users is incorporated by reference into this Purchase Agreement and which shall be separately executed by Customer.

ConvergeAssure® EXTENDED WARRANTY AND PAYMENT TERMS

The price of monthly ConvergeAssure® Extended Warranty as described in Schedules C and C1 is:

\$222.15 per month
Term in months: 24

ConvergeAssure® Extended Warranty will be billed quarterly by CCC, beginning the 13th (thirteenth) month after cutover.

The Purchase Price of the Products, Installation, Extended Warranty (if elected), applicable taxes and shipping shall be subject to adjustment in the event of any mutually agreeable changes made to Schedules A, B, C and/or C1 including the addition or deletion of items and/or products, including specifications, adjuncts/attachments, and/or features thereof.

The Purchase price includes one (1) year Warranty on Products and Labor.

BY SIGNING THIS AGREEMENT, YOU AGREE TO ALL THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE AGREEMENT, INCLUDING SCHEDULES A, B, C, AND C1.

Upon Initialing, CCC Technologies has authority and full consent to release any information requested concerning any and all credit information, history and details about your account(s) for the purpose of establishing credit facilities with CCC Technologies.

Schedule B - Scope of Work

This agreement is made between CCC and Village of Palos Park

INSTALLATION REQUIREMENTS

Requested installation date: July 25, 2012

Implementation Services

CCC to provide project management, installation and programming of a new VOIP system for the Village of Palos Park. Includes on-site Engineer(s) to install and implement a new Avaya IP Office 500V2 Release 8.0 communications system at Palos Park Village Hall, 8999 123rd Street, 3 telephones at the Recreation Center, 8999 123rd Street, Palos Park and 2 softphones at the Public Works Building, 8999 W. 131st Street, Palos Park.

Solution provides:

Implementation and installation of a new Avaya IP Office 500V2 Release 8.0 communication system
Avaya Voicemail Pro Release 8.0 messaging will be installed and programmed
Programming, Installation and testing of items listed on Schedule A.

CCC Technologies, Inc. Will Be Providing:

- * 34 each 9611G IP Telephones
- * 2 each 9611G Receptionist IP Telephones with Receptionist Console PC Software
- * 6 each 9621G IP Telephones
- * 2 each SAVI Headsets

Reuse of existing Central Office Trunks

This solution provides 4 hours of first day of service support.

This solution includes 4 hours of end user training

This solution does not include new station wire; "Test, tone and identification" for re-use wire, nor does it include any adjunct equipment work.

Voice Readiness Assessment for the deployment of IP. CCC will complete the network assessment for Customer. The Checklist of items provided must be completed by Customer before CCC can complete assessment.

Any changes to the design or this statement of work may result in additional charges to the customer.

Project Management

CCC will assign a manager responsible for overseeing the project. The manager will be the single point of contact from contract signing forward with regard to system implementation. The manager will direct the implementation to support the installation and scheduled in-service date. Project Management activities may include, but are not limited to:

- Project Plan & Milestone schedule
- Environmental Specifications provided to Customer
- Voice Readiness Assessment documentation
- Hardware delivery and inventory coordination
- Managing change requests
- Project Status Meetings
- Project Closure Meeting

Schedule B - Scope of Work continued

This agreement is made between CCC and Village of Palos Park

Site Survey

If required, CCC will work with Customer's project coordinator to complete a site survey prior to hardware delivery. Activities may include, but are not limited to:

- Equipment room inspection
- Verification of power requirements
- Checking other environmental specifications
- Customer will receive a list of identified deficiencies and a site readiness decision (go/no go).
- Following site inspection, any work performed by CCC in connection with wallfield/MDF issues may result in additional charges.

System Software and Networking Translations

CCC will activate all software options purchased by Customer.

CCC will provide the basic system translations for trunking, network connection ports, and IP enabled circuit pack translations.

Customer will provide CCC with any feature access codes that are currently in use.

After the software download, any changes requested by the Customer will incur additional charges

Station Programming

Customer is able to fully customize station software. CCC will provide a software resource to consult with Customer regarding station detail. Customer will hand off the station review document to the CCC software resource for verification and upload to the server. Any changes after handoff could result in additional charges.

Solution Deployment

Hardware Installation

CCC will complete the following services for the hardware outlined in Section 1 of this Statement of Work - Project Description:

- Unpack, inspect and inventory hardware
- Physically install hardware including connecting all adjuncts to the communication server, if applicable
- Verify and apply any applicable firmware and software upgrades available to newly installed hardware.
- Verify successful power-up diagnostics. Units will be observed upon power-up to determine successful completion of self-test diagnostics.

Trunk Installation and Loop Back Test (Integrated CSU to Demarc)

CCC will:

- Test each trunk and inform Customer of the results
- Perform a loopback test from the server DS-1's (Integrated CSUs ONLY) to the facilities demarcation point with the CCC services organization and inform Customer of results.
- Test connectivity to Customer's network services. If network problems are detected, it is Customer's responsibility to refer to, and resolve the problems with the appropriate network service provider. After Customer verifies the service provider has been successful in resolving the trouble, CCC will follow up with additional testing. The network facilities point of demarcation must be located in the switch room.

Schedule B - Scope of Work continued

This agreement is made between CCC and Village of Palos Park

Cutover

Cutover activities consist of turning down Customer's existing system (if appropriate) and activating the new system.

Solution Assurance

After installation is complete, CCC will test the new system with Customer. When the system is in good working order in accordance with the applicable documentation, it will be deemed In-Service.

First Day of Business Support (Help Desk)

Customer must provide one (1) representative to support the Help Desk. CCC will provide an engineer resource. Help Desk activities are performed 8 am to 5 pm local time, Monday through Friday, excluding CCC designated holidays. Basic Hours must be used on consecutive days during normal business hours.

Instructor Led End User Training

CCC will deliver a customized on-site education of the systems functionality with Customer's end users, including but not limited to:

- IP Telephone & Voicemail Features
- Console Operations
- Note: Instructor-led training classes are conducted Monday through Friday, 8:00 am to 5:00 pm local time, excluding CCC designated holidays. All training is delivered on consecutive business days.

Training Room Setup

CCC will set up class structure using Customer -provided hardware. CCC will perform all necessary work to install and program the 5 training stations in Customer's designated training room.

Customer Responsibilities

- Ensure the administrator complete training on schedule.
- Provide a proper room for training with chairs and tables to accommodate up to 10 people; a board or easel for the trainer; and up to 5 stations for training.
- Provide cabling from the training room to the equipment room to handle 5 training instruments in addition to any necessary wiring needed in the training room.
- Coordinate the assignment of trainees with assistance of the CCC provided instructor

Schedule B - Scope of Work continued

This agreement is made between CCC and Village of Palos Park

Customer must provide:

- IP addresses as required including gateway and subnet mask
- Data LAN drop connectivity
- Proper environmental conditions for equipment specified in Schedule A, including but not limited to, floor and rack/wall space, lighting, conduit, grounded power, climate control (temperature and humidity), and electric power, equipment room space, wall field
- Wiring from end user stations to MDF including IDF
- Space in existing 19" Data Racks for communication systems and voicemail servers as needed, or provide new racks as needed.
- Provide any needed virtual private networks (VPN's) between City Hall and the Public Works Building.
- Any necessary local permits or licenses needed prior to installation of equipment. Cost of such permits and licenses are not included.
- Installation of Integrated Management software on appropriate client PC's
- A representative to order all network services and coordinate with both CCC and the network services provider(s) to implement and test the facilities.
- To coordinate with all related vendors, including but not limited to: network services provider(s), contractors, and electricians., etc.
- All in-house wire runs. Wire runs must be CAT5 or greater, installed, labeled and tested prior to system installation.
- An architectural floor plan to the CCC Engineer designating each voice station, and/or analog port via extension number, set type and associated house pair.
- Extension of all Telco facilities circuits into the equipment room. All circuits are to be fully extended, terminated and labeled to the rack in the MDF Room. All Analog stations are to be extended from Telco board to MDF rack.
- CCC with access during normal business hours throughout the duration of this project. In the event afterhour's access is required, Customer will be notified in order to coordinate such access.
- A dedicated area for CCC personnel to work uninterrupted, with dedicated access to telephone and network connection.

Notes:

CCC Technologies is responsible for delivery of all hardware/software prior to the start date of the CCC implementation team.

If service cannot be completed because the Customer's responsibilities are not met by the scheduled date, additional charges may be billed. If operational functionality cannot be established because the Customer's responsibilities were not met or a CCC vendor has not met their responsibilities), the customer may incur additional charges.

This agreement is made between CCC and Village of Palos Park

Schedule C
ConvergeAssure® EXTENDED WARRANTY OVERVIEW

- SERVICE.** CCC will, at its option, either repair or replace (Service) any malfunctioning component part of the Equipment listed on the attached Schedule A (Equipment). This excludes disposable and wearable items such as headsets, line/handset cords, and batteries.
- SERVICE, SITE, TERM AND CHARGE.** The equipment is installed at the Village Hall 8999 123rd Street, Palos Park, IL, Recreation Center 8999 123rd Street, Palos Park, IL Public Works Bldg 8999 W. 131st Street, Palos Park, IL. CCC shall provide Service at the Service Site for a period of **24 Months** commencing on the **13th Month After Cutover**. The charge for Service during the term shall be **\$222.15 per month**, payable quarterly in advance, plus any applicable taxes. CCC reserves the right during the Term or any renewal period to increase the charge for Service to reflect changes made during the Term or any renewal period in either the type or quantity of Equipment.
- REGULAR SERVICE.** CCC shall perform regular Service between 8:00 a.m. and 5:00 p.m., Monday through Friday, except CCC holidays. Repair personnel as are required shall be dispatched to the Service Site within twenty-four (24) hours of the Customer's request for Regular Service, except when Customer's request is made on, or on a day preceding a CCC holiday or weekend. When the Customer's request is made on, or a day preceding, a CCC holiday or weekend, repair personnel shall be dispatched to the Service Site on CCC's next normal workday.
- EMERGENCY SERVICE.** CCC shall perform emergency Service promptly without regard to the time of day or the day of the week, including holidays, and repair personnel as are required shall be dispatched to the Service Site within three (3) hours of Customer's request for Emergency Service. Emergency Service will be provided only for Equipment failure resulting in Customer's complete inability to: (a) receive incoming calls system wide; (b) make outside calls system wide; (c) make station-to-station calls; or (d) use the attendant console. Labor Hours expended outside of the Regular Service Hours are **not** covered in this agreement and are billable to Customer at the current labor rate with a minimum of 4 hours per Emergency Call Out.
- CONDITION OF SERVICE.** CCC's obligation to perform Service is conditioned upon the Equipment not having been altered or repaired by any party other than CCC, without CCC's written consent, and the malfunction not being the result of mishandling, abuse, misuse or improper storage, installation, maintenance, or operation by other than CCC (including use in conjunction with equipment electronically or mechanically incompatible) and upon the Equipment not having been damaged by fire, water, explosion, power failure, any act of God, or by any other cause whatsoever. If Customer is in breach of a payment obligation and fails to make payment in full within ten (10) days after receipt of notice of default, CCC may, at its option, suspend Service under this Agreement which may include disarming alarm monitoring and notification, remote diagnostics, and/or password revocation. Customer hereby acknowledges and agrees that it will bear all economic and other risk of loss in the event of such Service suspension. Should Customer's Equipment be deemed end-of-sale by the manufacturer and/or upon the software release not being earlier than N-1 [N refers to the first digit of a Current Major Release. N-1 refers to the latest version of the Prior Major Release.], CCC will exhaust all resources and use best efforts to meet service level agreements iterated in Sections 3 and 4. Since replacement parts are no longer manufactured for end of sale products, parts shortages on some products or components may require replacement with substitutes, which may cause delays in repair and response times or require upgrades to other components at Customer expense.
- ADDITIONAL SERVICES.** Upon Customer's request, CCC shall perform the installation of additions to the Equipment, moves and changes of the Equipment and the features associated therewith, and the repair or replacement of Equipment, which has malfunctioned as the result of any of the causes described in Section 5. These services (Additional Services), which shall include services performed by CCC pursuant to CCC's "Customer Service Order" form, shall be at Customer's sole expense, at CCC's applicable rates for material and labor therefore, and subject to the provisions of Sections 8 and 9. The charge for Additional Services shall be due and payable to CCC within ten (10) days after the date of CCC's invoice therefore. Customer acknowledges and agrees that its failure to timely pay CCC for the Additional Services may result in the suspension of such Additional Services by CCC and that all economic and risk of other loss therefore shall be borne solely and exclusively by Customer.
- THIRD PARTY EQUIPMENT:** The decision to acquire hardware, software (in any form), supplies or telco service from parties other than CCC (Third Party Equipment) is Customer's decision, even if CCC aids Customer to identify, evaluate or select them. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, CCC IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS LIABILITY FOR, PERFORMANCE OR QUALITY OF THIRD PARTY PRODUCTS OR THEIR SUPPLIERS, AND THEIR FAILURE WILL NOT AFFECT CUSTOMER'S OBLIGATIONS TO CCC. CCC DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, FOR THIRD PARTY EQUIPMENT INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any claim that Customer has in connection with Third Party Equipment and any remedies for such claim shall be made by Customer against the supplier of such Third Party Equipment only with Customer hereby expressly waiving and releasing such claims against CCC to the fullest extent permitted by law and in equity.
- FORCEMAJEURE.** CCC shall have no liability for delays, failure in performance or damages due to fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or causes beyond CCC's control whether or not similar to the foregoing.
- NON-SOLICITATION, CONFIDENTIALITY AND NON-DISCLOSURE.** Customer acknowledges that CCC has a legitimate and reasonable desire to retain its personnel and enjoy the benefit of CCC's investment in its personnel. During the course of this Agreement, and for eighteen (18) months subsequent to the termination of this Agreement, Customer is prohibited from recruiting CCC Employees for hire or offering assistance in possible recruitment of CCC Employees. In the event of a violation or threatened violation of this provision, CCC may, in addition to all other available remedies at law or in equity, pursue immediate injunctive relief to prohibit or prevent Customer's violation of this provision. In addition, CCC may pursue monetary judgment including all direct, indirect, consequential, punitive and other damages resulting from Customer's violation of this section. Customer agrees, during the term of this Agreement and thereafter no matter how this Agreement is terminated or expires, to keep confidential all information provided by CCC, excepting only such information which is known to the public or which Customer can substantiate is already known to him, including any such information and material relating to any other customer, vendor, licensor, licensee, or other party transacting business with CCC for the benefit of Customer and services or products provided by CCC to Customer on behalf of such other party, and such party's products, plans, methods, processes, business opportunities, finances, personnel and other information related to their businesses, whether or not the same is specifically designated as confidential, private, trade secret or otherwise (the "Confidential Information"). Customer further agrees not to release, use or disclose the same except without the prior written permission of CCC, which permission may be withheld in CCC's sole and absolute discretion.

Customer Initials: RSB

Schedule C
ConvergeAssure® EXTENDED WARRANTY OVERVIEW (cont.)

9. **NON-SOLICITATION, CONFIDENTIALITY AND NON-DISCLOSURE (continued).** Customer further agrees to consider all specific data, designs, systems and techniques, client and prospective client lists, including such information stored in any contact or client data management program or database, with which Customer becomes familiar to be Confidential Information and Customer will not convert or disclose the same to anyone (other than a person authorized by CCC) for any purpose whatsoever. All records, files, memoranda, software, computer diskettes or drives, quotations, bids, programs, programming, blueprints, schematics, reports, price lists, customer lists, drawings, plans, sketches, documents, equipment, compilations of any of the foregoing and/or the like relating to the business of CCC, which Customer shall use, prepare or come into contact with, shall also be deemed Confidential Information and shall remain CCC'S sole property, subject to the non-disclosure provisions of this section.
10. **REMEDIES AND LIMITATION OF LIABILITY.** In the event of any material breach of this Contract by CCC which shall continue for fifteen (15) or more days after written notice of such breach (including a reasonably detailed statement of the nature of such breach) shall have been given to CCC by Customer, Customer's sole and exclusive remedy shall be to terminate this Agreement by providing written notice thereof to CCC. In the event Customer fails to pay the charge for Service or Additional Services when due, CCC shall have the right to suspend its performance under this Agreement upon providing verbal or written notice thereof to Buyer and/or to terminate this Agreement if Customer has not paid CCC all amounts due within fifteen (15) days of CCC's written notice thereof. In the event this Agreement is terminated by either party, neither party shall have any further obligation to the other party except that CCC shall refund to Customer any portion of the charge paid for Service for the period subsequent to the effective date of termination less any amounts then due CCC for Service and/or Additional Services performed prior to such termination. Termination of this Agreement by CCC shall not constitute a waiver by CCC of any amounts due CCC for Service or Additional Services. **THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARE EXCLUDED FROM THIS AGREEMENT AND SHALL NOT APPLY TO THE EQUIPMENT PROVIDED UNDER THIS AGREEMENT WHETHER PROVIDED BY CCC PURSUANT TO ITS OBLIGATIONS TO PROVIDE SERVICE OR ADDITIONAL SERVICES OR TO ANY SERVICE OR ADDITIONAL SERVICES PERFORMED UNDER THIS AGREEMENT. IN NO EVENT WILL CCC BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO TOLL FRAUD OR APPLICABILITY OF E911 REQUIREMENTS OF THE ILLINOIS EMERGENCY TELEPHONE SYSTEMS ACT. CCC'S OBLIGATION AND CUSTOMERS SOLE AND EXCLUSIVE REMEDY IN THE EVENT CCC PROVIDES MALFUNCTIONING EQUIPMENT IS TO CAUSE CCC TO PERFORM SERVICE ON SUCH MALFUNCTIONING EQUIPMENT. CCC SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER FOR ANY BREACH OF THIS AGREEMENT OR FOR ANY ACTION ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT.**
11. **RENEWAL.** CCC will automatically renew the maintenance contract for a period of 12 months unless we receive written cancellation of the maintenance agreement 30 days prior to expiration as set forth in Section 12.
12. **CANCELLATION/TERMINATION.** Cancellation/termination of your post-warranty service agreement must be submitted in writing. Termination of your post-warranty service agreement prior to commencement means you are responsible for payment of thirty-five percent (35%) of the total service agreement value within ten (10) days following such cancellation or termination. If the service agreement was pre-paid in whole or in part, you will receive a refund of all monies paid minus thirty-five percent (35%) of the total value of the service agreement. Termination of your post-warranty service agreement after initial commencement, or commencement of subsequent renewals, means you are responsible for payment of thirty-five percent (35%) of the remaining service agreement value and any earned portion of the agreement payable through last day of service, which payment shall be due within ten (10) days following the last date of such service. If you fail to perform any material term or condition of this Agreement (e.g., fail to pay any charge when due) and such failure continues for thirty days (30) after receipt of written notice, you shall be in default and CCC may terminate this Agreement and exercise any available rights. Upon termination by CCC, you shall be liable for cancellation and/or termination charges and any other applicable charges.
13. **DISPUTES.** A. Any controversy or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement ("Dispute") shall be resolved solely in accordance with the terms of this Section. B. If a Dispute arises, the parties will endeavor to resolve the dispute through good faith negotiation within forty-five days (45) of notification of the Dispute. If the Dispute cannot be settled through good faith negotiation, CCC and you will submit the Dispute to non-binding mediation conducted by the American Arbitration Association ("AAA") or any other mutually acceptable alternate dispute resolution organization. Each party shall bear its own expenses but those related to the compensation of the mediator shall be borne equally. The parties, their representatives, other participants and the mediator (and arbitrator, if any) shall hold the existence, content and result of mediation in confidence. If the Dispute is not resolved through mediation, claims may be brought in a state or federal court of competent jurisdiction or resolved through binding arbitration.
14. **GENERAL.** Customer may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of CCC. CCC reserves the right to subcontract any portion of its obligations under this Agreement. This Agreement constitutes the entire understanding between CCC and Customer with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this Agreement requested either by Customer or CCC might only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not be constituted as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto. Section headings are inserted for convenience only and shall not be used in any way to construe the terms of this Agreement.
15. **ELECTRONIC DOCUMENTS:** The parties agree that they may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the rights and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

Notices and other communications shall be transmitted in writing by certified U.S. Mail, postage prepaid, return receipt requested, addressed to the parties as follows and shall be deemed effective four (4) days after the date of mailing:

If to CCC, to: **CCC Technologies, Inc.**
700 Nicholas Blvd., Suite 300, Elk Grove Village, IL 60007

Schedule C1 - Products List

The items list below are covered under the extended warranty agreement beginning the 13th [thirteenth] month after cutover. Please refer to the Schedule A of this Purchase Agreement for a list of all equipment purchased and covered under extended warranty for the first 12 [twelve] months after cutover

Quantity	Description
2	IPO LIC RECEPTIONIST RFA 1 LIC: DS - RFA
1	IP500 Extension Card Phone 8
1	IP500 TRNK PRI UNVRSL. SNGL
2	IPO LIC T1 ADD 8CH -RFA
2	IPO LIC R6 AV IP Endpoint 1 - RFA
3	IPO LIC R6 AV IP Endpoint 5 - RFA
1	IPO LIC R6 AV IP Endpoint 20 - RFA
1	AVAYA B149 ANLG CONF PHONE PRODUCT
#REF!	#REF!
#REF!	#REF!
1	VM/Pro Server
2	IPO LIC VMPRO UMS 20 USER - Enables 20 users to access voicemail through the web or IMAP
2	IPO LIC VMPRO UMS 5 USER - Enables 5 users to access voicemail through the web or IMAP
1	IPO LIC PREFRD R8+ VM PRO RFA LIC:DS LICENSE_ONLY - RFA
2	IP500 V2 Control Unit
2	IP500 V2 System SD Card MU-LAW
2	IPO R8+ ESSNTL EDITION+ LIC LICENSE_ONLY-RFA
2	IPO LIC IP500 VCE NTWKG ADD 4 LIC:CU - RFA
2	IP400 Power Lead Sm Off406v2 Sml Ofc 406v2 V2 DS16 & DS30
2	IP500 Rack Mounting Kit
1	IP500 MC VCM 32
#REF!	#REF!
36	IP PHONES 9611 PRODUCT
#REF!	#REF!
6	IP PHONES 9621 PRODUCT
3	IP Phone 9611 Wall Mount

Terms and Conditions

1. **Electrical Considerations:** Many communication product malfunctions can be caused by electrical fluctuations. By signing this agreement, Customer agrees that it has been made aware of the recommended preventive measures (including, but not limited to UPS/battery backup/dedicated electrical line/surge suppresser/power outage phones).
2. **Toll Fraud:** Unauthorized use of toll facilities is an industry-wide concern. The FCC has ruled that customers are responsible for all unauthorized calls that originate from their phone system. Customer does hereby indemnify and hold CCC harmless from and against any and all liability associated with the accrual of toll charges. Such indemnification shall include, but not be limited to, all costs and reasonable attorney fees associated with any claims, demands or allegations asserted against CCC associated with toll charges. Customer confirms and agrees that CCC is not responsible for any such unauthorized calls and acknowledges and recognizes its need to take appropriate measures to prevent toll fraud.
3. **Delivery, Installation and Acceptance:** CCC shall deliver and install the Products on the Premises. CCC shall use its best efforts to complete the installation by the Estimated in Service date, which is the intended Cutover Date, subject to mutually agreeable changes confirmed by CCC in writing. The term "Cutover Date" shall mean the date on which the customer is notified by CCC that the Products are installed and are functioning so as to be substantially providing the basic service for which the Products are intended. Minor omissions or variances in performance of the Products, which do not materially affect the operation of the system as a whole, shall not affect or postpone the Cutover Date.
4. **Payment:** Payment for items other than the Purchase Price is due within 30 days of invoice date. A 1.5% per month late payment-processing fee may be charged on undisputed balances over 30 days past invoice date and for late payment of specified installments of the Purchase Price. Any payment, in full or in part, by the Customer for the performance of any service by CCC in connection with the Products covered by this Agreement, or the acceptance by the Customer of the delivery of said Products shall constitute acceptance by the Customer of the terms and conditions hereof.
5. **Orders:** CCC's acceptance of this Agreement is subject to credit approval and to the remittance of the first specified installment of the Purchase Price and any form of security, which may be required by CCC. The terms of this Agreement are expressly set forth herein and no additional terms, including any terms and conditions set forth in Customer's purchase order or otherwise, shall be binding upon CCC, unless expressly agreed to in writing and signed by a duly authorized representative of CCC.
6. **Collection Cost:** Customer agrees to pay and all costs and expenses incurred by CCC in the enforcement of the terms of this Agreement or in the collection and/or repossession of any Products or equipment, including attorney's fees and court costs, if any, incurred by CCC, up to the maximum permitted by applicable state law.
7. **Title to Equipment/Security Interest:** CCC reserves and Customer hereby grants a security interest in all Products purchased hereunder, until all Products have been paid for in full. CCC shall be permitted to file a UCC-1 Financing Statement with the appropriate state authorities at any time as a UCC financing statement as evidence of the security interest granted by Customer. Customer agrees to execute such other agreements and UCC financing statements presented by CCC for the purpose of perfecting its security interest and appoints CCC as its attorney in fact, which appointment is coupled with an interest, to sign Customer's name to any documents for the protection of such security interest. Customer shall acquire title to the Products, including all additions thereto, except for any licensed software, upon payment in full of the Purchase Price, including all additions thereto, plus all applicable taxes, to CCC. As long as any part of the Purchase Price due or any part of the additions thereto, remains outstanding, title to the Products shall remain with CCC.
8. **Risk of Loss:** Delivery shall be complete and risk of loss shall pass to Customer when the Products are placed in the possession of the carrier, notwithstanding CCC's retention of title as provided above.
9. **Conditions for Installation Access:** Customer shall make available a place in the Premises for installation of the Products which meets certain environmental and other specifications including, without limitation, those specifications set forth by Manufacturer. Customer shall also permit or arrange for access to the Premises for CCC's installation and maintenance personnel, and shall provide a suitable protected area for storage of the Products pending its installation. Customer shall supply all supplemental Products required for the installation such as, without limitation, conduits, commercial power wiring, outlets and appropriate access to it.
10. **Financing Option:** In the event that Customer decides to finance the Products, all deposit monies paid to CCC shall be refunded to Customer upon payment in full to CCC from the financing company and Customer's payment obligation under this Purchase Agreement shall then be null and void. If a financing company purchases the Products, the warranty contained in Paragraph 11 below shall nonetheless run to Customer.
11. **Limited Warranty:** ALL PRODUCTS ARE SOLD AND LICENSED SUBJECT TO THE MANUFACTURER'S LIMITED WARRANTY, IF ANY, WHICH ACCOMPANIES THE PRODUCTS. CCC MAKES NO WARRANTIES OR REPRESENTATIONS AS TO PERFORMANCE OF ANY PRODUCTS OR AS TO SERVICE TO PRODUCTS. NO PERSON IS AUTHORIZED TO ASSUME ANY OBLIGATION OR MAKE ANY PROMISE OR OFFER ON BEHALF OF CCC IN CONFLICT WITH THE FOREGOING IN CONNECTION WITH THE SALE OF THE PRODUCTS. ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED. CCC SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES CLAIMED TO HAVE RESULTED FROM THE USE, OPERATION OR PERFORMANCE OF THE PRODUCTS, OR PRODUCTS DAMAGED OR RENDERED UNSERVICEABLE BY ACTS OF NON-CCC PERSONNEL, VANDALISM, THEFT, THE ELEMENTS OR OTHER PERIL, OR THE MOVING, RELOCATION OR ALTERATION OF THE PRODUCTS NOT AUTHORIZED BY CCC, REGARDLESS OF THE FORM OF ACTION, EXCEPT FOR LOSS OR DAMAGES CAUSED BY THE SOLE NEGLIGENCE OF CCC. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, THE MAXIMUM LIABILITY OF CCC TO ANY PERSON OR ENTITY WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY SALE, LICENSE, USE OF OTHER EMPLOYMENT OF ANY OF THE PRODUCTS DELIVERED HEREUNDER WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT, OR OTHERWISE, SHALL IN NO CASE EXCEED THE ACTUAL AMOUNT PAID TO CCC HEREUNDER FOR THE SPECIFIC PRODUCTS THAT CAUSED THE DAMAGES. IN NO EVENT SHALL CCC BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGE RESULTING FROM LOSS OF USE, DATA OR PROFITS, INCLUDING BUT NOT LIMITED TO TOLL FRAUD OR APPLICABILITY OF E-911 REQUIREMENTS OF THE ILLINOIS EMERGENCY TELEPHONE SYSTEMS ACT. CERTAIN STATES HAVE LAWS WHICH REQUIRE WARRANTY AND LIABILITY RIGHTS DIFFERENT FROM THOSE STATED HEREIN. IN SUCH STATES CERTAIN MINIMUM REQUIRED WARRANTY AND LIABILITY TERMS MAY APPLY.



Terms and Conditions (Continued)

12. Third Party Equipment: The decision to acquire hardware, software (in any form), supplies or Telco service from parties other than CCC (Third Party Equipment) is Customer's decision, even if CCC aids Customer to identify, evaluate or select them. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, CCC IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS LIABILITY FOR, PERFORMANCE OR QUALITY OF THIRD PARTY Products OR THEIR SUPPLIERS, AND THEIR FAILURE WILL NOT AFFECT CUSTOMER'S OBLIGATIONS TO CCC. Any claim that Customer has in connection with Third Party Equipment and any remedies for such claim shall be made by Customer against the supplier of such Third Party Equipment.

13. Upon successful completion of system installation by CCC Technologies, the Customer agrees to grant CCC Technologies and those acting pursuant to its or their direction or control, the right to print, publish, broadcast and use in any media now known as news or information and for advertising, trade and promotional purposes.

14. Change Control Date: The Change Control Date ("CCD") is the last date CCC will accept changes to the Products to be delivered on the Delivery Date for "Customer-installed Equipment" or for installation on the In-Service Date for CCC installed Equipment. The CCD is the date 10 days prior to the scheduled delivery date of the Products. Changes received and accepted by CCC after the CCD will be treated as separate orders and will be delivered after the Delivery Date for "Customer-installed Equipment" or will be installed after the In-Service Date for CCC installed Products. The CCD for subsequently placed orders for modifications or additions will be the date CCC accepts that order. The terms and conditions of this Agreement for modifications or additions to the Products acquired hereunder will govern all orders.

15. Product Returns: Within 30 days of the invoice date, CCC will accept prompt return of non-damaged and unopened Products if shipped freight prepaid and insured by Customer. A restock fee of up to 15% of order value may apply. Customer must call CCC for a Return Goods Authorization ("RGA") number and address for delivery of the returned Products. Used, custom, configured, or consumable Products CANNOT be returned. 30 (thirty) days after the invoice date, there will be a restock fee of at least 15% of order value for all non-damaged Products that Customer requests to return. Ninety days after invoice date, returns WILL NOT be accepted.

16. Avaya purchases and/or upgrades that incorporate Software Support Plus Upgrades ("SSU") assume a three-year agreement for which the first year's subscription for SSU is incorporated into this Agreement. The subsequent second and third year SSU subscription will be billed annually at the rate specified on Page 1 of this Purchase Agreement on the anniversary of the final registration date of item(s) in Schedule A, in advance, and are non-cancellable and non-refundable according to standard Avaya manufacturer policy. Further, as support and upgrades fulfilling SSU subscriptions are registered exclusively through the originating Avaya Business Partner, these will be executed solely through CCC and are non-transferable.

17. Cancellation/Termination: The ability to cancel all or a portion of an order is dependent on the status of the order and the Products. CCC reserves the right to apply order cancellation fees to compensate for the related costs of the cancellation. CCC's decision respecting cancellation is subject to an additional review and acceptance by a duly authorized representative of CCC. If Customer cancels the whole or a substantial part of an order after this Agreement is signed but prior to the CCD, Customer must pay a fee equal to 20 percent (20%) of the purchase price for the canceled Products. If Customer cancels an order in whole or part after the CCD, but before installation has begun, Customer will pay a fee equal to twenty percent (20%) of the purchase price for the canceled Products plus all incurred shipping costs. If Customer cancels after installation has begun, Customer will pay the full cost of shipping charges and installation charges to the cancellation date.

18. Force majeure: CCC shall have no liability for delays, failure in performance or damages due to fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or causes beyond CCC's control whether or not similar to the foregoing.

19. RGA number: TO INSURE PROPER HANDLING AND CREDIT, NO PRODUCTS ARE TO BE RETURNED TO CCC WITHOUT AN RGA NUMBER. The RGA number will appear on the return-shipping label, which should be in the packaging of a replacement item. In the event a return-shipping label has not been provided, Customer is to call its CCC sales representative.

20. Default: If Customer breaches any provision of this Agreement, including, without limitation, its payment obligations, Customer shall be in default hereunder, and all unpaid amounts shall, at CCC's option, become immediately due and payable. Upon Customer's default, CCC shall have all the rights and remedies of a secured party under the Uniform Commercial Code, and any other applicable laws. CCC shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder.

21. Defects in Products: In the event of a defect in a Product, and upon written notification by customer to CCC of such defect, CCC shall have the option to repair or replace the defective part, and such repair or replacement shall be Customer's sole and exclusive remedy. All replaced parts shall become the property of CCC.

22. Enforceability: If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, Customer and CCC agree that the remaining provisions shall not be affected.

23. Actions: Either party may bring no action, regardless of form, except by CCC for nonpayment by Customer; more than one year after the cause of action has arisen. This agreement shall be governed by and shall be construed in accordance with the laws of the State of Illinois, without respect to its conflicts of law provisions. The parties hereby waive any objections to personal jurisdiction and venue for purposes of effectuating this provision.

24. Entire Agreement: This Agreement represents the entire Agreement between CCC and Customer with respect to the sale and installation of the Products on the Premises and all other matter contained herein, and supersedes any prior agreement and negotiations between the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

25. Authority: CCC and Customer each represent that they have the power and authority to enter into this Agreement and that this Agreement constitutes a valid and binding obligation of each party.

26. Delay in work: Any delays in work beyond the control of CCC which include but are not limited to construction, local and long distance service, environmental delays will be billable to the client. Change in cut date by the Customer may result in overtime charges for installation. Additionally, changes to the cut date in excess of 4 weeks will require that the client pay all but 5% of the remaining balance by the original cut date.

CUSTOMER ACCEPTED:		CCC TECHNOLOGIES, INC. ACCEPTED:	
BY:		BY:	
NAME:	RICHARD B BOEHM	NAME:	JUAN R. RODRIGUEZ
TITLE:	VILLAGE MANAGER	TITLE:	V.P. of Operations
DATE:	7/13/12	DATE:	7/16/12