

For TWNS use only:

Customer Name: TownofFountainHills
WTY SPC (Y/N): Y Customer No.: 37464
SO No.: _____

PURCHASE AGREEMENT

This Purchase Agreement (this "Purchase Agreement") is made between Trans-West Telephone Co., Inc., dba Trans-West Network Solutions hereinafter known at times as TWNS and the Town of Fountain Hills located at 16705 East Avenue of the Fountains, FountainHills,AZ 85268 hereinafter known as Purchaser or Customer.

Purchased equipment shall be installed at 16705 East Avenue of the Fountains, Fountain Hills, Arizona 85268.

1. TWNS hereby offers to assist Purchaser to obtain financing. Purchaser hereby requests TWNS to provide that assistance. Yes No If NO, then Purchaser will obtain own financing or Cash on completion.
2. PURCHASE PRICE: Sixty-two thousand nine hundred sixteen dollars and zero cents (\$62,916.00) plus applicable taxes. Payment schedule of 100% of purchase price (\$62,916.00) plus tax shall be due to TWNS from Purchaser within 30 calendar days of delivery and acceptance of proposed, installed solution.
3. WARRANTY: TWNS hereby warrants for a period of one (1) year, from first day of operation, all equipment listed in Schedule A to be free of defects in material and workmanship, unless otherwise warranted by the manufacturer. TWNS further agrees to service the complete installation for one year from first day of operation. This warranty will not include equipment which has been repaired or serviced by others, abused, altered, improperly handled, or used with equipment not installed by TWNS. Damage due to acts of God, fire, water, or riots are not covered by the warranty. WARNING: The communications system hardware and software TWNS is providing under this agreement may include phones or devices capable of operating using a protocol called Voice over IP or VOIP. While this technology has many features and benefits it also provides for unbridled mobility. This mobility allows either end user devices or core system and software to function over IP networks and potentially operate outside of the area originally installed or physical location that is NOT your address of record for local emergency authorities. As such, TWNS disclaims any express or implied warranty or representation that the software will permit or allow you access to emergency call services, such as 911/999/112 or similar emergency call services (in the applicable territory where the software is used). TWNS further disclaims any express or implied warranty or representation that, in the event such access is available, the software will relay accurately or at all, the device identification number or phone number (also known as an automatic number identification [ANI] or callback) or the location (also known as automatic location information [ALI]) you are calling from, to the appropriate emergency response center (also known as a public safety answering point [PSAP]). TWNS cannot guarantee the accurate delivery of any emergency service information and recommends that an alternate method of dialing or reaching emergency services be made available at all times.
4. TITLE & LIABILITY: Title to equipment and associated hardware shall remain with TWNS until all amounts owed TWNS hereunder are paid in full. Purchaser assumes liability for all equipment and supplies upon installation and acceptance of the services at its premises. TWNS will make its best effort for a timely installation; however, TWNS under no circumstances shall be liable for any damages due to said delays. Purchaser shall pay TWNS all costs, including reasonable attorney's fees, incurred by TWNS in enforcing the provisions of this agreement. Delinquent invoices are subject to a charge of 1.5% per month or the maximum allowed by law, whichever is less.
5. SERVICE AGREEMENT: Additional Service Agreement addendums detailed per attached Schedules B and C. This Purchase Agreement and Schedules A, B and C are collectively referred to herein as the "Agreement".
6. EXPOSED CABLE & AC OUTLET: It is hereby agreed by both parties that in existing buildings or installations, it is normal to install telephone cable that may be exposed. Should Purchaser require that cable be hidden inside walls, floors, or conduit, then it shall be the responsibility of the Purchaser to provide and install said rigid conduit and provide fish wires for pulling cable. Purchaser must provide a 110-volt AC outlet within 5 feet of main equipment.
7. SCOPE OF WORK: The parties agree that a "Scope of Work," when signed by an authorized representative of both parties, shall become an addendum to and incorporated into this Agreement.
8. NETWORK READINESS: The parties agree, unless otherwise indicated in the "Scope of Work," that the Purchaser shall be responsible for ensuring that the necessary network specifications for the Purchaser's data network are satisfied prior to TWNS's commencement of system installation. Failure to comply with this provision may result in additional service related charges.
9. EARLIEST COMPLETION DATE: Three weeks from receipt of deposit and/or credit approval. Complete installation includes all labor and associated hardware listed on Schedule A.

Purchaser TownofFountainHills

By Kenneth W. Buchanan
Printed Name Kenneth W Buchanan
Title Town Manager Date 5-2-12

TRANS-WEST TELEPHONE CO., INC. dba Trans-West Network Solutions

Sales Person Audrea Walshire
Accepted [Signature] By
Title President Date 4-23-12

For TWNS use only:

Customer Name: TownofFountainHills

WTY SPC (Y/N): Y Customer No.: 37464

SO No.: _____

- 10. APPLICABLE LAW; VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and any suit pertaining to this Agreement may be brought only in courts located in Maricopa County, Arizona.
- 11. CONFLICT OF INTEREST: This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Customer may cancel this Agreement without penalty or further obligations by the Customer or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Customer or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.
- 12. E-VERIFY REQUIREMENTS: To the extent applicable under ARIZ. REV. STAT. § 41 4401, TWNS and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). TWNS's or its subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the Customer. The Customer retains the legal right to randomly inspect the papers and records of TWNS and its subcontractors who work on the Agreement to ensure that TWNS and its subcontractors are complying with the above-mentioned warranty.
- 13. SCRUTINIZED BUSINESS OPERATIONS: Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, TWNS certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this section the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the Customer determines that TWNS submitted a false certification, the Customer may impose remedies as provided by law including terminating this Agreement.
- 14. AGREEMENT SUBJECT TO APPROPRIATION: This Agreement is subject to the provisions of ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the Customer shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Customer shall be the sole judge and authority in determining the availability of funds under this Agreement and the Customer shall keep TWNS fully informed as to the availability of funds for the Agreement. The obligation of the Customer to make any payment pursuant to this Agreement is a current expense of the Customer, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Customer. If the Customer's City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Customer and TWNS shall be relieved of any subsequent obligation under this Agreement.

Purchaser TownofFountainHills

By Kenneth W. Buchanan
 Printed Name Kenneth W Buchanan
 Title Town Manager Date 5-2-12

TRANS-WEST TELEPHONE CO., INC. dba Trans-West Network Solutions

Sales Person Audrea Walshire
 Accepted [Signature] By
 Title President Date 4-23-12

For TWNS use only:

Customer Name: TownofFountainHills
WTY SPC (Y/N): Y Customer No.: 37464
SO No.: _____

SCHEDULE A

Customer Name: Town of Fountain Hills

Equipment shall be installed at 16705 East Avenue of the Fountains, Fountain Hills, AZ 85268

IP PBX Equipment

| <u>Qty</u> | <u>Description</u> |
|-------------------------|---|
| 1 | Install Kit Small |
| 1 | 3300 Embedded Digital Trunk Module |
| 1 | Analog Services Unit (ASU) II |
| 1 | 3300 24 Port ONSP Card |
| 1 | 3300 MxIII Controller |
| 2 | Power Cord C13 10A 125V North American |
| 1 | 3300 MxIII 160G SATA HDD |
| 24 | 3300 ONS Line License (Single) |
| 1 | Tripp Lite SmartPro UPS (external) - AC 120 V - 900 Watt - 1500 VA - 8 output connector(s) - 2U |
| 1 | MCD Enterprise PBX Software |
| Each assembly includes: | |
| Qty | Description |
| 1 | 3300 Network Link License |
| 1 | 3300 XNET Networking License |
| 1 | 3300 IP Networking License |
| 1 | 3300 Advanced Voicemail Option |
| 1 | 3300 ICP Voicemail Networking Option |
| 1 | Tenant Option 3300 |
| 1 | MCD Remote Management |
| 16 | MCD Enterprise License |
| 1 | MCD Enterprise License |
| 1 | 3300 1 Mailbox License |
| 4 | Dynamic Extension Licenses |
| 1 | SWA MCD Base |
| 24 | SWA MCD ONS (Analog) |
| 66 | SWA MCD User |
| 1 | 3300 CX(i) 8G SATA SSD |
| 1 | Power Cord C13 10A 125V North American |

(Continued)

Purchaser TownofFountainHills

TRANS-WEST TELEPHONE CO., INC. dba Trans-West Network Solutions

By Kenneth W. Buchanan
Printed Name Kenneth W Buchanan
Title Town Manager Date 5-2-12

Sales Person _____ Audrea Walshire
Accepted [Signature] By _____
Title President Date 4-23-12

For TWNS use only:

Customer Name: TownofFountainHills

WTY SPC (Y/N): Y Customer No.: 37464

SO No.: _____

SCHEDULE A - CONTINUED

Customer Name: Town of Fountain Hills

Equipment shall be installed at 16705 East Avenue of the Fountains, Fountain Hills, AZ 85268

IP PBX Equipment - Continued

| <u>Qty</u> | <u>Description</u> |
|------------|--|
| 1 | 3300 CX Analog Survivable Branch Office Each assembly includes: |
| | Qty Description |
| | 1 DSP II MMC |
| | 1 3300 CX II Controller |
| | 1 MCD Enterprise Gateway Software [Pre GA] |
| 1 | 3300 1 Mailbox License |
| 1 | SWA MCD Base |

IP Phone Equipment

| <u>Qty</u> | <u>Description</u> |
|------------|---|
| 71 | 5320 IP Phone with Gigabit Stand Bundle |
| 2 | 5330 IP Phone with Gigabit Stand Bundle |
| 4 | 5340 IP Phone with Gigabit Stand Bundle |

Boardroom/Conference Room IP Conference Phone

| <u>Qty</u> | <u>Description</u> |
|------------|---|
| 2 | 5310 IP Conference Saucer - Dark Grey |
| 2 | 5310 IP Conference Module (5300 Series) |

VMS (Standalone or Embedded)

| <u>Qty</u> | <u>Description</u> |
|------------|---|
| 1 | MAS 3.0 Base Software |
| 4 | MAS NPM for MCD 10 Mailbox Licenses |
| 1 | SWA MAS Base |
| 101 | SWA MAS NPM Mailbox |
| 7 | SWA MAS AWC Audio Port |
| 7 | SWA MAS AWC Web Port |
| 1 | DL320 G6 E5502 Up To 4HDD |
| 2 | Hard drive - 160 GB - hot-swap - 3.5" - SATA-150 - 7200 rpm |
| 1 | HP Slim DVD-ROM Drive |

(Continued)

Purchaser TownofFountainHills

TRANS-WEST TELEPHONE CO., INC. dba Trans-West
Network Solutions

By Kenneth W. Buchanan

Sales Person Audrea Walshire

Printed Name Kenneth W. Buchanan

Accepted [Signature] By

Title Town Manager Date 5-2-12

Title President Date 4-23-12

For TWNS use only:

Customer Name: TownofFountainHills

WTY SPC (Y/N): Y Customer No.: 37464

SO No.: _____

SCHEDULE A - CONTINUED

Customer Name: Town of Fountain Hills

Equipment shall be installed at 16705 East Avenue of the Fountains, Fountain Hills, AZ 85268

Unified Communications

| <u>Qty</u> | <u>Description</u> |
|------------|--|
| 61 | UCC Enterprise User Promo (Qty 1) |
| 4 | UC Advanced 1 Deskphone License(Qty 1) |
| 1 | UC Advanced Console Option (Qty 1) |
| 65 | SWA UCA Deskphone |

Installation

| <u>Qty</u> | <u>Description</u> |
|------------|-----------------------|
| 76 | Professional Services |

Discounts

| <u>Qty</u> | <u>Description</u> |
|------------|-------------------------------------|
| 1 | Manufacturer Discount to be Applied |

Includes: Site/LAN assessment, database collection, programming, testing, installation, labor, training and a 5-year Five Star Warranty with 1-year Gold Seal Warranty.

Purchaser TownofFountainHills

By Kenneth W. Buchanan

Printed Name Kenneth W. Buchanan

Title Town Manager Date 5-2-12

TRANS-WEST TELEPHONE CO., INC. dba Trans-West Network Solutions

Sales Person Audrea Walshire

Accepted [Signature] By

Title President Date 4-23-12

| | |
|--------------------|--|
| For TWNS use only: | Customer Name: <u>TownofFountainHills</u> |
| | WTY SPC (Y/N): <u>Y</u> Customer No.: <u>37464</u> |
| | SO No.: |

**SCHEDULE B
FIVE STAR WARRANTY PARTNER PROGRAM**

FIVE STAR Warranty Partner Program: By accepting this option, Customer receives TRANS-WEST TELEPHONE COMPANY, INC., DBA and hereto referred to as TWNS, our Five Star Warranty Partner Program. The Five Star Warranty Partner Program is effective for five years and becomes effective upon installation of the new communications equipment.

**Terms and Conditions of Your Five Star
Warranty**

- This Warranty is an extension of the manufacturer's equipment warranty. TWNS agrees to repair or replace covered equipment purchased from us where such repair or replacement is due to a malfunction of the equipment or any part thereof. This warranty also covers any labor associated with malfunctioning parts. A malfunction is, for purposes hereof, defined as failure of a mechanical or electronic part of a covered component, or faulty workmanship of a covered component, as supplied by a manufacturer.
- The Customer's warranty claim for coverage shall in no event exceed the actual cash value of the covered equipment at the time of malfunction. The total warranty claim coverage made during the term of this Warranty shall not exceed the original cost of the covered equipment. Equipment of like kind and quality shall be used to replace any covered equipment or components at the time of any failure thereof. TWNS may elect to depreciate, on a pro-rate basis, new parts used to repair or replace any covered component(s).
- The Customer shall be responsible to pay a deductible fee to TWNS for each claim occurrence IF the Gold Seal Warranty Partner Program is not in effect at the time of the equipment loss and subsequent claim.
- This warranty does not provide for: (1) repair or replacement without proper authorization; (2) coverage for any equipment or any component parts thereof which is not purchased from TWNS; (3) coverage for any wiring used in connection with the installation of covered or any component parts thereof; (4) normal service/maintenance, additions not listed as part of the original equipment list or subsequent addendums, moving equipment, or programming changes; (5) magnetic media; (6) work performed by persons not authorized in writing by Trans-West Network Solution, such as, but not limited to, Customer employees, agents, contractors, or consultants; (7) warranty claims otherwise required hereunder where damage to the covered equipment or component is due to any deliberate acts of the Customer or any agent or employee thereof; (8) replacement batteries for covered equipment (9) peripheral equipment including but not limited to headsets, dialers, some wireless handsets, and answering machines; (10) manufacturer software and technical support agreements; (11) software or the labor to troubleshoot and resolve software issues.
- This Warranty does not provide for coverage of equipment or software damaged due to: (1) deliberate abuse thereof by any person; (2) negligence of the Customer or its agents or employees; (3) improper or negligent alteration of covered equipment or a component part thereof; (4) acts of God; (5) exposure to elements of weather; (6) electrical power surges; (7) insufficient heating/ventilating/air conditioning (HVAC) or HVAC system failure.
- In no circumstances or event shall TWNS, its officers, directors, shareholders, agents or employees be liable for indirect, special, incidental or consequential damages (including, but not limited to, lost profits), directly or indirectly arising from Customer'S inability to use the equipment either separately or in combination with any other equipment, regardless of the form of action, whether in contract, tort, strict liability or otherwise, and whether or not such damages were foreseen or unforeseen.
- The express warranties contained herein are in lieu of all other warranties, and TWNS expressly disclaims all other warranties, implied warranty of merchantability or any implied warranty of fitness for a particular purpose.

This Warranty may be transferable to a new system owner with prior approval of TRANS-WEST TELEPHONE COMPANY, INC., A Partner Program Transfer fee may be charged.

FIVE STAR WARRANTY ACCEPTED BY: Kenneth W. Buehler DATE: 5-3-12
Authorized Customer Signature

TRANS-WEST TELEPHONE COMPANY, INC.: [Signature] DATE: 4-23-12
Authorized Signature

Purchaser TownofFountainHills
 Initial KB Date 5-3-12

TRANS-WEST TELEPHONE CO., INC. dba Trans-West
 Network Solutions
 Initial [Signature] Date 4-23-12

For TWNS use only:

Customer Name: TownofFountainHills

WTY SPC (Y/N): Y Customer No.: 37464

SO No.: _____

SCHEDULE C
GOLD SEAL WARRANTY PARTNER PROGRAM

GOLD SEAL WARRANTY: The GOLD SEAL Warranty is Free for the first year. Gold Seal Warranty coverage begins on the installation date and runs concurrently with the Five Star Warranty set forth in Schedule B. The Gold Seal Warranty is renewable annually for 4 years. Included in the Gold Seal Warranty are certain guarantees and many benefits not covered by the Five Star Warranty Partner Program. The Gold Seal Warranty Partner Program is primarily a services (labor) agreement.

In order to ensure there is no loss of benefits, TWNS may automatically invoice Customer before the end of the term of the Gold Seal Warranty Partner Program. Customer has the option at that time to accept or reject the additional benefits and peace of mind that accompany the Gold Seal Warranty.

BENEFITS Include:

- Waiver of Labor Charges for Service of covered equipment
- Software issues, programming glitches, and manufacturer provided upgrades to resolve issues.
- Software Support on covered systems when manufacturer support agreements are in place.
- Remote software modifications, up to one hour per incident
- Remote technical support
- Telephone company problems, interface with long distance carriers
- Additional Customer user training and User Guides
- Replacement of defective base cords and handset cords
- Yearly back-up of PBX systems
- Free annual preventative maintenance
- Auditing of local and long distance expenses; cost-saving recommendations
- Engineering and design consultation, up to one hour per incident
- Waiver of the Five Star Warranty Partner Program deductible
- Waiver of Emergency \$100.00 Expedite Fee
- Reduced Add/Move/Change and Non-Emergency Expedite Fee of \$50.00, versus \$100.00 for non-Partner Plan Customers.
- Wiring and cabling problems (To qualify for coverage, existing cable must be previously certified by Trans-West. No outside plant cabling is covered.)

GUARANTEES Include:

- In an emergency situation, we guarantee to respond to our Customer's emergency service within our emergency service goals or we will apply \$100.00 purchase credit to their account for each hour that we fail to respond, up to a maximum of \$1,000.00.
- In a standard repair, non-emergency situation, we guarantee our Customer that we will meet our service response goals or we will apply a \$100.00 purchase credit to their account for each occurrence.

GOLD SEAL WARRANTY ACCEPTED BY: Kenneth W. Buchanan Authorized Customer Signature DATE: 5-3-12

TRANS-WEST TELEPHONE COMPANY, INC.: [Signature] Authorized Signature DATE: 4-23-12

Purchaser TownofFountainHills

TRANS-WEST TELEPHONE CO., INC. dba Trans-West Network Solutions

Initial KB Date 5-3-12

Initial [Signature] Date 4-23-12

For TWNS use only:

Customer Name: TownofFountainHills

WTY SPC (Y/N): Y Customer No.: 37464

SO No.: _____

SCHEDULE C - CONTINUED

Trans-West Telephone Co. Inc., dba and hereto referred to as TWNS hereby agrees to the following terms and conditions:

1) Maintenance: During the period that Gold Seal Warranty coverage is in effect, TWNS agrees to provide, at no cost to the Customer, 100% of the labor necessary to maintain covered equipment and software in good working order when equipment is subjected to normal use and service, required manufacturer software and technical support agreements are in place, and as long as Customer shall not be in default of any provision of this or any other agreement between the parties hereto. TWNS agrees to supply properly trained technicians to service the Customer's communication equipment and components as itemized in the Schedule A.

TWNS will respond within 2 hours of notification of an emergency service call (defined as no incoming or outgoing telephone service or primary telephone out of service), and within 24 hours for regular maintenance services (non-emergency) during the normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays). Service outside of normal business hours will be provided (at Customer's request) during the Gold Seal Warranty period at TWNS' current rates for such services, as follows:

- Overtime Rate - Per Call/Hourly Rate: TWNS will provide repair service after normal business hours, upon Customer's request. The hourly labor rate for such service is \$62.50 per hour (or current rate) for the first three hours (minimum three hour on site charge, plus a flat rate travel charge of \$60.00, or current rate). Every half hour thereafter for labor is charged at \$31.25 (or current rate) per half hour.
- On Call Rate - Per Call/Hourly Rate: TWNS will provide repair service for service contract maintenance/warranty items at Customer's request after normal business hours. Such service shall be subject to a labor charge for the difference between standard and overtime rates, \$62.50 per hour, (or current rate) for the first three hours (minimum three hour on site charge, plus a flat rate travel charge of \$60.00, or current rate). Every half hour thereafter for labor is charged at \$31.25 (or current rate) per half hour.

TWNS agrees to repair or replace equipment which has become defective through use by the Customer in a manner other than normal wear and usage, relocate or rearrange equipment, or add to or remove equipment at the expressed request of the Customer (referred to as "Customer-Caused Services"). Customer agrees to pay supplementary equipment charges, and labor charges as listed below, in accordance with Trans-West's current rates for such Customer-Caused Services:

- Hourly Rate - Per Call/Hourly Rate: TWNS will provide service during our regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Holidays). The hourly labor rate is \$125.00 per hour (or current rate) for the first hour (minimum one hour on site charge, plus a flat rate travel charge of \$60.00, or current rate). Every half hour thereafter for labor is charged at \$62.50 (or current rate) per half hour.
- Overtime Rate - Per Call/Hourly Rate: TWNS will complete Add, Move, Change orders after normal business hours, upon Customer request. The hourly labor rate is \$187.50 per hour (or current rate) for the first three hours (minimum three-hour on site charge plus a flat rate travel charge of \$60.00, or current rate). Every half hour thereafter for labor is charged at \$93.75 (or current rate) per half hour.

2) Time and Place of Maintenance Work: Maintenance work shall be performed at the location of the equipment (or at a TWNS location) and Customer shall furnish heat, light, and power at these locations. TWNS regular business hours are 8:00 a.m. to 5:00 p.m., Monday to Friday excluding holidays. Services performed due to Customer's operational requirements outside the aforesaid normal working hours will be billed in accordance with the current Partner Plan Service Overtime Rates

3) Equipment and Software Adds: During the term of this Agreement, TWNS will provide maintenance services for any add-on hardware or software that is purchased from TWNS and added to this Agreement, on the same terms and conditions as the original equipment. Additional equipment purchased and added to this warranty subsequent to the date of this agreement may be subject to a Warranty Add-On fee and approval by TWNS. This will ensure coverage for the life of the Gold Seal and Five Star Warranty Partner Program.

4) Exclusions: This Agreement does not cover the labor costs associated with the service of parts or software required due to damage caused by lightning, water, flood, storm or any other force of nature, power surge, dirty power, accident, negligence, vandalism, abuse, misuse, theft, work performed on or modifications made to equipment by other than TWNS or its authorized agent, Customer data entry, Customer's failure to maintain the environmental and/or electrical conditions for the equipment set forth in the manufacturer's specifications, any host system or peripheral equipment attached to the equipment. Any damage to or destruction of the equipment or any portion thereof occurring due to the fault, negligence or omission of the Customer shall void this Agreement and shall be the responsibility of the Customer, to be covered under Trans-West's Standard Rates.

- On-site service of residential Teleworker IP phones is not covered.
- Manufacturer Software and Technical Support Agreements may be required and are not included.

Purchaser TownofFountainHills

TRANS-WEST TELEPHONE CO., INC. dba Trans-West Network Solutions

Initial KB Date 5-2-12

Initial [Signature] Date 4-23-12

For TWNS use only:

Customer Name: TownofFountainHills

WTY SPC (Y/N): Y Customer No.: 37464

SO No.: _____

SCHEDULE C – CONTINUED

- 5) Insurance Requirements: TWNS agrees to maintain in effect Property/Liability Insurance on employees, vehicles, etc. Further, any employees are covered by appropriate workers compensation and disability insurance. TWNS is fully insured and bonded.
- 6) Customer Assistance: Customer agrees to furnish the TWNS maintenance personnel, or authorized representatives, all pertinent information related to the reported malfunction and to afford them access to the equipment as required for the performance of this agreement. Customer agrees to maintain Manufacturer Support Agreement for systems and applications covered under Partner Program or Customer will be responsible for Manufacturer's per occurrence charge.
- 7) Remote System Access: Customer agrees to provide TWNS approved remote access to the communications equipment so that the Service Level Agreements contained herein can be met, and to perform service on the covered equipment and software; including scheduled maintenance tasks, minor Adds, Moves and Changes, and for TWNS to assist Customer when they are programming. Any TWNS time required to set up a web collaboration for remote access may be billable to Customer by TWNS.
- 8) Unauthorized Maintenance: If other than TWNS authorized representatives perform any repair or maintenance service on the equipment while the equipment is under this Agreement, which in the opinion of TWNS increases the maintenance cost thereof, TWNS shall notify Customer and an equitable adjustment shall be made. If no agreement can be reached on the increased cost, TWNS, at its option, may terminate this agreement.
- 9) Limitation of Liability: TWNS shall be excused from performance of its obligations under this Agreement to the extent that it is prevented, hindered, delayed, or otherwise made impracticable by reason of acts of God, acts of government, acts of omissions of third parties, flood, storm, riot, vandalism, fire, lightning, strike, non-availability of parts, explosion, war, civil strife, or any other cause beyond the reasonable control of TWNS. Trans-West disclaims all other warranties and conditions, expressed, implied, statutory of any nature whatsoever, concerning the services and materials provided in connection with this Gold Seal Warranty. In no event shall TWNS be liable in Agreement, tort, strict liability, negligence or otherwise for any punitive, special, indirect, incidental or consequential damages for loss, damage or expense directly or indirectly arising from use of or inability to use the equipment either separately or in combination with any other equipment, or from any other cause whether or not TWNS has received notice of the possibility or certainty of such damages or losses, including but not limited to loss of profit and/or loss of use.
- 10) Toll Fraud Disclaimer/Warning: TWNS agrees to assist Customer with manufacturer theft security counter measures recommendations that may help minimize the risk of toll fraud. TWNS does not insure that toll fraud will not occur. TWNS makes no representations, claims, guarantees, or express or implied warranties that it can configure, program, or maintain this equipment in a manner so as to make it immune from fraudulent intrusions into and/or unauthorized use of the system (including its interconnection to a long distance network). Customer is hereby warned that fraudulent use of this system, including but not limited to DISA, Auto- Attendant, Voice Mail, RMATS, 800 and 900 service as well as 10XXX is possible. Customer hereby assumes all risk of such fraudulent or unauthorized use or intrusion. TWNS makes no representations, claims, guarantees, or express or implied warranties that it can maintain this equipment in a manner so as to make it immune from or prevent unlawful and/or unauthorized utilization of the equipment that may result in the invasion of one's right to privacy. TWNS hereby warns Customer that such unlawful and/or unauthorized use is possible and Customer assumes the risk of such.
- 11) Database Loss Disclaimer: TWNS disclaims any expressed or implied warranty that the Software and any enabling Firmware are technically immune from or prevent the loss of data and/or Customer's database. The Customer hereby assumes all risk associated with the loss of data.
- 12) Entire Agreement: The provisions contained in this agreement, when approved, accepted, and executed, constitutes the entire agreement between TWNS and the Customer with regard to the subject matter hereof, and any alterations or modifications hereto must be in writing, referring to this agreement, and must be executed by TWNS and Customer.
- 13) Authority to sign: The person signing this Agreement on behalf of the Customer hereby warrants that they have full and complete authority from said corporation, proprietorship, or partnership to sign this Agreement, and to obligate the corporation, proprietorship, or partnership hereunder. Said party shall be liable for all sums that may be due and owing to TWNS hereunder, including attorney's fees and costs.

Purchaser TownofFountainHills

TRANS-WEST TELEPHONE CO., INC. dba Trans-West Network Solutions

Initial SB Date 5-2-12

Initial [Signature] Date 4-23-12