



MASTER SALES AGREEMENT

THIS MASTER SALES AGREEMENT ("Agreement") is made this day of October 29, 2014, ("Effective Date") by and between Altura Communication Solutions, LLC, a Delaware limited liability company ("Altura"), and City of Peoria , a Local Municipal Government ("Customer"). The parties agree as follows:

1. **PRODUCTS AND SERVICES.** This Agreement governs all orders, agreements and transactions between Altura and Customer including, without limitation, Altura-provided (a) telecommunications and other equipment, materials, software and other goods (collectively, "Products") and (b) installation services, implementation services, warranty services, support and other related services (collectively, "Services").

2. **AGREEMENT.** This Agreement incorporates:

- the General Terms and Conditions attached hereto;
- the order form (the "Order Form") in the form attached to this Agreement as **Exhibit A**;
- the General Conditions of Support Services in the form attached to this Agreement as **Exhibit B**; and
- any additional Exhibits, Schedules, Addenda and/or Scopes of Work executed by the parties and/or attached hereto (collectively, "Related Documentation").

If indicated below, this Agreement also incorporates the following:

- Installation provided by Altura: **Exhibit C – General Conditions of Installation Services**
- Other: Support

3. **NOTICES.** Notices shall be in writing and shall be sent to the following addresses:

If to Altura: Altura Communication Solutions, LLC
 1335 S. Acacia Ave.
 Fullerton, CA 92831
 Attention: Contract Administration
ContractAdministration@alturacs.com
 Ph: 1-800-654-0715
 Facsimile No.: (714) 948-8630

If to Customer: City of Peoria
 542 SW Adams Street
 Peoria, IL 61602
 Attention: Brian Kurylak
bkurylak@peoriagov.org
 Facsimile No.: 309-494-8116

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. This Agreement shall not constitute a binding contract unless and until executed by an authorized representative of Altura.

ALTURA COMMUNICATION SOLUTIONS, LLC	CUSTOMER: CITY OF PEORIA
BY:	BY:
NAME: Linda Pittman	NAME: Sam Rivera
TITLE: CONTRACT ADMINISTRATION	TITLE: CIO
DATE: 10/30/2014	DATE: 10-30-14



GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions govern the Agreement between Altura and Customer for the purchase and/or license of Products and Services:

1. PRICE AND PAYMENT TERMS.

(a) **Purchase Price; Payment.** The total purchase price of the Products and Services (the "Purchase Price") is set forth on the Order Form. In addition to the Purchase Price, Customer agrees to pay all shipping, handling, rigging and other destination charges relating to the shipment and delivery of the Products to the location specified on the applicable order. Unless otherwise indicated in the Order Form or other Related Documentation, Customer shall pay the Purchase Price and all related taxes and other charges as follows: (i) 30% upon execution of this Agreement, and (ii) (A) if Altura is not providing installation services, 70% on the date of Delivery, or (B) if Altura is providing installation services, 60% on the date of Delivery, and 10% on the date of Cutover (as defined below).

(b) **Lease.** Customer may choose to lease certain Products through Altura or a third party leasing company. Customer shall notify Altura of its intent to lease Products and the lease of any Products hereunder shall be subject to Altura's prior written consent thereto. Altura shall reasonably cooperate with Customer in arranging for such lease; however, Altura shall have no liability if such lease is not obtained, nor shall Altura have any liability under the lease.

(c) **Taxes.** Customer agrees to pay all applicable taxes levied upon the sale, transfer of ownership, installation, license or use of Products or Services unless Customer provides a tax exemption or resale certificate for the applicable jurisdiction(s). If taxes are not invoiced or collected, and it is later determined that taxes apply, Customer agrees to pay such taxes, together with any interest or penalties.

(d) **Other Payment Terms.** Past due amounts shall bear interest at the lower of 1.5% per month or the maximum permitted by law. Customer agrees to reimburse Altura for reasonable attorneys' fees and any other costs associated with collection of past due amounts. "Delivery" is defined as verified on-site delivery of the main processor at Customer's site(s) ("Site(s)"). "Cutover" occurs when Products are connected to the network, activated and functioning to provide Services in accordance with the terms and conditions of this Agreement and other Related Documentation, excepting minor variances in performance that do not materially impair Services. All stated dates for Delivery, installation and Cutover are approximate and Altura shall not be liable for any loss, damage or expense arising from delays in Delivery, installation or Cutover. Customer shall not be relieved of its payment obligations due to the failure of a lessor or any third party to make timely payments.

2. RISK OF LOSS, TITLE AND SECURITY INTEREST.

(a) **Risk of Loss.** Customer assumes the risk of loss with respect to each Product at the time such Product is delivered to the Site(s).

(b) **Transfer of Title.** Title to Products (excluding software which shall remain the property of the applicable third party licensors) shall pass to Customer upon payment in full of the Purchase Price plus any and all taxes and charges. Title to all parts used to repair Products shall remain in Altura until installed and paid for by Customer and all parts removed and/or replaced in providing Services shall become the property of Altura.

(c) **Security Interest.** Customer grants Altura a security interest in the Products to the extent of any unpaid balance of the Purchase Price, taxes and other charges. Customer agrees to execute such documents as Altura may reasonably require to perfect its security interest in the Products. Until title passes to Customer, Customer will not create, assume or suffer to exist any security interest, lien or encumbrance upon the Products nor will Customer sell, lease dispose of or remove the Products from the Site(s).

3. CHANGES, CLAIMS, RETURNS AND CANCELLATIONS.

(a) **Changes.** Upon Customer's written request and Altura's acceptance, Altura shall perform moves, adds, changes, or deletions to Products ("Modifications") pursuant to an executed Sales Change Notice ("SCN") before Cutover, or a Moves, Adds or Changes Order ("MAC") after Cutover. All executed SCNs and/or MAC's shall be deemed incorporated into this Agreement. Customer acknowledges that such changes will result in added charges which shall be paid by Customer promptly upon receipt of an invoice therefor. Cumulative delays requested by Customer of more than twenty (20) days may result in increased labor, material, storage or other carrying costs which shall be paid by Customer promptly upon receipt of an invoice therefor.

(b) **Claims.** Altura will not consider and/or accept Customer claims of shortages, discrepancies or damage to Products not installed by Altura unless Customer notifies Altura of such claims in writing within fourteen (14) calendar days of Delivery.

(c) **Returns.** Altura will only accept returns of Products which are accompanied by a Return Merchandise Authorization ("RMA") number from Altura, are in their original packaging, and are in the same condition as delivered. Altura shall charge a restocking fee of 15% of the price of the Product for Product returns unless the Product is defective, delivered in error, or delivered pursuant to an SCN issued by Altura. The parties agree that Altura may reject any return or exchange request that does not strictly comply with Altura's return procedures.

(d) **Cancellations.** Except as set forth in Section 4, if Customer cancels an order for Products in whole or in part, Customer shall pay Altura (i) all reasonable costs and expenses for the Products, material and labor incurred in connection with the work performed by Altura with respect to an order, and (ii) as liquidated damages and as a reasonable estimate of Altura's lost profits, and not as a penalty, 20% of the Purchase Price.

4. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES.

(a) ALTURA AND ITS AFFILIATES AND SUBCONTRACTORS, (AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS OF ALL OF THEM) SHALL NOT BE LIABLE FOR: (i) INDIRECT OR INCIDENTAL DAMAGES, (ii) SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, LOSS OF GOODWILL, LOST, CORRUPTED, MISDIRECTED OR MISAPPROPRIATED DATA OR MESSAGES, DAMAGES OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF OR INTRUSION OF THE PRODUCTS, FAILURE OR INTERRUPTION OF SOFTWARE OR CHARGES FOR COMMON CARRIER TELECOMMUNICATION SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO PRODUCTS (TOLL FRAUD); OR (iii) USE OF THE PRODUCTS IN CONJUNCTION WITH LIFE SUPPORT DEVICES, MEDICAL DEVICES, NATIONAL DEFENSE, PUBLIC TRANSPORTATION, AVIATION, OR OTHER CRITICAL USES WHICH MAY SUBJECT THE PUBLIC TO HARM. ALTURA SHALL NOT BE LIABLE FOR THE TYPES OF DAMAGES ENUMERATED IN THE FOREGOING SENTENCE WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, IN TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ALTURA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY.

(b) THE LIABILITY OF EITHER PARTY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE AGGREGATE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM; PROVIDED THAT THE FOREGOING SHALL NOT APPLY TO BODILY INJURY OR DEATH TO ANY PERSON FOR WHICH THE NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY WAS THE PROXIMATE CAUSE IN WHICH CASE A PARTY'S LIABILITY SHALL BE LIMITED TO THE PROVEN ACTUAL PROPORTIONAL DAMAGES OF THE PARTY.

(c) EXCEPT AS SET FORTH IN THIS SECTION 4, CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY DAMAGES ARISING FROM THE PRODUCTS OR THE PERFORMANCE OR NONPERFORMANCE OF ANY WORK OR SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE: (A) FOR FAILURE OF PRODUCTS DURING THE WARRANTY PERIOD, THE WARRANTY(IES) OF THE THIRD PARTY SUPPLIER OF SUCH PRODUCTS AS SET FORTH IN SECTION 6; (B) FOR ALTURA'S FAILURE TO PERFORM ANY MATERIAL TERM OF THE AGREEMENT OTHER THAN IN CONNECTION WITH SERVICES, CUSTOMER'S SOLE REMEDY SHALL BE TO CANCEL THE AGREEMENT WITHOUT INCURRING CANCELLATION CHARGES IF ALTURA FAILS TO CORRECT SUCH FAILURES WITHIN THIRTY (30) DAYS OF RECEIPT OF CUSTOMER'S WRITTEN NOTICE; AND (C) FOR NON-PERFORMANCE OF SERVICES BY ALTURA INCLUDING INSTALLATION AND SUPPORT SERVICES, CUSTOMER'S SOLE REMEDY(IES) SHALL BE AS SET FORTH IN THE APPLICABLE EXHIBIT OR OTHER RELATED DOCUMENTATION.

(d) ALTURA SHALL NOT BE RESPONSIBLE FOR FAILURE TO PROVIDE SERVICE HEREUNDER (i) AT LOCATIONS DEEMED HAZARDOUS TO THE HEALTH OR SAFETY OF ALTURA'S EMPLOYEES OR AGENTS, OR (ii) WHERE SUCH FAILURE RESULTS FROM CAUSES BEYOND THE REASONABLE CONTROL OF ALTURA, INCLUDING, BUT NOT LIMITED TO EVENTS OF FORCE MAJEURE AS SET FORTH HEREIN AND ACTS OR OMISSIONS OF CUSTOMER, ITS SUBCONTRACTORS OR SUPPLIERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALTURA AND ITS AGENTS SHALL HAVE NO LIABILITY FOR DAMAGES ARISING FROM ACTIONS CAUSED BY ANYONE NOT AUTHORIZED BY ALTURA OR UNAUTHORIZED USE OF CUSTOMER'S SYSTEM BY PERSONS OTHER THAN EMPLOYEES OF ALTURA OR ITS AGENTS.

5. **SOFTWARE LICENSE.** Customer acknowledges that all software provided hereunder is the proprietary intellectual property of one or more third party suppliers. Customer may install and use such software in accordance with the terms and conditions of the license(s) of such third party suppliers including, without limitation, any "shrinkwrap" or "clickwrap" license accompanying the software. Altura agrees to provide the text of such license(s) upon Customer's request. For Avaya's proprietary software and third party proprietary software provided by Avaya, Customer agrees to comply with and be bound by the Avaya Software License Terms attached hereto and incorporated herein by reference.

6. **WARRANTIES.**

(a) **Products.** All warranties on Products are provided by third party suppliers in the forms accompanying the Product or otherwise provided by Altura to Customer upon Customer's request. ALTURA HEREBY PASSES THROUGH TO CUSTOMER THE BENEFITS OF THE WARRANTY(IES) OF THE THIRD PARTY SUPPLIERS OF THE APPLICABLE PRODUCTS. WITH RESPECT TO THE PRODUCTS, ALTURA MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE WARRANTIES AND WARRANTY SUPPORT OF THIRD PARTY SUPPLIERS HEREUNDER ARE SUBJECT TO OBSERVANCE BY CUSTOMER OF THE TERMS OF THE LICENSES, LICENSE AGREEMENTS AND SUPPORT POLICIES OF THE THIRD PARTY SUPPLIERS OF THE PRODUCTS. SOME PRODUCTS REQUIRE THIRD PARTY SUPPLIER HARDWARE AND SOFTWARE SUPPORT AGREEMENTS, AND CUSTOMER AGREES TO MAINTAIN THIS COVERAGE IN ORDER TO OBTAIN AND FACILITATE WARRANTY SUPPORT FROM ALTURA AND/OR A THIRD PARTY SUPPLIER.

(b) **Services.** If Customer has elected to have Altura provide Support Services in accordance with Exhibit B and/or Installation Services in accordance with Exhibit C, the warranty in connection with such services shall be set forth on such Exhibit or otherwise provided by Altura to Customer upon Customer's request.

7. **SUPPORT SERVICES.** Support Services shall be provided in accordance with Exhibit B and the Related Documentation. In order to receive support in connection with certain Products including warranty support as well as access to software patches and updates, certain third party suppliers of Products require that Customer have active support coverage in place as described in Exhibit B and further described in additional documentation provided to Customer by Altura.

8. **CONFIDENTIAL INFORMATION.** The parties agree: (i) not to disclose the Confidential Information (as defined below) of the other party, its agents and licensors, to third parties (excluding a party's agents or representatives); (ii) not to use the Confidential Information except in furtherance of the purposes of this Agreement; (iii) that the Confidential Information of a party is and shall remain the property of the disclosing party; and (iv) to return or destroy, at the request of the disclosing party, the other party's Confidential Information upon termination of this Agreement. Confidential Information includes information in any form regarding the business or operations of a party including, without limitation, technical information, pricing, discounts and the terms of this Agreement; provided, however that Confidential Information shall not include information that: (A) is or subsequently becomes publicly available without the receiving party's breach of any obligation owed to the disclosing party; (B) became known to the receiving party prior to the disclosing party's disclosure of such information to the receiving party; (C) became known to the receiving party from a source other than the disclosing party and other than by the breach of an obligation of confidentiality owed to the disclosing party; (D) is independently developed by the receiving party; or (E) is required to be disclosed by court order or other lawful government action, but only to the extent so ordered, and provided that the receiving party promptly notifies the disclosing party of the pending disclosure in writing so that the disclosing party may attempt to obtain a protective order. In the event of a potential disclosure in the case of subsection (E) above, the receiving party will provide reasonable assistance to the disclosing party where the disclosing party attempts to obtain a protective order. The confidentiality obligations of each party will survive expiration or termination of this Agreement. Notwithstanding the foregoing and Section 13(j) hereof, if the parties have executed a Non-Disclosure Agreement, the terms of such agreement shall supersede this Section.

9. **FORCE MAJEURE.** Either party's non-performance or delay shall be excused to the extent such non-performance or delay is the result of events beyond such party's reasonable control, including but not limited to, acts of God, power failures, surges or fluctuations, malfunction of external trunk or cable lines, labor disputes, shortages of supplies, riots, war, fire, epidemics, government requirement or inability to secure transportation facilities.

10. **GOVERNING LAW AND DISPUTE RESOLUTION.**

(a) **Governing Law.** This Agreement shall be governed by the laws of the State of California without regard to the conflict of laws principles thereof.

(b) **Dispute Resolution.** In the event of a dispute arising out of this Agreement, the parties agree to negotiate in good faith to discuss and attempt to resolve the issues which are the subject of the dispute. If such discussions fail to resolve the dispute, subject to subsection (c) below, all disputes will be finally resolved by binding arbitration pursuant to the Commercial Rules of the American Arbitration Association ("AAA"). The proceedings will be conducted in Orange County, California, before a single arbitrator selected pursuant to such rules. The arbitrator so appointed will have the authority to determine issues of arbitrability and to consider and rule on dispositive motions. The arbitrator will have authority to award compensatory damages only and will not award punitive or exemplary damages. The arbitrator will not have the authority to limit, expand or otherwise modify the terms of this Agreement. The non-prevailing party in any dispute will be liable for the prevailing party's costs and expenses of enforcing this Agreement, including reasonable attorneys' fees and costs of collection. The parties, their representatives, other participants and the arbitrator will hold the existence, content and result of the arbitration in confidence.

(c) **Injunctive Relief.** Nothing in this Section will be construed to preclude either party from seeking provisional remedies, including but not limited to temporary restraining orders and preliminary injunctions from any court of competent jurisdiction in order to protect its rights pending arbitration.

(d) **Time Limit.** Actions on disputes between the parties must be brought in accordance with this Section within two years after the cause of action arises unless otherwise required by applicable law.

11. **INDEMNIFICATION.** Each party shall indemnify and hold harmless the other party and its directors, officers, employees and agents from and against any and all claims, losses, damages, liens, attorneys' fees, expenses and/or liabilities arising out of or in connection with any third party claim alleging bodily injury including

death, or damage to tangible property to the extent such injury or damage is caused by the gross negligence or willful misconduct of the indemnifying party provided that such claim is promptly reported in writing and reasonable assistance is provided. The indemnifying party may, at its election, defend and control any such suit or proceeding.

12. **DEFAULT.** Either party shall be entitled to seek adequate assurance of performance and thereafter terminate this Agreement and/or any outstanding Order Form and pursue its remedies in law or equity, except as otherwise limited by this Agreement, in the event that: (i) the other party fails to make any payment when due and fails to cure such nonpayment within ten (10) days of written notice; (ii) the other party commits a material breach of this Agreement (other than a payment breach) and fails to cure such breach within thirty (30) days of written notice describing the breach; (iii) if Customer refuses to permit Altura to perform its obligations under this Agreement, or purports to terminate or cancel this Agreement or any Order Form; (iv) a party files bankruptcy or fails to discharge an involuntary petition within sixty (60) days; or (v) a party ceases doing business or commences dissolution or liquidation. The aggrieved party may suspend performance of its obligations during the cure period for any breach described above. Upon termination of this Agreement resulting from Customer's failure to pay and/or material breach, Altura shall have the right to accelerate all amounts payable or to become payable hereunder, and Customer shall pay Altura such accelerated amount within ten (10) days of written notice and/or termination.

13. **MISCELLANEOUS.** (a) **Subcontractors.** Altura may subcontract any or all of the obligations to be performed by it under this Agreement but will retain responsibility for the work. (b) **Assignment.** Customer shall not assign this Agreement or any part hereof without Altura's prior written consent. Any assignment of any rights, duties or obligations under this Agreement without Altura's consent will be deemed null and void. (c) **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. (d) **Waiver.** Waiver by either party of any default will not operate as a waiver of any subsequent default. The failure of either party to assert any of its rights under this Agreement will not be deemed to constitute a waiver by that party of its right thereafter to enforce each and every provision of this Agreement in accordance with its terms. (e) **Severability.** If any court finds any provision of this Agreement to be void, unlawful or unenforceable under any applicable statute or other controlling law, the remainder of this Agreement shall continue in full force and effect. (f) **Credit Approval.** Customer will provide Altura with credit information as requested, and Altura's obligations under this Agreement are subject to such credit approval. (g) **Counterparts; Copies.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute but one agreement. Copies of this Agreement, including facsimile copies, may be used in lieu of the originals for all purposes. (h) **Non-Solicitation.** Neither Customer nor its affiliates shall hire, employ or solicit with an offer to hire or employ any employees or agents of Altura, during the term of this Agreement and for one (1) year after termination hereof. (i) **Independent Contractor.** Altura and Customer are independent contractors with respect to all rights and obligations under this Agreement. (j) **Entire Agreement.** This Agreement together with all Related Documentation represents the entire agreement between the parties regarding the subject matter hereof and supersedes all prior written and oral representations. (k) **Amendments.** No amendment to this Agreement or the Related Documentation shall be effective unless it is in writing and signed by the parties. No usage of trade or course of dealing by or between the parties shall be deemed to constitute any modification or amendment of the terms of this Agreement or the Related Documentation. (l) **Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of receipt), (ii) when sent by facsimile (with written confirmation of transmission), (iii) one business day following the day sent by overnight courier (with written confirmation of receipt), or (iv) three business days following the day sent by registered or certified mail, postage prepaid. A party may change its address by giving notice in writing to the other party. (m) **Conflicting Terms.** Other terms and conditions set forth in a Customer purchase order, request or other correspondence that conflict with the terms and conditions set forth herein are void and of no effect unless Altura expressly agrees to such conflicting terms and conditions in writing, signed by an authorized officer of Altura. (n) **Document Precedence.** In the event of any conflict between this Agreement, any Order Form, or other Related Documentation, unless otherwise indicated therein, with respect to each order, the order of precedence shall be (i) the Order Form, Exhibits and Schedules, (ii) the Scope of Work and (iii) this Agreement.

EXHIBIT B

GENERAL CONDITIONS OF SUPPORT SERVICES

1. SUPPORT SERVICES.

(a) **Provision of Support Services.** Altura agrees to perform support Services ("Support Services") with respect to the Products at the Site(s) in accordance with the terms and conditions of this Exhibit, the Agreement and other Related Documentation. If applicable, this Exhibit also consists of one or more of the following Schedules:

Schedule B: Support Services Pricing for selected Products

Other: _____

(b) **Term.** The applicable term for Support Services on Products including the commencement, billing and renewal of support may vary by Product and third party supplier as described in this Exhibit and the Related Documentation. By agreeing to purchase the Support Services, licenses and associated software and other support hereunder, Customer agrees to make payments on such support based on the term commitments specified in such documentation. Except as otherwise indicated in the Agreement and Related Documentation, (i) the term of Support Services will automatically renew for an additional period equal to the initial term of Support Services unless Customer provides written notice of non-renewal at least 90 days prior to the end of the then-current term; and (ii) the term of Support Services may not be cancelled.

(c) **Fee.** After the applicable initial term for Support Services, Altura may adjust charges for Support Services upon ten (10) days prior written notice, provided such adjustment does not exceed the greater of the cumulative increase in the Consumer Price Index through such date and Altura's then standard rates for servicing similar Products. Payment for Support Services shall be due and payable in advance, no later than the commencement of the first billing cycle and prior to commencement of each billing cycle thereafter.

(d) **Monitoring.** Altura may electronically monitor Products for the following purposes: (i) remote diagnostics and corrective actions; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) when providing other Support Services and to assess Customer needs for additional products or Support Services; and (v) as otherwise provided in the Related Documentation.

(e) **Error Correction.** Some Support Services options may include correction of Errors. An "Error" means a failure of a Product to conform in all material respects to the manufacturer's specifications that were currently applicable when the Product was purchased or licensed.

(f) **Help Desk Support.** Where the selected Support Services option includes help desk support, Altura will provide it in accordance with the coverage option (service hours, target response intervals, etc.) that Customer has selected.

(g) **End of Support.** Periodically, Altura or a third party manufacturer may declare "end of life," "end of service," "end of support," "manufacture discontinue" or similar designation ("End of Support") for certain Products. For Products subject to End of Support, Altura will continue to provide the support described in the Related Documentation, except for the End of Support exceptions listed therein ("Extended Support"). If the Related Documentation does not include Extended Support information, Altura will endeavor to make available the description of Extended Support (if available) for the Products concerned at the same time as the End of Support notification. For Products not subject to Extended Support, if Support Services are discontinued for a Product, the Product will be removed from the order and rates will be adjusted accordingly.

(h) **Replacement Hardware.** Replacement hardware provided as part of Support Services may be new, factory reconditioned, refurbished, remanufactured or functionally equivalent. It will be furnished only on an exchange basis. Returned hardware that has been replaced by Altura, will become Altura's property. Title to Altura-installed replacement hardware provided as part of Support Services will pass to Customer when installed. Title to all other non-Altura-installed replacement hardware provided as part of Support Services will pass to Customer when it arrives at the Site.

(i) **Added Products.** If Customer acquires additional products of the same type and manufacturer(s) as the existing Products and locates them with existing Products at a Site, they will be considered "Added Products", and will be added to the order automatically for the remainder of the term. Added Products purchased from a party other than

Altura, the manufacturer or an authorized reseller are subject to certification by Altura at Altura's then-current rates. If Added Products fail certification, Altura may choose not to add them to the Products.

(j) General Limitations. Unless the Related Documentation provides otherwise, Support Services with respect to software will be provided only for the unaltered current Release of the software and the prior Release. For purposes hereof, "Release" means a major release made available by the manufacturer for a fee which could require additional hardware to support. The following items are included in the Support Services only if the Related Documentation specifically includes them: (i) support of user-defined applications; (ii) support of Products that have been modified by a party other than Altura (except for installation of standard, self-installed updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Products; (vi) correction of Errors arising from causes external to the Products (such as power failures or surges, lightning strikes, earthquakes or other acts of God); and (vii) Support Services for Products that have been misused, used in breach of their license restrictions, improperly installed or configured or that have had their serial numbers altered, defaced or deleted.

(k) Altura reserves the right to cancel Support Services for a system and accelerate payment of all Support Services fees due or to become due under the term if Customer installs or has installed gray market products or performs or permits a third party to perform modifications without the prior written approval of Altura.

2. CUSTOMER'S RESPONSIBILITIES.

(a) General. Customer agrees (i) to cooperate with Altura in providing the Products and Support Services and give Altura reasonable access to the Site(s) for pre-installation site surveys, installation of Products and provision of Support Services at the Site(s), as applicable; (ii) that the Site(s) will be a suitable environment for the Products, and will include a space for installation of the Products, to be made available prior to delivery thereof; (iii) to provide at its own expense all supplemental equipment and environmental services required for the installation and support of the Products, including, but not limited to, air conditioning and commercial electrical power, wiring and outlets and all equipment and software necessary to effectuate an interface between Customer-provided equipment and Altura provided Products and all appropriate access thereto including, without limitation, any third party consents necessary therefor; (iv) to ensure that its networks and systems are adequately secured against unauthorized intrusion; (v) to back up and store the software, data and files associated with the Products on an ongoing basis and have this information readily available for Altura as required for rendering the Support Services; (vi) to permit Altura to access the Products remotely by installing and maintaining a dedicated outside central office telephone line connected to the Products and providing telephone numbers, network addresses and passwords necessary for remote access; (vii) to maintain the Products in a clean, ventilated room and to maintain the temperature and humidity within the manufacturer's specified operating ranges; (viii) to provide a lockable door to the equipment room; (ix) to limit access to the equipment room to authorized personnel only; (x) to provide first level fault isolation and, if possible, resolution; and (xi) to operate the Products strictly in the manner prescribed by Altura and to not move, alter or permit the alteration of any of the Products including, without limitation, software without the prior written consent of Altura. Customer agrees to pay Altura at its then-current time and materials rate for any expenses related to delays resulting from conditions at the Site(s) which preclude or delay Altura's performance.

(b) Customer Representations and Warranties. Customer represents and warrants that (i) the Site(s) shall be in compliance with all applicable federal, state and local laws, rules and regulations; (ii) the Site(s) shall be safe and shall not contain, present or expose Altura technicians to hazardous materials or substances ("Hazards"); (iii) Customer is either the owner of, or is authorized to access and use, the Site(s); and (iv) Altura, its suppliers and subcontractors are authorized to enter onto the Site(s) to the extent necessary to provide the Support Services in a timely manner. Customer agrees to promptly notify Altura in writing if Customer becomes aware of Hazards on the Site(s) while the Agreement is in effect. Altura assumes no liability for any conditions or Hazards existing on the Site(s). Upon breach of the foregoing, Altura may, in its sole discretion, terminate the Agreement with respect to such Site(s) without liability.

(c) Upgrades. If Customer requests an upgrade to an existing system not maintained by Altura under a current agreement, Altura may require, at Customer's expense, that the existing system be brought into compliance with the manufacturer's specifications before installing the upgrade. Altura will invoice Customer at its then-current time and materials rate, and Customer agrees to pay Altura, to inspect the existing system and, upon Customer's request, bring the system into compliance with the manufacturer's specifications.

(d) Vendor Management. Where Altura is to instruct or request products or services on Customer's behalf from third party vendors under Customer's supply contracts with the third party vendors ("Vendor Management"), Customer will provide Altura upon request a letter of agency or similar document, in form reasonably satisfactory to Altura, permitting Altura to perform the Vendor Management. Where the third party vendor's consent is required for Altura to be able to perform Vendor Management in a timely manner, Customer will obtain the written consent of the vendor and provide Altura a copy of it upon request.

(e) Third Party Hosting. In the event one or more network address(es) to be monitored by Altura are associated with systems owned, managed, and/or hosted by a third party service provider ("Host"), Customer will: (i) notify Altura of the Host prior to commencement of the Support Services; (ii) obtain the Host's advance written consent for Altura to perform the Support Services on the Host's computer systems and provide Altura with a copy of the consent upon request; and (iii) facilitate necessary communications between Altura and the Host in connection with the Support Services.

(f) Access to Personal Data. From time to time, Customer may require Altura to access a Product or system containing employee, customer or other individual's personal data (collectively, "Personal Data"). Where Customer instructs Altura to access any Personal Data, or to provide Customer or a third party identified by Customer with access, Customer will (i) notify all relevant employees and other individuals of the fact that Altura will have access to such personal data in accordance with Customer's instructions and (ii) indemnify Altura and its officers, directors, employees, subcontractors and affiliates against, and hold each of them harmless from, any and all liabilities, costs, damages, judgments and expenses (including reasonable attorney's fees and costs) arising out of Altura accessing or providing access in accordance with Customer's instructions.

3. WARRANTY AND LIMITATIONS.

(a) Support Services. Altura warrants to Customer that Support Services will be performed in a professional and workmanlike manner by qualified personnel and in accordance with applicable Product manufacturer's requirements and standards.

(b) Level of Service. Subject to the terms of this Agreement, during the applicable term, Altura shall maintain the Products in good operating condition in accordance with generally accepted telephone industry standards. Altura shall provide Customer with the standard services set forth in subsection (c) of this Section 3 ("Standard Services") at no additional charge to Customer. In addition, Customer may select additional Support Services coverage as set forth in Schedule B-1. Altura agrees to provide, and Customer agrees to pay, for such Support Services in accordance with the attached Schedule B-Support Services Pricing and any other applicable documentation.

(c) Standard Services. For Products at a Site that are entirely out-of-service with no acceptable work-around and which result in a loss of service affecting more than twenty-five percent (25%) of all users at a Site, Altura will endeavor to respond to service requests remotely or on-site, in Altura's sole discretion, within four (4) business hours of receipt of notice from Customer during Normal Working Hours (as defined below) but including Altura Observed Holidays (as defined below). All other Product malfunctions shall be deemed as non-emergency. Altura will endeavor to respond to non-emergency service requests within one (1) business day of receipt of notice from Customer, except when such request is made on or the day before a weekend day or an Altura Observed Holiday, in which case Altura will endeavor to respond by the next business day. At Customer's request, Altura will use commercially reasonable efforts to perform emergency and non-emergency services outside Normal Working Hours subject to manpower availability at Altura's then-current rates. In performing the Support Services, provided that the malfunction can be reproduced or verified, Altura will, at its option and expense, repair the Products at the Site(s), or accept return of Product components for repair or replacement. Repair and replacement parts may be new or reconditioned to be the functional equivalent of new. For purposes hereof, (x) "Normal Working Hours" means between 8 a.m. and 5 p.m. local time, Monday through Friday excluding Altura Observed Holidays; and (y) "Altura Observed Holidays" means New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas and New Year's Eve Day, and shall not be considered business days. Customer agrees to execute Altura's form of documentation for all Support Services provided hereunder.

(d) Exclusive Remedies. (i) IF THE SUPPORT SERVICES HAVE NOT BEEN PERFORMED IN ACCORDANCE WITH THE FOREGOING AND CUSTOMER NOTIFIES ALTURA IN WRITING IN REASONABLE DETAIL WITHIN THIRTY (30) DAYS AFTER THE PERFORMANCE OF THE SUPPORT SERVICES, THEN ALTURA WILL, AT ITS OPTION, RE-PERFORM THE SUPPORT SERVICES AND

CORRECT THE DEFICIENCIES OR PAY TO CUSTOMER A PRORATED REFUND BASED ON THE ORIGINAL CHARGE FOR THE DEFICIENT SUPPORT SERVICES. THIS REMEDY WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND WILL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST ALTURA WITH RESPECT TO THE NON-PERFORMANCE OF SUPPORT SERVICES. (ii) ALTURA SHALL BE LIABLE FOR ANY PHYSICAL DAMAGE IT CAUSES TO THE PRODUCTS; PROVIDED THAT SUCH LIABILITY SHALL BE LIMITED TO ALTURA'S REPAIR OF THE PRODUCTS, OR IF THE PRODUCTS CANNOT BE REPAIRED, REPLACEMENT WITH COMPARABLE PRODUCTS.

(e) Insurance Coverage. Altura agrees to maintain liability insurance and will provide proof thereof upon request.

(f) Exclusions and Disclaimers. The warranties do not extend to any damages, malfunctions or non-conformities caused by: (i) Customer's use of Products in violation of this Agreement, the licenses granted hereunder or in a manner inconsistent with the applicable operating and maintenance instructions and specifications made available with the Products (the "Operating Documentation"); (ii) use of non-Altura furnished equipment, software, or facilities with Products including, without limitation, malfunctions of third party equipment including batteries and auxiliary equipment and equipment owned by the public telephone network; (iii) Customer's failure to promptly advise Altura of a malfunction which delay exacerbates the malfunction; (iv) Customer's failure to permit Altura timely access, remote or otherwise, to Products; (v) Customer's failure to implement all new Updates (as defined below) to software provided under this Agreement ("Update" means a minor update available from the manufacturer at no charge); (vi) Products that have had their original manufacturer's serial numbers altered, defaced or deleted; (vii) Products that have been serviced or modified by a party, other than Altura or a third party authorized by Altura; (viii) Customer's or third party's mishandling, abuse, misuse, negligence or damage of Products; and (ix) failures or changes required by the local exchange company interexchange carrier, the power company or transmission providers. Subject to Section 1(f) hereof, the warranties do not include repairs and replacement of third party personal computers and application processor hardware and software including, without limitation, hardware and software discontinued by the manufacturer. EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION OR OTHERWISE PROVIDED IN ANY OTHER RELATED DOCUMENTATION PERTAINING TO OTHER SUPPORT SERVICES, NEITHER ALTURA NOR ITS SUBCONTRACTORS, LICENSORS OR SUPPLIERS MAKES ANY REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY SUPPORT SERVICES OR OTHERWISE RELATED TO THIS AGREEMENT. ALTURA DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF PRODUCTS OR THAT THE PRODUCTS AND SUPPORT SERVICES WILL PREVENT TOLL FRAUD. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALTURA DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

EXHIBIT C

GENERAL CONDITIONS OF INSTALLATION SERVICES

If Customer has selected Altura as the provider of Installation Services as indicated in Section 2 of the Master Sales Agreement between Altura and Customer, the following terms and conditions shall apply:

1. **INSTALLATION SERVICES.** Altura agrees to perform installation Services (“Installation Services”) with respect to the Products at the Site(s) in accordance with the terms and conditions of this Exhibit, the Agreement and other Related Documentation.

2. **CUTOVER.** Products installed by Altura will be deemed accepted by Customer upon Cutover. Upon Altura’s request, Customer will, upon Cutover, promptly execute an In-Service Certificate. If Products are installed in phases, Altura may request a separate written In-Service Certificate for each phase. If Customer has entered into a lease and Cutover has occurred, upon request by Altura and/or a lessor, Customer shall execute a Delivery and Acceptance Notice (“D&A Notice”). If Customer fails and/or refuses to execute a D&A Notice, notwithstanding anything to the contrary set forth herein or in the lease, Customer shall be liable to Altura for the full Purchase Price which shall be due and payable immediately.

3. **CUSTOMER’S RESPONSIBILITIES.**

(a) **General.** Customer agrees (i) to cooperate with Altura in providing the Products and Installation Services and give Altura reasonable access to the Site(s) for pre-installation site surveys, installation of Products and provision of Installation Services at the Site(s), as applicable; (ii) that the Site(s) will be a suitable environment for the Products, and will include a space for installation of the Products, to be made available prior to delivery thereof; (iii) to provide at its own expense all supplemental equipment and environmental services required for the installation and support of the Products, including, but not limited to, air conditioning and commercial electrical power, wiring and outlets and all equipment and software necessary to effectuate an interface between Customer-provided equipment and Altura-provided Products and all appropriate access thereto including, without limitation, any third party consents necessary therefor; (iv) to ensure that its networks and systems are adequately secured against unauthorized intrusion; and (v) to back up and store the software, data and files associated with the Products on an ongoing basis and have this information readily available for Altura as required for rendering the Installation Services. Customer agrees to pay Altura at its then-current time and materials rate for any expenses related to delays resulting from conditions at the Site(s) which preclude or delay Altura’s performance.

(b) **Customer Representations and Warranties.** Customer represents and warrants that (i) the Site(s) shall be in compliance with all applicable federal, state and local laws, rules and regulations; (ii) the Site(s) shall be safe and shall not contain, present or expose Altura technicians to hazardous materials or substances (“Hazards”); (iii) Customer is either the owner of, or is authorized to access and use, the Site(s); and (iv) Altura, its suppliers and subcontractors are authorized to enter onto the Site(s) to the extent necessary to provide the Installation Services in a timely manner. Customer agrees to promptly notify Altura in writing if Customer becomes aware of Hazards on the Site(s) while the Agreement is in effect. Altura assumes no liability for any conditions or Hazards existing on the Site(s). Upon breach of the foregoing, Altura may, in its sole discretion, terminate the Agreement with respect to such Site(s) without liability.

(c) **Vendor Management.** Where Altura is to instruct or request products or services on Customer’s behalf from third party vendors under Customer’s supply contracts with the third party vendors (“Vendor Management”), Customer will provide Altura upon request a letter of agency or similar document, in form reasonably satisfactory to Altura, permitting Altura to perform the Vendor Management. Where the third party vendor’s consent is required for Altura to be able to perform Vendor Management in a timely manner, Customer will obtain the written consent of the vendor and provide Altura a copy of it upon request.

(d) **Access to Personal Data.** During the installation process, Customer may require Altura to access a Product or system containing employee, customer or other individual’s personal data (collectively, “Personal Data”). Where Customer instructs Altura to access any Personal Data, or to provide Customer or a third party identified by Customer with access, Customer will (i) notify all relevant employees and other individuals of the fact that Altura will have access to such personal data in accordance with Customer’s instructions and (ii) indemnify Altura and its

officers, directors, employees, subcontractors and affiliates against, and hold each of them harmless from, any and all liabilities, costs, damages, judgments and expenses (including reasonable attorney's fees and costs) arising out of Altura accessing or providing access in accordance with Customer's instructions.

4. WARRANTY AND LIMITATIONS.

(a) **Installation Services.** Altura warrants to Customer that the Installation Services will be performed in a professional and workmanlike manner by qualified personnel and in accordance with applicable Product manufacturer's requirements and standards.

(b) **Exclusive Remedies.** (i) IF THE INSTALLATION SERVICES HAVE NOT BEEN SO PERFORMED AND CUSTOMER NOTIFIES ALTURA IN WRITING IN REASONABLE DETAIL WITHIN THIRTY (30) DAYS AFTER THE PERFORMANCE OF THE SERVICE, THEN ALTURA WILL, AT ITS OPTION, RE-PERFORM THE INSTALLATION SERVICES AND CORRECT THE DEFICIENCIES OR PAY TO CUSTOMER A PRORATED REFUND BASED ON THE ORIGINAL CHARGE FOR THE DEFICIENT INSTALLATION SERVICES. THIS REMEDY WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND WILL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST ALTURA WITH RESPECT TO THE NON-PERFORMANCE OF INSTALLATION SERVICES. (ii) ALTURA SHALL BE LIABLE FOR ANY PHYSICAL DAMAGE IT CAUSES TO THE PRODUCTS; PROVIDED THAT SUCH LIABILITY SHALL BE LIMITED TO ALTURA'S REPAIR OF THE PRODUCTS, OR IF THE PRODUCTS CANNOT BE REPAIRED, REPLACEMENT WITH COMPARABLE PRODUCTS.

(c) **Insurance Coverage.** Altura agrees to maintain liability insurance and will provide proof thereof upon request.

(d) **Exclusions and Disclaimers.** The warranties do not extend to any damages, malfunctions, or non-conformities caused by: (i) Customer's use of Products in violation of this Agreement, the licenses granted hereunder or in a manner inconsistent with the applicable operating and maintenance instructions and specifications made available with the Products (the "Operating Documentation"); (ii) use of non-Altura furnished equipment, software, or facilities with Products including, without limitation, malfunctions of third party equipment including batteries and auxiliary equipment and equipment owned by the public telephone network; (iii) Customer's failure to promptly advise Altura of a malfunction which delay exacerbates the malfunction; (iv) Customer's failure to permit Altura timely access, remote or otherwise, to Products; (v) Customer's failure to implement all new updates to software provided under this Agreement; (vi) Products that have had their original manufacturer's serial numbers altered, defaced or deleted; (vii) Products that have been serviced or modified by a party, other than Altura or a third party authorized by Altura; (viii) Customer's or third party's mishandling, abuse, misuse, negligence or damage of Products; and (ix) failures or changes required by the local exchange company interexchange carrier, the power company or the transmission providers. The warranties do not include repairs and replacement of third party personal computers and application processor hardware and software including, without limitation, hardware and software discontinued by the manufacturer. EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION OR OTHERWISE PROVIDED IN ANY OTHER RELATED DOCUMENTATION PERTAINING TO OTHER INSTALLATION SERVICES, NEITHER ALTURA NOR ITS SUBCONTRACTORS, LICENSORS OR SUPPLIERS MAKES ANY REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY INSTALLATION SERVICES OR OTHERWISE RELATED TO THIS AGREEMENT. ALTURA DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF PRODUCTS OR THAT THE PRODUCTS AND INSTALLATION SERVICES WILL PREVENT TOLL FRAUD. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALTURA DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.