



Channel Service Agreement Order Form for Distributors

(Utility Version)

Customer Name:	Village of Orland Park	Contract #:	Page 1 of _____ total pages
Sold To number:	Multi Site		
Equipment Location Address:		Customer Contact:	Installation Date: Estimated
City State Zip		Mary Klinger	Target date of 10/1/10
		Customer Contact Telephone Number:	Services start date*: For new maintenance services orders, Avaya will determine the services start date upon Avaya's acceptance of the order. For maintenance renewal or recast orders, the services start date will be the first billing cycle date following Avaya's acceptance of the order.
		708 403-6100	

This Order Form is subject to the terms and conditions of the attached General Conditions of Maintenance and Managed Services. However, if there is a Master Purchase/Service Agreement or Customer Agreement that includes Maintenance Services Terms (Attachment D) or Maintenance and Managed Services Terms (Attachment 3) already in effect between the parties, this Order Form shall be subject to the terms and conditions of such agreement. Customer authorizes Avaya to release information related to inventory and billing for this customer location to the authorized Avaya BusinessPartner/Distributor. This information will enable the Avaya BusinessPartner/Distributor to accurately quote to Customer future Avaya products and services. Unless otherwise specified, this authorization shall remain in effect until the earlier of written notification by the Customer or the termination/expiration of maintenance by the original BusinessPartner whose name appears on this Order Form.

The Maintenance service unit price associated with Call Center Administered Agents and Administered Voice Mail Boxes will remain fixed based on the number of units located at the site at commencement of Maintenance services for that site. Such per unit charge will remain unchanged for the contracted term of maintenance support, independent of quantity changes recorded during true-ups. *The Maintenance Services ordered hereunder and the associated billing may commence, in some cases, during the Avaya Product warranty period. Avaya will, at its discretion, perform a true up on no more than a quarterly basis to reconcile future billing on any items which have been added (activated) or removed (deactivated) during the previous period. No credits or cash payments will be issued against previously paid amounts. Service charges for IP ports and certain Communication Manager applications (including but not limited to Wan Spare Processor, Local Spare Processor, Survivable Remote Processor & IP Agents) located at remote customer sites that are priced under the utility pricing methodology will be invoiced at customer's main/media server location. These service charges will be invoiced based on the coverage option and pricing reflected at the main site or location.

Material Codes	Qty	Description	Term in months	Coverage	Monthly or Prepaid	Unit Price	Total Price
		See price file attached here to and incorporated here in by this reference Quote # 266843	36	8x5 FULL COVERAGE	M		\$ 1,692.38

Customer signature below indicates customer has read and agrees to the terms and conditions of the applicable agreement.

Customer Village of Orland Park By: (Authorized Signature)	Avaya Inc. Accepted By:
Typed Name Mary Klinger Address 15100 Ravinia Avenue City State Zip Orland Park IL 60461	Typed Name On: (Date) Address City State Zip

Business Partner Co. Name: Maron Structure Technologies	Business Partner Sales Associate (Preparer): Linda Jones
Business Partner HQ Address: 6207 W. Howard St. Niles, IL 60714	Phone Number: 847 626-6721
Main Telephone #: 847 626-6721	email: ljones@structure-tech.com
Avaya Siebel Parent ID: 21796	Please e-mail electronic copy of this CSA Order form to bpccmtc@avaya.com with format of subject line : BP Name/Customer Name/Sold to

Distribute to: Original (BPCC) Copy 2 (Customer) Copy 3 (Avaya Authorized BusinessPartner)

FILL IN DISTRIBUTOR INFORMATION BELOW:

Distributor Co. Name: Catalyst Telecom	Distributor Sales Associate: Jerri Nagy
Distributor HQ Address: 6 Logue Ct Greenville, SC 29615	Phone Number: 800 790 2029 x8611
Main Telephone #: 866 370 6712	email: Jerri.Nagy@catalysttelecom.com
Avaya Siebel Parent ID: 369	Please e-mail electronic copy of this CSA Order Form to bpccmtc@avaya.com with format of subject line: Distributor Name/Customer Name/Sold To

Record # 125552

Distribute to: Original (BPCC) Copy 2 (Customer) Copy 3 (Avaya Authorized BusinessPartner) Copy 4 (Distributor)



Service Agreement Detail Document
VILLAGE OF ORLAND 36 SO 8X5 Mthly RET
For
VILLAGE OF ORLAND PARK
Quote Reference Number: 266008
Quote Produced on Sep 21, 2010
Quote Expires on Jan 18, 2011
Estimated Service Agreement Start Date: Sep 22, 2010

Hardware Maintenance Payment Frequency: Monthly
Hardware Maintenance Quote Term in Months: 36
Port Pricing Type: Switch Only
Software Services Payment Frequency: Annual Prepaid
Software Services Quote Term in Months: 36
Software Services Selected
Region: United States
Currency: USD

* Estimated Subsequent Invoice Amount is for informational purposes only & does not reflect 1) changes associated with utility measurements gathered at true-up, 2) subsequent component additions to already covered product categories or 3) Invoice amounts for items eligible for coverage in yearly increments. Estimated subsequent invoice amounts are calculated assuming that coverage is still available in subsequent years.

* The quoted items included in this report must be covered by a current, unexpired contract to generate a complete quote detail.

The Maintenance Services being ordered on this Order Form and the associated billing may commence, in some cases, during the Avaya Product warranty period.

Avaya will, at its discretion, perform a true up on no more than a quarterly basis to reconcile future billing on some items which have been added (activated) or removed (deactivated) during the previous period. No credits or cash payments will be issued against previously paid amounts.

Maintenance service unit price associated with CMS Administered Agents and Administered Voice Mail Boxes will remain fixed based on the number of units located at the site at time of the maintenance contract start date. This per unit charge will remain unchanged for the contracted term of maintenance support, independent of quantity changes recorded during true-ups.

Service charges for IP ports and certain Communication Manager applications (including but not limited to Wan Spare Processor, Local Spare Processor, Survivable Remote Processor & IP Agents) located at remote customer sites that are priced under the utility pricing methodology will be invoiced at customer's main/media server location. These service charges will be invoiced based on the coverage option and pricing reflected at the main site or location.



SAP Sold to: 0004219337
 FL: 0004219337
 Organization Code: B001
 Distribution Channel: 01
 Payer Ref Number: 0101599244
 FL Address:
 VILLAGE OF ORLAND PARK
 15100 RAVINIA AVE
 ORLAND PARK , IL 60462-3134

MPC/Material Code	Description	*Qty	Delayed Billing Date	Months	Monthly Unit Price	Initial Invoice Amount	*Estimated Subsequent Invoice Amount	*Estimated Total Price
CONVERGED_PERIPHERALS		36-Month Term		Full Coverage 8x5				
000000000000195826	S8500C ENTERPRISE SURVIVABLE SERVER & LSP RHS	1		36	\$34.38	\$34.38	\$34.38	\$1,237.68
MPC Totals -						\$34.38	\$34.38	\$1,237.68
Communication Manager Software		36-Month Term		Full Coverage 8x5				
000000000000187728	CM3 S8500 ESS WITHOUT ENTERPRISE EDITION SOFTWARE LIC:DS	1		36	\$128.33	\$128.33	\$128.33	\$4,619.88
MPC Totals -						\$128.33	\$128.33	\$4,619.88
Converged Software		36-Month Term		Full Coverage 8x5				
000000000000185626	CM3 S8500 LIC:DS;5EC500LIC,5IPSFT-NU; 5IPSTA,5200AGT LIC:CU	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000000185696	IP MEDIA RESOURCE 80 CHANNEL LIC:DS	2			\$0.00	\$0.00	\$0.00	\$0.00
000000000000192783	R9&PRIOR TO CM3 S8500 MIGRATION SOFTWARE LIC:DS	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000000194244	CM R3 501-1000 MULTI UPGRADE LIC:DS; 1 TDM-NU, 1 IPSTA-CU	725			\$0.00	\$0.00	\$0.00	\$0.00
000000000700253214	IP SOFTCON R1.5 W/1 LIC SFTW CD-ROM LIC-DS	3			\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals -						\$0.00	\$0.00	\$0.00
Converged Voice Products		36-Month Term		Full Coverage 8x5				
000000000000183688	COMPACT FLASH READER WITH FLASHCARD	2			\$0.00	\$0.00	\$0.00	\$0.00
000000000000185596	C-LAN INTF CIRCUIT PACK TN799DP	2			\$0.00	\$0.00	\$0.00	\$0.00
000000000000185701	IP MEDIA RESOURCE CIRCUIT PACK TN2602AP	3			\$0.00	\$0.00	\$0.00	\$0.00
000000000000186846	CP TN2312BP IPSI2	2			\$0.00	\$0.00	\$0.00	\$0.00
000000000000195406	S8500C SERVER RHS	2			\$0.00	\$0.00	\$0.00	\$0.00
000000000108739566	CIRCUIT PACK CNTRL LAN BOARD TN799C	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000108774696	CIRCUIT PACK TN2302AP IP MEDIA PROCESSOR	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000700259724	G650 MEDIA GATEWAY	4			\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals -						\$0.00	\$0.00	\$0.00
DEFINITY Audix Platform		36-Month Term		Full Coverage 8x5				

MPC/Material Code	Description	*Qty	Delayed Billing Date	Months	Monthly Unit Price	Initial Invoice Amount	*Estimated Subsequent Invoice Amount	*Estimated Total Price
00000000000102986	DEFINITY AUDIX ISOLATING DATA INTERFACE	1			\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals -						\$0.00	\$0.00	\$0.00
DEFINITY Call Center	36-Month Term			Full Coverage 8x5				
00000000000100574	CALL CENTER AUTO ATTENDANT G31 CSI SI+M	1		36	\$19.83	\$19.83	\$19.83	\$713.88
00000000000192647	CALL CENTER UPGRADE PER AGENT MULTI RELEASE 11-25 AGENTS LIC:CU	12		36	\$1.49	\$17.88	\$17.88	\$643.68
00000000000192907	CALL CENTER SHARED CONTROL ACCESS LIC:CU	12		36	\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals -						\$37.71	\$37.71	\$1,357.56
DEFINITY Software	36-Month Term			Full Coverage 8x5				
00000000000106834	DEF BCS SFTW PT SENSITIVE 101-500	5			\$0.00	\$0.00	\$0.00	\$0.00
00000000000108373	SSP UPGRADE SOFTWARE LICENSE 100 PORTS LIC-DS	5			\$0.00	\$0.00	\$0.00	\$0.00
00000000000170686	VAL SFTW VOICE RECORDED ANNOUNCEMENTS OVER LAN MANAGER RELEASE 1.0	1			\$0.00	\$0.00	\$0.00	\$0.00
00000000000187730	SFTW ENTITLEMENTS LIC:DS; 5EC500, 5IPSFT LIC:NU; 5IPSTA, 5200AGT LIC:CU	2			\$0.00	\$0.00	\$0.00	\$0.00
000000000107771834	DEFINITY BCS SOFTWARE R6SI BASIC SYSTEM RTU	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000108304726	DEFINITY ISDN RIGHT TO USE PRIMARY RATE 100 TO 500 PORTS	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000108304759	DEFINITY ISDN PRI 100 PORTS - 501 PORTS	4			\$0.00	\$0.00	\$0.00	\$0.00
000000000108740838	DEFINITY SOFTWARE UPGRADE R9SI RIGHT TO USE	1			\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals -						\$0.00	\$0.00	\$0.00
Enterprise Peripherals	36-Month Term			Full Coverage 8x5				
00000000000113959	MODULE DATA 8400B PLUS	1			\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals -						\$0.00	\$0.00	\$0.00
Enterprise Voice Systems	36-Month Term			Full Coverage 8x5				
00000000000102065	DEFINITY G3 ATTENDANT CONSOLE BLACK	3			\$0.00	\$0.00	\$0.00	\$0.00
00000000000102919	CIRCUIT PACK TN746B ANALOG LINE 16 PORT	4			\$0.00	\$0.00	\$0.00	\$0.00
00000000000102924	UNIVERSAL COUPLER	5			\$0.00	\$0.00	\$0.00	\$0.00
00000000000102935	CSU MODULE 120A4	3			\$0.00	\$0.00	\$0.00	\$0.00
00000000000102939	SWITCHROOM SNEAK FUSE	2			\$0.00	\$0.00	\$0.00	\$0.00
00000000000102943	DEFINITY CONTROL PACK PACKAGE	1			\$0.00	\$0.00	\$0.00	\$0.00
00000000000102982	EMERGENCY TRANSFER PANEL FOR 75 G1 G1 G3	5			\$0.00	\$0.00	\$0.00	\$0.00
00000000000103002	DEFINITY TERMINAL ENTERPRISE MGMT 715 BCS WHITE SAT	1			\$0.00	\$0.00	\$0.00	\$0.00
00000000000106945	DEFINITY BCS ESCC PPN MODEL R6SI	1			\$0.00	\$0.00	\$0.00	\$0.00
00000000000109042	DEFINITY LONG RANGE TRANSCEIVER	2			\$0.00	\$0.00	\$0.00	\$0.00
00000000000109478	DEFINITY SCC PORT CABINET	2			\$0.00	\$0.00	\$0.00	\$0.00
00000000000109482	DEFINITY SCC EPN R6	1			\$0.00	\$0.00	\$0.00	\$0.00
00000000000119912	DEFINITY MAINTENANCE CIRCUIT PACK DIGITAL 2 WIRE TN2224	2			\$0.00	\$0.00	\$0.00	\$0.00
00000000000119915	DEFINITY MAINTENANCE DS1 INTERFACE FOR PRIMARY RATE INTERFACE	1			\$0.00	\$0.00	\$0.00	\$0.00
00000000000150945	DEFINITY UPGRADE G3S SI386 TO RELEASE R9SI	1			\$0.00	\$0.00	\$0.00	\$0.00

MPC/Material Code	Description	*Qty	Delayed Billing Date	Months	Monthly Unit Price	Initial Invoice Amount	*Estimated Subsequent Invoice Amount	*Estimated Total Price
00000000000179890	INTEGRATED CSU	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000103557187	CP TN765 PROC INTF	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000103557468	CIRCUIT PACK TN793 ANALOG LINE 24 PORT	2			\$0.00	\$0.00	\$0.00	\$0.00
000000000105167266	CIRCUIT PACK TN747B CENTRAL OFFICE TRUNK INTERFACE	5			\$0.00	\$0.00	\$0.00	\$0.00
000000000105631527	CIRCUIT PACK AHF110 BUS TERMINATOR	6			\$0.00	\$0.00	\$0.00	\$0.00
000000000106405616	CIRCUIT PACK TN763D AUX TRUNK INTERFACE	3			\$0.00	\$0.00	\$0.00	\$0.00
000000000106647985	CP-TN775B S1:1 EPN MAINT*	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000106689516	CIRCUIT PACK FACILITY TEST BOARD TN771D	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000107784001	CIRCUIT PACK CALL CLASSIFIER TN744D	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000107784019	CIRCUIT PACK TONE CLOCK TN2182B	2			\$0.00	\$0.00	\$0.00	\$0.00
000000000107797615	DEFINITY G3 TELSET 26B1-B DIRECT EXTENSION SELECT BLACK	3			\$0.00	\$0.00	\$0.00	\$0.00
000000000108230624	CIRCUIT PACK TN570C EXPANSION INTERFACE	2			\$0.00	\$0.00	\$0.00	\$0.00
000000000108276148	CIRCUIT PACK TN2224B DIGITAL LINE 24 PORT	9			\$0.00	\$0.00	\$0.00	\$0.00
000000000108516675	CIRCUIT PACK TN2401 NET/PKT BACKPLANE CONNECTOR	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000108724907	DEFINITY PACKAGE 8MB FLASHCARD	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000108772583	CIRCUIT PACK TN2501AP VOICE ANNOUNCEMENT	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000108773912	CIRCUIT PACK TN771DP FACILITY TEST	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000108826884	CIRCUIT PACK TN464GP DS1 INTERFACE 24/32	2			\$0.00	\$0.00	\$0.00	\$0.00
000000000700022825	CIRCUIT PACK TN2402 PROCESSOR PACKAGE MULTIVANTAGE1.1.2	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000700059652	CP TN2224CP DGTL LN 24PT RT	3			\$0.00	\$0.00	\$0.00	\$0.00
000000000700204787	CIRCUIT PACK TN2404 PROCESSOR R9.5.1	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000700381254	COMPACT FLASH 128MB RHS	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000700405020	USB MODEM V.92 56K RHS	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000848486809	DEFINITY ASSEMBLY BOARD TN2401/TN2400 NETWORK INTERFACE	1			\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals -						\$0.00	\$0.00	\$0.00
Intuity AUDIX HW Platform			36-Month Term		Full Coverage 8x5			
00000000000103268	INTUITY AUDIX IVC6 BOARD	1			\$0.00	\$0.00	\$0.00	\$0.00
00000000000103269	INTUITY AUDIX INTEGRATED BOARD ICON/SOFTWARE	1			\$0.00	\$0.00	\$0.00	\$0.00
00000000000105462	INTUITY AUDIX MAP5 DEFINITY INTEGRATION PACKAGE 2	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000700403520	AM KEYBOARD US TYPE WITH MOUSE RHS	1			\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals -						\$0.00	\$0.00	\$0.00
Intuity Application Software			36-Month Term		Full Coverage 8x5			
00000000000100609	INTUITY AUDIX SWITCH INTEGRATION SOFTWARE PACKAGE DEFINITY/85/G2 PKG 1	1			\$0.00	\$0.00	\$0.00	\$0.00
00000000000100640	INTUITY AUDIX RIGHT TO USE SOFTWARE CARTRIDGE LIC:DS	1			\$0.00	\$0.00	\$0.00	\$0.00
00000000000181189	MESSAGING NETWORKING OFFER NETWORK BUNDLE W/ MM UM LIC:DS	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000107083727	INTUITY AUDIX RIGHT TO USE ADDITIONAL SPEECH STORAGE 30-49 HOURS LIC:CP	6			\$0.00	\$0.00	\$0.00	\$0.00
000000000107084089	INTUITY AUDIX RIGHT TO USE VOICE 2 PORT LIC:CU	4			\$0.00	\$0.00	\$0.00	\$0.00

MPC/Material Code	Description	*Qty	Delayed Billing Date	Months	Monthly Unit Price	Initial Invoice Amount	*Estimated Subsequent Invoice Amount	*Estimated Total Price
MPC Totals -						\$0.00	\$0.00	\$0.00
Modular Msg Arch	36-Month Term	Full Coverage 8x5						
000000000000190920	MM MAS APPLICATION LICENSE R3 AVAYA STORE ON AVAYA SERVER LIC:DS	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000000190921	MM MSS APPLICATION LICENSE R3 ON AVAYA SERVER LIC:DS	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000000190932	MM RFA ACTIVATION R3	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000000193334	MM LICENSE 1 SEAT VOICE MAILBOX 251-500 LIC:NU	23			\$0.00	\$0.00	\$0.00	\$0.00
000000000000193338	MM LICENSE 1 SEAT VOICE MAILBOX MMIP 251-500 LIC:NU	427			\$0.00	\$0.00	\$0.00	\$0.00
000000000108736067	AVAYA MESSAGING CIRCUIT PACK CYN23AP REMOTE MAINT BOARD US	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000700376171	MM MSS MED R3.0 /W APP MBM WEBCLNT	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000700383086	MM MAS MEDIA WITH OS R3 FOR AVAYA STORE ON AVAYA SERVER	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000700403785	AM KVM SWITCH 2-PORT WITH CABLES SELF POWERED RHS	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000700403793	AM S3500 MAS RHS	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000700403801	AM S3500 MSS-STANDARD AVAILABILITY RHS	1			\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals -						\$0.00	\$0.00	\$0.00
System Manager	36-Month Term	Full Coverage 8x5						
000000000000170496	AVAYA SITE ADMINISTRATION RELEASE 1.9 BASE PACKAGE	1			\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals -						\$0.00	\$0.00	\$0.00
Utility Communication Manager	36-Month Term	Full Coverage 8x5						
000000000000179235	TDM ports (switch only coverage)	628		36	\$1.36	\$854.08	\$854.08	\$30,746.88
000000000000179449	Survivable Remote Processor (SRP)	0		36	\$49.50	\$0.00	\$0.00	\$0.00
000000000000179450	Local Survivable Processor (LSP)	2		36	\$13.75	\$27.50	\$27.50	\$990.00
000000000000179451	WAN Spare Processor (WSP)	0		36	\$151.25	\$0.00	\$0.00	\$0.00
000000000000184748	Administered IP ports - Basic Support	20		36	\$1.71	\$34.20	\$34.20	\$1,231.20
000000000000189967	S8500 MEDIA SVR CM V3	1		36	\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals -						\$915.78	\$915.78	\$32,968.08
Utility Messaging	36-Month Term	Full Coverage 8x5						
000000000000179501	INT M40,100,OCT 200 - 350 & MM admin mailboxes grp 4	351		36	\$1.24	\$435.24	\$435.24	\$15,668.64
000000000000181485	HIGH AVAILABILITY - Modular Messaging	0		36	\$44.00	\$0.00	\$0.00	\$0.00
000000000000190099	MODULAR MESSAGING V3	1		36	\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals -						\$435.24	\$435.24	\$15,668.64
SQRN: 155144	Sold To Totals -					\$1,551.44	\$1,551.44	\$55,851.84



SAP Sold to: 0004918189
 FL: 0004918189
 Organization Code: B001
 Distribution Channel: 01
 Payer Ref Number: 0101599244
 FL Address:
 VILLAGE OF ORLAND SPORTS PLEX
 11351 W 159TH ST
 ORLAND PARK , IL 60467-5659

MPC/Material Code	Description	*Qty	Delayed Billing Date	Months	Monthly Unit Price	Initial Invoice Amount	*Estimated Subsequent Invoice Amount	*Estimated Total Price	
Converged Software				36-Month Term	Full Coverage 8x5				
00000000000193806	UTILITY TRIGGER REMOTE GATEWAY NEW SITE TRACKING CODE	1			\$0.00	\$0.00	\$0.00	\$0.00	
MPC Totals -						\$0.00	\$0.00	\$0.00	
Converged Voice Products				36-Month Term	Full Coverage 8x5				
000000000700277379	AVAYA MEDIA MODULE MM714 ANALOG 4 + 4	1			\$0.00	\$0.00	\$0.00	\$0.00	
000000000700302433	MM717 24 PORT DCP MEDIA MODULE	1			\$0.00	\$0.00	\$0.00	\$0.00	
000000000700359011	S8300B SERVER CM2.2 AND HIGHER	1			\$0.00	\$0.00	\$0.00	\$0.00	
000000000700383144	G350 MEDIA GATEWAY VINTAGE C.0	1			\$0.00	\$0.00	\$0.00	\$0.00	
MPC Totals -						\$0.00	\$0.00	\$0.00	
Enterprise Voice Systems				36-Month Term	Full Coverage 8x5				
000000000700405020	USB MODEM V.92 56K RHS	1			\$0.00	\$0.00	\$0.00	\$0.00	
MPC Totals -						\$0.00	\$0.00	\$0.00	
Uninterruptible Power Systems				36-Month Term	Full Coverage 8x5				
00000000000105268	POWER UNINTERRUPTIBLE POWER SUPPLY RACK MOUNT 3000VA 120 VOLT W/PKG	1		36	\$13.10	\$13.10	\$13.10	\$471.60	
MPC Totals -						\$13.10	\$13.10	\$471.60	
Utility Communication Manager				36-Month Term	Full Coverage 8x5				
00000000000179235	TDM ports (switch only coverage)	35		36	\$1.36	\$47.60	\$47.60	\$1,713.60	
00000000000189967	S8500 MEDIA SVR CM V3	1		36	\$0.00	\$0.00	\$0.00	\$0.00	
MPC Totals -						\$47.60	\$47.60	\$1,713.60	
SQRN: 6070						Sold To Totals -	\$60.70	\$60.70	\$2,185.20



SAP Sold to: 0005079916
 FL: 0005079916
 Organization Code: B001
 Distribution Channel: 01
 Payer Ref Number: 0101599244
 FL Address:
 VILLAGE OF ORLAND PARK
 15655 RAVINIA AVE
 ORLAND PARK , IL 60462

MPC/Material Code	Description	*Qty	Delayed Billing Date	Months	Monthly Unit Price	Initial Invoice Amount	*Estimated Subsequent Invoice Amount	*Estimated Total Price	
Converged Software		36-Month Term		Full Coverage 8x5					
00000000000193806	UTILITY TRIGGER REMOTE GATEWAY NEW SITE TRACKING CODE	1			\$0.00	\$0.00	\$0.00	\$0.00	
MPC Totals -						\$0.00	\$0.00	\$0.00	
Converged Voice Products		36-Month Term		Full Coverage 8x5					
000000000700277379	AVAYA MEDIA MODULE MM714 ANALOG 4 + 4	1			\$0.00	\$0.00	\$0.00	\$0.00	
000000000700302433	MM717 24 PORT DCP MEDIA MODULE	2			\$0.00	\$0.00	\$0.00	\$0.00	
000000000700359011	S8300B SERVER CM2.2 AND HIGHER	1			\$0.00	\$0.00	\$0.00	\$0.00	
000000000700383144	G350 MEDIA GATEWAY VINTAGE C.0	1			\$0.00	\$0.00	\$0.00	\$0.00	
MPC Totals -						\$0.00	\$0.00	\$0.00	
Enterprise Voice Systems		36-Month Term		Full Coverage 8x5					
000000000700405020	USB MODEM V.92 56K RHS	1			\$0.00	\$0.00	\$0.00	\$0.00	
MPC Totals -						\$0.00	\$0.00	\$0.00	
Utility Communication Manager		36-Month Term		Full Coverage 8x5					
00000000000179235	TDM ports (switch only coverage)	59		36	\$1.36	\$80.24	\$80.24	\$2,888.64	
00000000000189967	S8500 MEDIA SVR CM V3	1		36	\$0.00	\$0.00	\$0.00	\$0.00	
MPC Totals -						\$80.24	\$80.24	\$2,888.64	
SQRN: 8024						Sold To Totals -	\$80.24	\$80.24	\$2,888.64
Grand Totals -						\$1,692.38	\$1,692.38	\$60,925.68	

GENERAL CONDITIONS OF MAINTENANCE AND MANAGED SERVICES. The undersigned Customer agrees that these General Conditions of Maintenance and Managed Services (the “**Agreement**”) will govern the purchase of certain Services (defined below) by Customer from Avaya Inc. (“**Avaya**”).

1. ORDER, PROVISION AND SCOPE OF SERVICES

1.1 Order and Provision of Services. In return for the payment of the fees specified in the order, Avaya will provide the Maintenance/Managed Services options for Supported Products or Supported Systems at Supported Sites, as described further in this Agreement and the SAS or Service Description (“**Services**”). In the event of a conflict between the SAS/Service Description and this Agreement, the terms of this Agreement will control. The “**Service Agreement Supplement**” (“**SAS**”) or the “**Service Description**” is the Avaya Service Agreement Supplement or Service Description then current as of the date of Avaya’s acceptance of an order for Services and available to Customer upon request. As used in this Agreement, “**SAS**” or “**Service Description**” may refer, as applicable, to either the Service Agreement Supplement or Service Description or, where the parties have executed a statement of work describing specific Services to be provided by Avaya, to the statement of work. “**Supported Products**” are: (i) hardware or software products identified in the order; and (ii) Added Products (defined in Section 1.8). Supported Products may include non-Avaya products to the extent they are specified in the order. “**Supported Systems**” are a group of products or networks specified in the order. “**Supported Sites**” are locations specified in the order. Orders are subject to acceptance by Avaya. Avaya may accept an order by beginning to perform the Services. Terms and conditions contained in Customer purchase orders or other Customer documents will have no effect.

1.2 Monitoring. Avaya may electronically monitor Supported Products and Supported Systems 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 managed Services, to assess Customer needs for additional products or Services; (v) as otherwise provided in the SAS.

1.3 Error Correction. Some Services options may include correction of Errors. An “**Error**” means a failure of a Supported Product to conform in all material respects to the manufacturer’s specifications that were currently applicable when the Supported Product was purchased or licensed.

1.4 Help Line Support. Where the selected Services option includes help line support, Avaya will provide it in accordance with the coverage option (service hours, target response intervals, etc.) that Customer has selected.

1.5 Updates. Where the selected Services option includes the provision of Updates, Avaya will make Updates available to Customer as the manufacturer makes them generally available to its other customers. An “**Update**” is a change in software that typically provides maintenance correction only. It typically is designated as a change in the digit to the right of the second decimal point (e.g. n.y.[z]). Avaya will provide Updates via a website, email or post mail, at Avaya’s option. Updates may be remotely installed by Avaya or delivered to Customer for self-installation.

1.6 End of Support. Periodically, Avaya 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 Supported Products. Customer may access Avaya’s user support website (www.support.avaya.com) for End of Support notifications and register an e-mail address to receive e-mail notifications of the same, when published by Avaya. For Products subject to End of Support, Avaya will continue to provide the support described in the applicable Service Description, except for the End of Support exceptions listed therein (“**Extended Support**”). If the Service Description does not include Extended Support information, Avaya will make available the description of Extended Support (if available) for the Products concerned at the same time as its End of Support notification. For Products not subject to Extended Support, if Services are discontinued for a Supported Product, the Supported Product will be removed from the order and rates will be adjusted accordingly..

1.7 Replacement Hardware. Replacement hardware provided as part of Services may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent. It will be furnished only on an exchange basis. Returned hardware that has been replaced by Avaya, will become Avaya’s property.

1.8 Added Products. If Customer acquires additional products of the same type and manufacturer(s) as the existing Supported Products and locates them with existing Supported Products at a Supported 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 the manufacturer or an authorized reseller are subject to certification by Avaya at Avaya’s then current rates. If Added Products fail certification, Avaya may choose not to add them to the Supported Products.

1.9 General Limitations. Unless the SAS provides otherwise, Avaya will provide software Services only for the unaltered current release of the software and the prior release. The following items are included in the Services only if the SAS specifically includes them: (i) support of user-defined applications; (ii) support of Supported Products that have been modified by a party other than Avaya (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 Supported Products; (vi) correction of Errors arising from causes external to the Supported Products (such as power failures or surges); and (vii) Services for Supported 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.

2. INVOICING AND PAYMENT.

2.1 Invoicing. Avaya will invoice Customer for Services in advance unless another payment option is specified in the order, or the Service Description.

2.2 Payment. Payment of undisputed invoices is due within thirty (30) days from the date of Avaya’s invoice. Customer will pay all bank charges, taxes, duties, levies and other costs and commissions associated with nonstandard methods of invoicing and payment. Overdue payments will be subject to a late payment charge of the lesser of 1.5% per month or the maximum rate allowed by applicable law. Unless Customer provides Avaya with a tax exemption certificate, Customer is solely responsible for paying all required taxes, (including, but not limited to, property, sales, use or excise taxes with respect to the provision of Avaya Equipment) except for any income tax assessed upon Avaya.

3. CUSTOMER RESPONSIBILITIES

3.1 General. Customer will cooperate with Avaya as reasonably necessary for Avaya’s performance of its obligations, such as: (i) providing Avaya with full, free and safe access to its facilities; (ii) providing telephone numbers, network addresses and passwords necessary for remote access; and (iii) providing interface information for Supported Products and necessary third party consents and licenses to access them. All items will be provided by Customer at Customer’s expense. If Avaya provides an Update or other new release of software as part of the Services, Customer will implement it promptly. Customer will reasonably use, safeguard and return to Avaya any items that Avaya loans to Customer (“**Avaya Tools**”) for the purpose of providing Services under this Agreement, such as, but not limited to, the Secure Intelligent Gateway. Avaya Tools shall not be considered Products.

3.2 Provision of Supported Products and Systems. Except for Avaya hosted facilities identified in the SAS, Customer will provide all Supported Products, Supported Systems and Supported Sites. Customer continuously represents and warrants that: (i) Customer is either the owner of, or is authorized to access and use, each of them; and (ii) Avaya, its suppliers, and subcontractors are authorized to do the same to the extent necessary to provide the Services in a timely manner.

3.3 Moves of Supported Products. Customer will notify Avaya in advance before moving Supported Products. Avaya may charge

additional amounts to recover additional costs in providing the Services as a result of moved Supported Products.

3.4 **Vendor Management.** Where Avaya 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 Avaya upon request a letter of agency or similar document, in form reasonably satisfactory to Avaya, permitting Avaya to perform the Vendor Management. Where the third party vendor's consent is required for Avaya to be able to perform Vendor Management in a timely manner, Customer will obtain the written consent of the vendor and provide Avaya a copy of it upon request.

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

3.6 **Access to Personal Data.** From time to time, Customer may require Avaya to access a Supported Product or Supported System containing employee, customer or other individual's personal data (collectively, "**Personal Data**"). Where Customer instructs Avaya 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 Avaya will have access to such personal data in accordance with Customer's instructions and (ii) indemnify Avaya 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 Avaya accessing or providing access in accordance with Customer's instructions.

4. **TITLE AND RISK OF LOSS TO EQUIPMENT.** Title to Avaya-installed replacement hardware provided as part of Services will pass to Customer when installed. Title to all other hardware provided as part of Services will pass to Customer when it arrives at the Supported Site.

5. **SOFTWARE LICENSE.** Where Services include provision of patches, Updates or feature upgrades for Supported Products ("**New Software**"), they will be provided subject to the license grant and restrictions contained in the original agreement under which Customer licensed the original software from Avaya. Where there is no existing license from Avaya, New Software will be provided subject to the manufacturers then current license terms and restrictions for the New Software. New Software may include

components provided by third party suppliers that are subject to their own end user license agreements. Customer may install and use these components in accordance with the terms and conditions of the "shrinkwrap" or "clickwrap" end user license agreement accompanying them.

6. **CONFIDENTIAL INFORMATION.** "**Confidential Information**" means either party's business and/or technical information, pricing, discounts and any other information or data, regardless of whether in tangible or other form if marked or otherwise expressly identified in writing as confidential. Information communicated verbally will qualify as Confidential Information if designated as confidential or proprietary at the time of disclosure and summarized in writing within 30 days after disclosure. Confidential Information excludes information that: (i) is publicly available other than by an act or omission of the receiving party; (ii) subsequent to its disclosure was lawfully received from a third party having the right to disseminate the information without restriction on its dissemination and disclosure; (iii) was known by the receiving party prior to its receipt and was not received from a third party in breach of that third party's confidentiality obligations; (iv) was independently developed by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by court order or other lawful government action, but only to the extent so ordered, provided the receiving party provides prompt written notification to the disclosing party of the pending disclosure so the disclosing party may attempt to obtain a protective order. In the event of a potential disclosure in the case of subsection (v) above, the receiving party will provide reasonable assistance to the disclosing party should the disclosing party attempt to obtain a protective order. Each party will protect the secrecy of all Confidential Information received from the other party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care. Neither party will use or disclose the other party's Confidential Information except as permitted in this Section or for the purpose of performing obligations under this Agreement. The confidentiality obligations of each party will survive expiration or termination of the Agreement. Upon termination of the Agreement, each party will cease all use of the other party's Confidential Information and will promptly return, or at the other party's request destroy, all Confidential Information, including copies, in tangible form in that party's possession or under its control, including Confidential Information stored on any medium. Upon request, a party will certify in writing its compliance with this Section.

7. **WARRANTIES.** Avaya warrants to Customer that Services will be carried out in a professional and workmanlike manner by qualified personnel. If the Services have not been so performed and Avaya receives Customer's detailed request to cure a non-conformance

within 30 days of its occurrence, Avaya will re-perform those 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 Avaya with respect to the non-conformance of Services.

EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION, NEITHER AVAYA NOR ITS LICENSORS OR SUPPLIERS MAKES ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES IN A SUPPORTED PRODUCT, SUPPORTED SYSTEM OR NETWORK WILL BE DETECTED OR THAT SERVICES WILL RENDER THEM SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVAYA DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8. **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE. THE LIABILITY OF EITHER PARTY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO 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. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. HOWEVER, THEY WILL NOT APPLY IN CASES OF WILFULL MISCONDUCT, PERSONAL INJURY OR BREACHES OF AVAYA'S LICENSE RESTRICTIONS. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS.

9. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement and any disputes arising out of or relating to it ("**Disputes**") will be governed by New York State laws applicable to contracts entered into and performed in New York, excluding conflict of law principles and the United Nations Convention on Contracts



for the International Sale of Goods. Except as provided below, all Disputes will be finally resolved by binding arbitration before one arbitrator, selected pursuant to the Commercial Rules of the American Arbitration Association (“AAA”). The arbitrator will have the authority to determine issues of arbitrability and to consider and rule on dispositive motions. The arbitrator will have authority only to award compensatory damages within the scope of the limitations of Section 8 and will not award punitive or exemplary damages. The arbitrator will not have the authority to limit, expand or otherwise modify the terms of the Agreement. The parties, their representatives, other participants and the arbitrator will hold the existence, content and result of arbitration in confidence. 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. Actions on Disputes between the parties must be brought in accordance with this Section within two years after the cause of action arises.

10. TERM AND TERMINATION. This Agreement will be effective from the date Avaya accepts the order unless terminated earlier in accordance with this Section. Unless a different term is defined in the order or mandated in the applicable Service Description, Avaya will provide Services for an initial term of one year. Services will be renewed automatically for successive one year terms (unless a longer period is mandated by the applicable Service Description) applying the then most similar current generally available support plan offering and then current rates, unless either party gives the other written notice of its intent not to renew at least 30 days prior to the expiration of the applicable initial or renewal term. Unless otherwise specified in the Service Description, Customer may terminate Services in whole or in part upon 30 days written notice subject to the cancellation fees equal to Maintenance Services fees for 12 months or the remaining term, whichever is less.

Either party may terminate this Agreement by written notice to the other party effective immediately upon receipt if the other party fails to cure any material breach of this Agreement within a thirty (30) day period after having received a written notice from the non-breaching party detailing the breach and requesting the breach be cured.

11. MISCELLANEOUS. Avaya may assign this Agreement or any associated order to any of its affiliated entities or to any entity to which Avaya may sell, transfer, convey, assign or lease all or substantially all of the assets used in connection with its performance under this Agreement. Avaya may subcontract any or all of its obligations, but will retain responsibility for them. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's

reasonable control, including without limitation, fire, flood, act of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, and inability to secure materials or transportation facilities. The failure of either party to assert any of its rights under this Agreement is not a waiver by that party of its right later to enforce this Agreement in accordance with its terms. This Agreement constitutes the entire understanding of the parties with respect to its subject matter and will supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between them relating to that subject matter. It will not be contradicted or supplemented by any prior course of dealing between the parties. All notices under this Agreement and any modifications or amendments to this Agreement must be in writing which in no event shall include any form of electronic communication (such as e-mail).

CUSTOMER: (Company Name):

Signature: _____

Name: _____

Title: _____

Date: _____