



Purchase Agreement

Quote Name: Village of Wellington - Support

Quote #: O-00008228

Prepared for: Dan Johnson

Issued: 2/20/2019

Quote Expires: 3/22/2019

Quote Contact: Corey Weitzman

Direct Email: cweitzman@inflowcommunications.com

Direct Phone:

Quoted pricing is valid for 30 days after the issued date and subject to change thereafter

Bill To: Village of Wellington FL
12300 W Forest Hill Blvd
West Palm Beach, FL 33414

Ship to: Village of Wellington FL

Support Expires: 3/8/2019

One-Time Total - Products

Quantity	Description	Sales Price	Subtotal
1	3 Years, Annual Billing Gold Advantage Support, No Phones - Includes 24x7x365 Unlimited Email and Telephone Support, Advanced Hardware Replacement of ShoreTel Switches and Phones, Unlimited Software Upgrades, Access to ShoreTel's Knowledge Base; PLUS Advanced Call Recording Solution, Custom Music on Hold, Cloud Auto Attendant for DR/BCP and Network Monitoring & Diagnostic Software for Core Network Equipment. Refer to Attached Terms and Conditions for More Details.	\$78,120.00	\$78,120.00
		Subtotal	\$78,120.00

Notes: *Annual billing to equal \$26,040.00 per year*

Freight Price	TBD
Sales Tax	TBD
Grand Total	\$78,120.00



Purchase Agreement

Invoice Schedule

Hardware, Software and Support

Delivery Payment Percentage:	100%	Delivery Payment Amount:	\$26,040.00 X 3 from 2019 - 2021
Grand Total			\$78,120.00

Invoice Payment Terms

- All Invoices due: **Net 30**

Acknowledge & Accept

This quote and the products and/or services are accepted subject to the terms and conditions set forth. Acceptance constitutes an agreement to the outlined invoice schedule, as well as an agreement to pay within the invoice payment terms. Additional fees may apply, including but not limited to service charges of 1.5% per month on all past due amounts, related collection costs and reasonable attorney fees. Freight charges and restocking fees will be assessed on returned items. Any applicable travel expenses are invoiced at fixed daily rates for local and extended travel arrangements.

Acknowledged and Accepted:

_____ Date _____

Inflow Initials:

A blue rectangular box containing the handwritten initials "MD" in black ink.



These Terms & Condition shall apply to the sale of support Services (the "Services") by Inflow Communications, Inc. ("Inflow") to Customer under the Purchase Agreement to which these Terms and Conditions are attached (the "Purchase Agreement"). The Purchase Agreement together with these Terms and Conditions shall be collectively referred to as the "Agreement".

1. Purchase Price and Payment. The purchase price for the Services shall be paid as set forth in this Purchase Agreement. There shall be added to the purchase price amounts equal to any taxes, however designated, levied or based on such price or on the Agreement, or the Services, including state and local sales, use or equivalent or amounts in lieu thereof paid or payable by Inflow in respect to the foregoing, unless Customer provides Inflow with an appropriate exemption certificate. Support Services will be billed monthly unless otherwise specified in the Purchase Agreement. Services provided on a time and material basis will be billed monthly and unless otherwise specified in writing payment will be due upon receipt of invoice.

2. Customer Responsibilities.

Customer shall appoint a primary contact person to communicate with Inflow Support. Customer shall provide all access and consents necessary to provide the Services.

3. Services Warranty. Inflow warrants that all Services will be carried out in a professional and workmanlike manner by qualified personnel. Inflow can make available upon request a list of supported hardware platforms, operating systems, database versions, and other third party software products for both the server software and client software and this warranty will only apply to the configurations set forth on the list. This warranty is contingent upon Customer's adherence to these supported configurations and following the proper installation and support practices and procedures in which the Telephone System was intended. If any of the Services do not conform to the warranty standards set forth above, provided that Customer notifies Inflow in writing specifying the nature and extent of the non-conformity, Inflow shall: (i) re-perform the applicable Services to cure the non-conformity as promptly as possible but in all cases within thirty (30) days of receipt of notice, or (ii) refund to Customer the applicable fees. THESE REMEDIES SHALL BE EXCLUSIVE AND SHALL BE THE CUSTOMER'S SOLE REMEDIES AGAINST INFLOW. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, INFLOW MAKES NO OTHER WARRANTIES WITH REGARD TO THE SERVICES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND INFLOW SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

4. Inflow Gold, Gold Advantage, and Platinum Support Services. ShoreTel Telephone System Customers may purchase an Inflow Gold Support Plan, Gold Advantage Support Plan, or Inflow Platinum Support Plan as described below.

a. Inflow Gold Support Services. Inflow Gold Support Service Plans consist of the following:

- i. Telephone, Web Chat and E-Mail Support. Unlimited Telephone, Web Chat and E-mail support during On-Hours (M-F 5:00 a.m. – 5:00 p.m. Pacific Time, excluding Holidays). Emergency after hours and holiday support is included. Remote access moves, adds, and changes are beyond the scope of Inflow Gold Support, but are available and may be purchased.
- ii. Hardware Support. Hardware support includes the support described above as well as overnight replacement of ShoreGear Switches. Phone coverage is optional under Gold, Gold Advantage, and Platinum plans. Ground shipping is standard for replacement of defective phones that are currently under support. For International Deployments, unless otherwise agreed to in writing and signed by Inflow and the Customer shall be delivered via reasonable efforts utilizing the most expedient shipping method available at the time the part replacement is requested by Customer. Network switches, routers and servers are not covered under Inflow Gold Support.
- iii. On-Site Services. On-site support services are provided on a last resort basis for product troubleshooting, repair, and/or replacement issues. Service calls for moves, adds, and changes are beyond the scope of Inflow Gold, Gold Advantage, and Platinum but are available and may be purchased.
- iv. Software Updates and New Releases. Customer will receive new software releases and applicable software maintenance updates during the term of the Inflow Gold Support Plan upon request following written notice of such releases/updates by Inflow. Installation of such software releases and updates are included but limited to one update per year. Additional updates will be billable at Inflow's current hourly rate. These updates will be accomplished by Inflow remotely. If onsite service is required, Inflow's hourly rates apply. Software support does not entitle the Customer to new software designed to add additional applications or to provide functions not included in the software originally licensed. Such new software may be licensed separately from Inflow and/or the manufacturer. If Customer elects not to install two successive updates of either hardware or software, Customer will be subject to an update charge or may incur additional reasonable charges for support due to the additional costs associated with supporting older versions of the product. Updates are defined as major software releases only. Customer may elect to forgo minor build releases without penalty.



- v. **Hardware Updates.** In the event Inflow or the manufacturer deems it necessary to issue critical Engineering Change Orders, ("ECO's"), Inflow Customers will receive a replacement switch with those ECO's installed during the term of the agreement. The installation of replacement switches is included as part of Inflow Gold Support. Inflow shall mutually coordinate with Customer the schedule for onsite replacement.
- vi. **Access.** Inflow, upon Customer's prior written consent on each occasion, reserves the right to remotely access Customer's Telephone System to a) review the final installation for quality assurance purposes, b) provide remote installation support, c) to provide event log and other monitoring and proactive response services, and/or d) for system auditing and license compliance reviews. Customer may elect to provide this access to the system server as well as any remote control software on the server as specified by Inflow; provided, however, that if Customer does not elect to provide remote access, Inflow shall charge Customer fees for on-site access in accordance with Inflow's then-current price list.

vi. Additional Gold Support Features.

- Network monitoring and diagnostic software for Core ShoreTel System.
- Proactive Monitoring & Response to Critical ShoreTel System Alarms.
- Inflow cloud backup service.
- Inflow Analytics powered by Brightmetrics™
- Inflow proprietary prebuilt core system report and dashboard templates.
- Monthly live user and administration training.
- Access to Inflow's Knowledgebase.
- Professional voice talent for System Recordings.
- Server migrations (Remote support and 2 hours per upgrade).
- Inflow proprietary contact center report and dashboard templates.

b. Inflow Gold Advantage Support Services. Customer may elect to receive Inflow Gold Advantage Support Services in addition to the services offered with the Inflow Gold Support Services, Inflow Gold Advantage Support Services include all features of Gold Support plus these additional Services:

- i. Network monitoring and diagnostic software for core network equipment.
- ii. Advanced Call Recording.
- iii. Custom Music on Hold
- iv. Inflow proprietary cloud auto attendant for disaster recovery and business continuity.

c. Inflow Platinum Support Services. Customer may elect to receive Inflow Platinum Support Services in addition to the services offered with the Inflow Gold and Gold Advantage Support Services. Inflow Platinum Support Services include all features of Gold and Gold Advantage Support plus:

- i. Unlimited remote moves, adds, and changes.
- ii. Telephone carrier liaison services.
- iii. 25% labor discount on billable professional services.
- iv. Inflow Restoration Service.
- v. Dedicated Client Success Manager.
- vi. Platinum Contact Center Support.
 - Quarterly Contact Center Report Review.
 - Quarterly Contact Center Results Configuration Tune Up (based on report results).
 - Quarterly Contact Center Staffing Review.

d. Time and Material. Services not covered under the Support Plan selected by Customer may be provided by Inflow on a time and material basis at its then published hourly rates pursuant to the terms of an executed statement of work. Such Services would include troubleshooting and configuring non-VOIP phone system equipment including network switches, routers, and servers, configuring Customer's routers, firewalls, and internet connection to facilitate remote access for Inflow personnel.

e. Customer Responsibilities.

- i. **Help Desk.** Customer shall establish a Help Desk within its organization to be the support interface with Inflow's Customer Response Center ("CRC"). Customer shall designate specific individuals within its Help Desk as Authorized Contacts. Customer shall promptly notify Inflow Contract Administration via fax, mail, or email in the event of any changes of Authorized Contacts. Inflow will provide Authorized Contacts with initial product training before they will be allowed to contact the Inflow CRC for system assistance and updated training thereafter.



- ii. **Authorized Contacts.** Authorized Contacts may contact Inflow Support by logging on to the Inflow web site, sending an e-mail, or by telephone. Each specified Authorized Contact shall be provided with a unique user account for the Inflow web site and/or manufacturer support web site. Employees who bypass the Help Desk will be referred back to the Customer's Help Desk by Inflow's Support staff.
- iii. **On Site Contacts.** In situations in which the Customer has multiple locations, Customer shall provide at least one individual per location to work with Inflow personnel to resolve cases if initial efforts to resolve the incident with the Customer's Help Desk are unsuccessful. These contacts can be system administrators and/or trainers that have received training.
- iv. **Maintenance of Systems.** Customer shall maintain the Switch room cable plant, server, including software updates, client PC's, LAN/WAN equipment, telephone sets, and all other third party products or applications. In the event that product issues assigned to Inflow are ultimately defined as third party issues, Customer may be charged an appropriate hourly rate from Inflow's then current price list for Inflow's efforts.

f. Term and Renewal. Support Plans may be renewed on a 1 year, 3 year or 5 year term through the an extension of this Purchase Agreement, the form of which will be delivered by Inflow at least sixty (60) days prior to the expiration date of the current Support Plan.

g.. Financial Terms. A separate invoice will be generated after the new Purchase Agreement is executed. Unless otherwise specified by Inflow, all support renewal invoices are due according to the invoicing schedule located on the Purchase Agreement. Applicable taxes will be added to the final invoice. A signed Purchase Agreement and payment of the final invoice are required before Inflow will process the Support Plan renewal with ShoreTel. If the signed Purchase Agreement and payment of the renewal invoice are not received by Inflow prior to the expiration date of the current Support Plan, Customer's renewal will be subject to a 20% reinstatement fee charged by ShoreTel.

H. Loaned/Rented Equipment. Customer agrees that any equipment utilized by Inflow in the delivery of any Services that is not expressly purchased by Customer shall remain the property of Inflow and must be immediately returned if requested.

5. Limitation of Liability. In no event shall Inflow's aggregate liability for damages in any actions arising out of or in connection with this Agreement exceed a U. S. dollar amount equal to the aggregate fees and charges paid to Inflow by Customer for all Services under this Agreement during its initial term. IN NO EVENT SHALL INFLOW BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST OR DAMAGED DATA, OR ANY INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE OR (B) ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE EQUIPMENT OR SERVICES, IN EACH CASE, EVEN IF INFLOW HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

6. Reservation of Rights. Subject to the limited rights expressly granted by Inflow hereunder, Inflow reserves all rights, title and interest in and to the Services and all materials, templates, forms, and other materials provided or disclosed to Customer in the course of providing Services (the "Inflow Materials"), including all related intellectual property rights and all derivatives, enhancements, or improvements thereof. Customer shall not (i) reproduce, distribute, republish, display, post or transmit in any form or by any means, or create derivative works based on the Service or the Inflow Materials; (ii) disassemble, reverse compile, or reverse engineer the Service or the Inflow Materials; or (iii) access the Service or the Inflow Materials in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions, or graphics of the Service or the Inflow Materials.

7. Software License. Certain of the Services are provided via third-party software and/or software developed and managed by Inflow (collectively, "Software"). Inflow grants Customer a non-exclusive license or sublicense as applicable to use the Software in connection with the Services, provided that Customer: (i) uses the Software solely for Customer's internal business purposes; (ii) does not copy any part of the Software without Inflow's consent and does not attempt to develop any source code from the Software; and (iii) returns to Inflow or erases or destroys any Software on any media being recycled or discarded and so certifies to Inflow. Inflow, for itself and any third-party manufacturer, reserves all other rights, title and interest to the Software, and Customer shall not acquire any rights, title or interest in the Software other than as specifically set forth in this Section. Customer will not reverse compile, disassemble, alter, add to, delete from, or otherwise modify the Software, except to the extent that such modification capability is an intended feature thereof.



8. Default

a. Default by Customer. Should Customer (a) default in the payment of any sum of money hereunder, or (b) default in the performance of any other of its obligations under the Agreement, then in any such event, Inflow, at its option, may, upon ten (10) days written notice thereof with respect to an uncured monetary default and thirty (30) days with respect to an uncured non-monetary default, (1) terminate the Agreement, (2) whether or not the Agreement is terminated enforce its rights under its security interest in the Equipment and (3) sell, dispose of, hold, use or lease any items of Equipment which have not been fully paid for as Inflow in its sole discretion may decide. Any sums payable by Customer which are not paid when due will be subject to a service charge of 1% per month from the date payment was due until paid. Customer agrees to reimburse Inflow for any and all reasonable expenses Inflow may incur, including reasonable attorney's fees, in taking any of the foregoing actions. The remedies contained in this paragraph are cumulative and in addition to all other rights and remedies available to Inflow under the Agreement, by operation of law or otherwise.

b. Default by Inflow. Should Inflow default in the performance of any of its obligations under the Agreement, then in any such event Customer, at its option, may, upon thirty (30) days written notice terminate the Agreement should such default remain uncured.

c. Termination by Customer. Customer may terminate this Agreement for its convenience for any reason on sixty (60) days written notice. Customer shall not be entitled to a refund of any prepaid fees paid by Customer in the event of termination under this Section 10(c).

d. Termination. This Agreement may be terminated immediately upon written notice in the event either party dissolves or terminates its existence, becomes insolvent, generally fails to pay its debts as they mature, makes an assignment for the benefit of creditors, initiates a petition under the Bankruptcy Act or similar law for protection from creditors, fails to defeat, within 10 days, a filing of any petition to adjudicate such party bankrupt, commits a material act of fraud, other material acts of intentional or criminal misconduct.

9. Subcontracting. Inflow may subcontract any or all of the work to be performed by it under the Agreement with prior written notice to and with the written consent of Customer but shall retain full joint and several responsibility for the work subcontracted.

10. Force Majeure. Inflow's performance shall be adjusted or suspended by Inflow to the extent performance is limited or delayed by reasons beyond Inflow's reasonable control including, without limitation, the following: strikes, work stoppages, fire, water, governmental action, acts of God (including, without limitation, earthquakes, rains, floods or lightning), or public enemy, delays of suppliers, subcontractors, power company, local exchange company, or other carrier. If Inflow is prevented from performing its obligations by a Force Majeure event, Inflow shall give written notice to Customer promptly upon the occurrence of such an event, said notice to include where possible, any plans for a workaround. Such workaround will be implemented as soon as possible, and continue until such times as the end of the Force Majeure event.

11. Warranty Exclusions. The warranty excludes repairs or replacements caused by: (i) damage due to fire, explosion, failure of electrical power, air conditioning or humidity control, power irregularities, power surges, Acts of God (including, without limitation, earthquakes, rains, floods, water damage or lightning), or any other cause not attributable to Inflow; (ii) Customer's failure to follow applicable operation or environmental requirements described in any of the manufacturer's manuals, Inflow's manuals, and other materials provided to Customer, including without limitation manufacturer's product bulletins; (iii) Customer's additions, alterations, modifications, enhancements, repairs to disassembly of, or other maintenance of the Telephone System (whether by Customer itself or using a third party, even if such third party is a phone system vendor) without Inflow's written consent; (iv) mishandling, abuse, misuse or damage to the Telephone System by Customer or a third party; (v) relocation of the Telephone System without Inflow's written consent (other than telephone instruments relocated in accordance with the manufacturer's specifications); or (vi) failures or changes required resulting from the local exchange company, interexchange carrier, the power company or other transmission providers. Inflow may, at its option, terminate its maintenance obligations or perform repairs necessitated by any excluded cause at Customer's request at Inflow's then prevailing rates.



12. General. (a) If Customer issues a purchase order for its own internal purposes, Customer agrees that only the terms and conditions of the Agreement apply and that any term contained in any purchase order submitted to Inflow by Customer which is in conflict with or in addition to this Agreement shall be void. (b) The Agreement is not assignable by either party without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign its rights, duties, and obligations hereunder, without approval of the other party, to a party that succeeds to all or substantially all of its assets (whether by sale, merger, operation of law or otherwise), so long as the assignee agrees in writing to be bound by the terms and conditions of this Agreement; (c) If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled; (d) The waiver by either party of any default will not operate as a waiver of any subsequent default. (e) The Agreement supersedes all prior or contemporaneous proposals, communications and negotiations, both oral and written and constitutes the entire agreement between Inflow and Customer with respect to the purchase of the Telephone System. Any representations, warranties or statements made by an employee, salesperson or agent of Inflow and not expressed in the Agreement are not binding upon Inflow. (f) If any provisions of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby. (g) The Agreement shall not be modified in any way except by a writing and executed by an authorized representative of the party against whom enforcement is sought. (h) No action, regardless of form, arising out of the Agreement may be brought by either party more than two (2) years after the cause of action has accrued. (i) The Agreement is deemed made and GOVERNED BY THE LAW OF THE STATE OF OREGON except for its rules regarding the conflict of laws. (j) All disputes arising under this Agreement shall be brought exclusively the State or Federal Courts located in Portland, Oregon and the parties consent to the personal jurisdiction of those courts. (k) In the event of any conflict between the terms and conditions of the Agreement, Inflow's form attachments, and any other attachment including Customer's request for proposal or similar document, the Agreement shall control over the form attachments, which in turn shall control over any other attachment. (l) The individual executing the Agreement on behalf of each party does hereby represent and warrant that he or she is duly authorized by all necessary action to execute the Agreement on behalf of such party.

13. Nonsolicitation. During the term of this Agreement and for 1 year thereafter: (i) neither party shall, directly or indirectly, induce or encourage any of the other party's employees to leave such employee's employment, or solicit the services of such employees; and (ii) neither party shall hire the other party's employees (or any person who at the time had been employed by the other party within the past 6 months) without the prior written consent of the other party. Notwithstanding the preceding, it is understood and agreed by the parties that this non-solicitation clause shall in no way prohibit either party from employing general recruiting strategies that are not directed specifically towards the other party's employees, including but not limited to, the placement of advertisements or a posting of positions on a website.

[Signature Page Follows]



Village of Wellington FL

Signature: _____

Print Name: _____

Title: _____

Date: _____

Inflow Communications, Inc

Signature: Mike Dolloff

Print Name: Mike Dolloff

Title: Chief Revenue Officer

Date: 2/20/2019