

QUOTE SERVICE AGREEMENT

2013 Clark Road - Unit A
Repair: 630-832-3311
Fax: 630-832-7599
Web Site...www.chicomm.com

Date: March 19, 2025

Company & Contact Information:

Munster Police Dept
Attn: Accounts Payable
1001 Ridge Road
Munster, IN 46321
Contact: Chief Stephen Scheckel
Phone #: 219-836-6655

Customer Number: 7013132
SA Number: 557-05
Date Service Begins: May 1, 2025
Date Service Ends: April 30, 2026
Payment Cycle: ANNUALLY
Purchase Order Number:

No. Units	Description	Monthly Per Unit	Monthly Total	Annually Total
59	Bumper to Bumper slick top	\$16.48	\$972.32	\$11,667.84
			\$972.32	\$11,667.84

Service: The Services performed under this Agreement will fall under one of, or combination of service levels described below.

Maintenance: Unless otherwise stated herein, this Agreement is for the repair of the equipment described above ("Equipment") and includes all parts (component and board level) and labor for the repair ("Service") due to normal wear and tear failures. Either party may request changes within the general scope of this agreement. If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Chicago Communications LLC will agree to an equitable adjustment in the contract price or performance schedule, or both. Chicago Communications LLC is not obligated to comply with requested changes unless and until both parties execute a written change order. Should work be performed outside the scope of this agreement it will be billed at our standard Time & Material rates. Any replacement parts shall be made by the original manufacturer of the equipment or be of equal or better quality.

Warranties: The Services performed under this Agreement shall be subject to the limited warranty set forth in Section 7 of the attached Terms and Conditions.

Exclusions and Limitations: The Services performed under this Agreement shall be subject to the exclusions and limitations set forth below and in Section 3 of the attached Terms and Conditions: (i) First Echelon Maintenance: Covers only the labor to support the Equipment specifically defined in this Agreement; (ii) Dispatch Consoles: This Agreement only covers the radio controlling portion of the dispatch console. Headsets, gooseneck mics, footswitches and ancillary devices such as call checks, alarm boards, telephones, recorders, printers, monitors and CCTV are not covered under this Agreement; (iii) Software: Correction of software problems, installation of software upgrades and software programming services are not covered by this Agreement unless specifically indicated; (iv) Telephone Line Problems:

This Agreement covers the initial phone line problem diagnosis. Any additional services performed by CHICOMM as a result of, or in connection with, the faulty line or circuit will be subject to an additional charge; (v) Interference: This Agreement covers the initial interference diagnosis. Any additional services performed by CHICOMM as a result of, or in connection with, the interference issue(s) will be subject to an additional charge; (vi) Irreparable Equipment: In the event any piece of equipment cannot be repaired, due to replacement parts no longer being manufactured or other specific reasons, CHICOMM will prepare a written explanation of the condition of the equipment and a recommended method of corrective action to be taken.

This Agreement contains further terms and conditions which are stated on the attached or reverse side of this page.

By: _____
Company Representative

Title: _____

Date: _____

Maintenance Contract Coordinator

Date: _____

Service Agreement Terms and Conditions

- 1. THE SERVICE AGREEMENT.** This Agreement between Chicago Communications, an Illinois Limited Liability Company (hereinafter referred to as "CHICOMM"), and the company named on the face side hereof (hereinafter referred to as the "Customer") is the subject to the following terms and conditions, and to those appearing on the face hereof; provided, however, that any terms and conditions inserted on the face side hereof shall be controlling in the event of any conflict thereof with the terms and conditions set forth herein.
- 2. SERVICE DEFINED** A. CHICOMM agrees to provide Services for the Equipment as specified in the Attachments and in accordance with the following standards: (i) Manufacturer parts or parts of equal quality that are new or are warranted as "like new" will be used; (ii) the Equipment will be Serviced at levels set forth in manufacturer's product manuals; and (iii) routine service procedures that are prescribed from time to time by manufacturer for its products will be followed. B. All communication equipment purchased by Customer from CHICOMM ("Additional Equipment") that is part of the same communications system or of similar type as the Equipment covered under this Agreement will be automatically added to this Agreement and will be billed at the applicable rates after the warranty period has expired. CHICOMM may also provide additional services ("Above-Contract Services") at Customer's request that will be billed at CHICOMM's then applicable service rates. C. All Equipment must be in working order on the Start Date of the Agreement or at the time the Equipment is added to the Agreement. Customer must provide a complete serial number and model number list either prior to the Start Date or prior to the time that the Equipment is added to the Agreement and must indicate in the Attachments any Equipment that is labeled intrinsically safe for use in hazardous environments. D. Customer must immediately notify CHICOMM in writing when any Equipment is lost, damaged, or stolen. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which CHICOMM receives such written notice. E. If Equipment cannot, in CHICOMM's opinion, be properly or economically serviced for any reason including excessive wear, unavailability of parts, the state of technology, or the practical feasibility of the scope of Services as specified in the Attachments or CHICOMM Statement of Work, CHICOMM may: (1) modify the scope of Services related to such Equipment; (2) remove such Equipment from Agreement; or (3) increase the price to Service such Equipment. F. Customer must notify CHICOMM or CHICOMM's Subcontractor immediately of any Equipment failure. CHICOMM will respond to Customer's notification in a manner consistent with the level of service purchased as indicated in the Attachments.
- 3. EXCLUDED SERVICES** A. Service does not include the repair or replacement of Equipment that has been improperly installed or has become defective or damaged due to physical or chemical misuse or abuse from causes such as lightning, power surges, or liquids. B. Unless specifically included in the Attachments, Service does not include repair or maintenance of any transmission line, antenna, tower or tower lighting, duplexer, combiner, multicoupler, or battery backup batteries. CHICOMM has no obligation or responsibility for any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium. C. Unless specifically included in the Attachments, Service of Equipment does not include items that are consumed in the course of normal operation of the Equipment, such as, but not limited to, batteries, magnetic tapes, and computer supplies. D. Service does not include upgrading or reprogramming of Equipment; accessories, belt clips, or battery chargers; custom or Special Products; modified units; or software. E. Service does not include certification programs, software support, reprogramming, or modification to Equipment.
- 4. SOFTWARE.** For the purpose of this agreement, the term "Software" means: (i) software or firmware embedded in Products; (ii) free-standing software, provided by Seller to customer that runs on or is associated with the Product. Any software owned by a third party ("Non-Chicago Communications LLC Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense such software. Seller makes no representations or warranties of any kind regarding such Software. Chicago Communications is notified periodically by manufacturers of software / firmware updates in the form of a Service Bulletin. These updates typically fall under one of the two following categories: 1) Repairs to KNOWN software related issues; 2) Software enhancements providing ADDITIONAL features. Any upgrade that provides a fix for a known and documented issue will fall under Chicago Communications LLC responsibility of this agreement. Any other upgrade will be considered outside the scope of this agreement and will be billed on a time and material basis at CHICOMM's then effective hourly rates. Both parties must agree on the course of action and the Customer must provide a Notice to proceed prior to any action being taken. Unless specifically included in the Attachments Service of Equipment does not include the data extraction, recreation, reproduction of templates or rebuilding of servers that have not been properly backed up.
- 5. TIME AND PLACE OF SERVICE WORK.** Service will be provided at the location specified in the Attachments. When CHICOMM performs Service at the Equipment's location, Customer agrees to provide CHICOMM, at no charge, a non-hazardous environment for work with shelter, heat, light, and power and with full and free access to the Equipment. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing that enable CHICOMM to perform its obligations under this Agreement. Unless otherwise specified on the face side hereof, the hours of Service will be between the hours of 8:30a.m. To 4:30p.m., excluding weekends and holidays.
- 6. PAYMENT.** Unless alternative payment terms are stated in this Agreement, CHICOMM will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each within twenty (20) days of the invoice date. Each invoice shall be due and payable whether or not the Equipment is operating. At the election of CHICOMM and upon notification to the customer, CHICOMM may terminate this Agreement if the Customer defaults in any payment to CHICOMM.
- 7. WARRANTY.** CHICOMM warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days beyond the expiration or termination of this Agreement. Customer's sole remedies are to require CHICOMM to re-perform the affected Service or to refund, on a pro-rata basis, the Service fee paid for the affected Service. CHICOMM DISCLAIMS ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 8. DEFAULT / TERMINATION.** A. Customer agrees to provide CHICOMM written notice of any default of this Service Agreement to state the nature of the default. Noncompliance with regulatory laws or disadvantaged business entity requirements may not be cause for default. If CHICOMM does not cure the default within sixty (60) days, Customer may terminate that portion of the Service Agreement that is in default by giving CHICOMM thirty (30) days prior written notice. B. Any dispute will be resolved by mutual agreement. C. Neither party is liable for its non-performance or delayed performance if caused by an event, circumstance, acts of God or act of a third party that is beyond a party's reasonable control (a "Force Majeure").
- 9. LIMITATION OF LIABILITY.** Except for personal injury, death or property damage, CHICOMM's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. CHICOMM WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY CHICOMM PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.
- 10. FCC COMPLIANCE.** Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission ("FCC") or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. If requested, CHICOMM can provide the Customer with forms, advice, and technical assistance, including frequency, modulation and power measurements, to aid the Customer in meeting these requirements.
- 11. RIGHT TO SUBCONTRACT.** CHICOMM shall have the right to subcontract in whole or in part any of the work covered by this Agreement.

Service Agreement Terms and Conditions

- 12. NON-SOLICITATION.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of CHICOMM or its subcontractors without the prior written authorization of CHICOMM. This provision applies only to those employees of CHICOMM or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.
- 13. ASSIGNMENT.** Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.
- 14. ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and can only be modified or amended by a writing signed by a manager or officer of CHICOMM and an authorized agent of the Customer. If the Customer's purchase order is incorporated into this Agreement, any conflict between the terms and conditions contained in the Customer's purchase order and this Agreement shall be controlled by the terms and conditions of this Agreement.
- 15. GENERAL TERMS.** A. If any court renders any portion of this Service Agreement unenforceable, the remaining terms will continue in full force and effect. B. THIS SERVICE AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES WILL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.
- C. Failure to exercise any right will not operate as a waiver of that right, power, or privilege. D. The Service Agreement will begin on the Start Date specified in the Attachments. This Service Agreement will renew, for an additional one year term, on every anniversary of the Start Date unless either party notifies the other of its intention to discontinue the Agreement within thirty (30) days of that anniversary date. At the anniversary date, CHICOMM may adjust the price of the Services to reflect its current rates. E. If the agreement entered into with ChiComm by Customer is a multi-year contract, early cancellation may be done, in writing, at least (30) days in advance of contract's anniversary date. Early cancellation will be charged a fee of (10%) of the remaining term of the agreement payable immediately upon notice of said contract. F. If CHICOMM provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at CHICOMM's then effective hourly rates.