



(EXHIBIT B)
PRODUCT & SERVICE PURCHASE AGREEMENT
CONTRACT NUMBER: _____

TERMS AND CONDITIONS

This Product & Service Purchase Agreement ("Agreement") is by and between the legal entities that have executed this Agreement ("CCS, LLC" and "Client"). This Agreement covers Products and Services for use only in the United States in the ordinary course of Client's business, and not for the purpose of resale by Client.

The parties agree that the terms and conditions of this Agreement will govern the Client's purchase and/or license of equipment, software, and associated wire and cable, ("Products") and installation, maintenance and other related services ("Services") described in this Agreement ("Order"). No other terms and conditions will apply to Client's Order, nor control over this Agreement. If Client submits its Order on Client's own Purchase Order form ("PO"), then the terms and conditions on Client's PO are expressly excluded. If applicable, this Agreement also consists of one or more of the following documents:

- ___ **Schedule A**-Order Summary Form
- ___ **Schedule B**-Services Offerings Summary
- ___ **Schedule C**- Scope of Work
 - Installation Services, Professional Services
- ___ **Schedule D**-Manufacturer's Software License Agreement(s)
- ___ **Schedule E**- Agency Agreement

1. CONTRACT PERIOD A. This Agreement shall be effective from the date of execution by authorized representatives of both parties and shall remain in effect until terminated as set forth in this Agreement.

B. If Client orders Maintenance Service; it will commence on the expiration of the applicable warranty period for the term stated on the Order Summary Form. Upon expiration of the initial term, Maintenance shall automatically renew for successive one year terms at the monthly charges in effect at the time of renewal unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of the initial or any renewal term.

2. ORDERS A. CCS, LLC' acceptance of Client's Order is subject to credit approval and to Client's remittance of the initial payment as set forth on the Order Summary Form (Schedule A) and/or the Scope of Work (Schedule C).

B. Subsequent Orders, excluding Change Orders, with a purchase price or license fee of less than \$10,000 for additions or modifications to the Products and Services acquired hereunder ("Add Ons") may be purchased by Client via telephone, fax, U.S. mail, or email under this Agreement. The price of Add Ons will be CCS, LLC' then current price.

C. When applicable, the parties will mutually agree upon a Scope of Work (Schedule C) that describes the responsibilities of each party with respect to installation or other Services to be provided. The Scope of Work shall be made part of the applicable Order when signed by both parties. Client's failure to perform its responsibilities on the dates specified in the Scope of Work may result in a delay of the Order, or may result in an increase in the prices stated on the applicable Order Summary Form or Scope of Work.

3. IMPLEMENTATION A. The "Delivery Date" is the date CCS, LLC delivers the Products to the Client's location. The "In-Service Date" is the date that Products are substantially in operation in accordance with the manufacturer's standard specifications and any additional documentation accompanying the Product (collectively referred to as "Specifications") and are available for use by the Client.

B. Any mutually agreed upon changes made to the Order before the Delivery or In-Service Date shall be documented on a Change Order form ("Change Order"). The Change Order form shall state the applicable adjustments to the cost of the Order, including any applicable shipping charges or cancellation charges.

C. If Client requests a delay in the Delivery Date or In-Service Date, CCS, LLC at its option may (1) delay the Delivery Date or In-Service Date subject to any increase in the prices and charges on the Order; (2) deliver the Products and invoice Client for the purchase price or license fee plus any applicable charges for Services performed, in which case installation will be rescheduled at a mutually agreeable time; or (3) cancel the Order and bill Client for cancellation charges as set forth in Section 12.

D. CCS, LLC may, at its option, perform a site survey to identify Client's specific installation requirements. If the site survey cannot be performed before CCS, LLC' acceptance of the Order, it will be scheduled by mutual agreement of the parties. Upon completion of the site survey, CCS, LLC will identify and communicate to Client any additional charges that may apply as a result of the site survey on a Change Order. If Client does not agree to such additional charges, client may cancel the Order without liability for cancellation charges.

4. MAINTENANCE SERVICES A. Maintenance Services include all labor and replacement parts and/or Products required by CCS, LLC to provide remedial repair of Products during the warranty period, or for Products covered by an Order for post-warranty maintenance Service ("Maintenance Service"). PARTS AND PRODUCTS REPLACED UNDER MAINTENANCE SERVICE MAY BE NEW, REMANUFACTURED OR REFURBISHED. Any removed parts and/or Products will become the property of CCS, LLC.

B. Maintenance Service coverage will be in accordance with the option(s) described in Service Offerings Summary (Schedule B) and selected by Client on the Order.

C. CCS, LLC may, at its discretion, electronically monitor Products for the purpose of (1) providing accurate remote diagnostics and correcting actions; and (2) determining the applicable renewal charges on the anniversary date of Orders for Maintenance Services charged on a per port basis. Client agrees to cooperate with CCS, LLC in such data collection, including making remote access available to CCS, LLC for this purpose.

D. Any additions made by Client to Products installed at the Client's location, or any additions electronically identified pursuant to Section 4C above shall be automatically added to Maintenance Service coverage either upon warranty expiration of the additional Product or on the anniversary. Products purchased from a party other than CCS, LLC or an authorized agent ("Third Party Products"), are subject to certification by CCS, LLC at CCS, LLC then current rates for such certification. Maintenance Service coverage will be effective immediately after CCS, LLC certifies the Third Party Products. Additions shall be charged at the monthly prices charged by CCS, LLC for the existing Products.

5. WARRANTIES AND EXCLUSIONS A. CCS, LLC warrants that during the warranty period the Products warranted directly by CCS, LLC will operate in accordance with the Specifications. If a Product does not operate in accordance with the Specifications during the manufacturers' warranty

period, Client will promptly notify CCS, LLC. CCS, LLC will, at its option, either repair or replace that Product without charge to Client. The warranty period shall be specified on the Order Summary and shall begin on the Delivery Date, or if installed by CCS, LLC, on the In-Service Date.

B. Except as warranted in 5.A above, CCS, LLC warrants that Services will be performed in a workmanlike manner in accordance with the provisions of this Agreement and any applicable industry standards and government regulations. If CCS, LLC fails to perform the Services as warranted, and Client reports such failure within 30 days of the performance of the Service, CCS, LLC will re-perform such Services.

C. For Products receiving warranty and post warranty service directly from the manufacturer, CCS, LLC will supply Client with the contact information for registration and service requests during the warranty period. If a Product does not operate in accordance with the Specifications during the manufacturer's warranty period, Client will call the manufacturers' Technical Assistance Center ("TAC") and the manufacturer will perform all required warranty work in accordance with the terms of its warranty.

D. EXCEPT AS STATED IN SUBSECTIONS 5A AND 5B ABOVE, CCS, LLC, AND ITS PARENT, RELATED COMPANIES, SUBSIDIARIES AND THEIR AFFILIATES, SUBCONTRACTORS AND SUPPLIERS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

E. The CCS, LLC' warranties provided in this Section 5 are limited to the normal and usual use and operation of the Products by Client in accordance with the manufacturer's standard operating instructions. CCS, LLC' warranties and Maintenance Services do not cover and specifically exclude all claims resulting from the following: (1) abuse or misuse of Products; (2) Client's failure to follow the manufacturer's installation, operation or maintenance instructions; (3) environmental and force majeure conditions listed in Section 14; (4) failure of network carriers or transmission errors experienced over Internet or other facilities; (5) attachment of equipment to Products except through standard interfaces; or (6) loading of software onto Products or any other modification to Products except as approved in writing by CCS, LLC.

F. CCS, LLC does not warrant uninterrupted or error free operation of the Products. In addition, although Products are designed to be reasonably secure, CCS, LLC makes no express or implied warranty that Products are immune from or prevent fraudulent intrusion, unauthorized use or disclosure or loss of proprietary information. Certain features if purchased, such as Password Reset, Conference Mailbox, Skip Password and Monitor Mailbox, when enabled, could be improperly used in violation of privacy laws. By ordering Products with these features or separately ordering such features, Client assumes all responsibility for assuring their proper and lawful use.

G. CCS, LLC shall have no liability for the delay in or failure to perform any Services to the extent that such failure or delay results from the following: (1) delay by Client, any agent or representative of Client; (2) Client's failure to provide environmental conditions, access to the location where the work is to be performed, including without limitation remote access to Products, entrance to buildings, rooms, or sites; network facilities, or any information or other resources which may be set forth in a Scope of Work for installation Services; (3) Client's failure to make payments when they are due; (4) Force majeure conditions as set forth in Section 14.

H. The decision to acquire or use hardware, software (in any form), networks, supplies, facilities or services from parties other than CCS, LLC ("Third Party Products") is Client's, even if CCS, LLC helps Client identify, evaluate or select them. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, CCS, LLC IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS LIABILITY FOR, PERFORMANCE OR QUALITY OF THIRD PARTY PRODUCTS OR THEIR SUPPLIERS, AND THEIR FAILURE TO MEET CLIENT'S EXPECTATIONS WILL NOT AFFECT CLIENT'S OBLIGATIONS TO CCS, LLC.

6. CLIENT'S RESPONSIBILITIES A. In addition to Client's responsibilities set forth elsewhere in this Agreement, Client is responsible for notifying CCS, LLC of the presence of any hazardous material (e.g., asbestos) on Client's premises prior to the commencement of any Services. Client is also responsible for removal of any such hazardous material or correction of any other hazardous condition that affects CCS, LLC' performance of Services. Services will be delayed without any penalty to CCS, LLC until Client removes or corrects any hazardous condition. Client also agrees to notify CCS, LLC prior to moving a Product under warranty or an Order for Maintenance Services. Additional charges may apply if CCS, LLC incurs additional costs in providing Maintenance Services as a result of a move of a Product.

B. If the Product supports Telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) facilities; Client may experience certain compromises in performance, reliability and security, even when the Product performs as warranted. CLIENT ACKNOWLEDGES THAT IT IS AWARE OF THESE RISKS AND THAT IT HAS DETERMINED THEY ARE ACCEPTABLE FOR ITS APPLICATION OF THE PRODUCT. CLIENT ALSO ACKNOWLEDGES THAT, UNLESS EXPRESSLY PROVIDED IN ANOTHER AGREEMENT, CLIENT IS SOLELY RESPONSIBLE FOR (1) ENSURING THAT ITS NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION, AND (2) BACKING UP ITS DATA AND FILES.

7. PRICE AND PAYMENT A. Client agrees to make the initial payment for Products and Services indicated on the Order Summary Form. CCS, LLC will invoice Client for the balance, adjusted to reflect all advance payments and any Change Orders, on the Delivery Date or the In-Service Date, whichever is applicable. Client agrees to pay invoices upon receipt. Any invoices not paid within thirty (30) days after the date on the invoice are subject to a late payment fee of one and one-half percent (1-1/2%) per month or portion thereof, or the maximum amount allowed by law, whichever is lower, on the unpaid balance. Restrictive endorsements or other statements on checks will not apply.

B. Client agrees to reimburse CCS, LLC' attorneys' fees and related costs associated with collecting delinquent payments. Late fees or attorneys fees shall not apply to balances in dispute resolved in the Client's favor.

C. Unless Client provides CCS, LLC with a tax exemption certificate, Client is solely responsible for paying all legally required taxes, including without limitation any sales, excise or other taxes and fees which may be levied upon the sale, transfer of ownership, license, installation or use of the Products, except for any income tax assessed upon CCS, LLC. Client will 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.



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8. TITLE/RISK OF LOSS Risk of loss for Products shall pass to Client on the Delivery Date. Client will acquire good and free title to Products purchased upon full payment of charges invoiced, except that title to software will remain with the manufacturer of the software.
9. SECURITY INTEREST In the event that title shall be deemed to have passed, CCS, LLC reserves the right to file a security interest in the Products until the purchase price and any installation charges are paid in full.
10. SOFTWARE LICENSE Client shall receive the right to use software provided under this Agreement pursuant to the Manufacturer's Software License Agreement in Schedule D or to any shrink-wrapped licenses.
11. EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITY A. THE ENTIRE LIABILITY OF CCS, LLC, ITS PARENT, RELATED COMPANIES, SUBSIDIARIES, AFFILIATES AND SUBCONTRACTORS, (AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS OF ALL OF THEM) AND CLIENT'S EXCLUSIVE REMEDIES FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE: (1) FOR FAILURE OF PRODUCTS DURING THE WARRANTY PERIOD, THE REMEDIES STATED IN SECTION 5; (2) FOR DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR FOR BODILY INJURY OR DEATH TO ANY PERSON FOR WHICH CCS, LLC'S SOLE NEGLIGENCE WAS THE PROXIMATE CAUSE, CLIENT SHALL HAVE THE RIGHT TO PROVEN DAMAGES TO PROPERTY OR PERSON; (3) FOR CCS, LLC'S FAILURE TO PERFORM ANY OTHER MATERIAL TERM OR CONDITION OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER CCS, LLC'S RECEIPT OF WRITTEN NOTICE FROM CLIENT, CLIENT'S SOLE REMEDY SHALL BE TO CANCEL THIS AGREEMENT WITHOUT INCURRING CANCELLATION CHARGES OR CHARGES FOR PRODUCTS AND SERVICES NOT YET PROVIDED; (4) FOR CLAIMS OTHER THAN SET FORTH ABOVE, CCS, LLC'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE/LICENSE FEE OF THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM.
B. EXCEPT TO THE EXTENT PROVIDED IN 11.A. (2) ABOVE, CCS, LLC SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO: LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, LOST, CORRUPTED, MISDIRECTED OR MISAPPROPRIATED DATA OR MESSAGES; AND CHARGES FOR COMMON CARRIER TELECOMMUNICATION SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO PRODUCTS ("TOLL FRAUD"). CCS, LLC SHALL NOT BE LIABLE FOR THE TYPES OF DAMAGES STATED ABOVE WHETHER OR NOT CCS, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY.
12. CANCELLATION/TERMINATION A. Client may cancel the whole or a substantial portion of an Order for Products prior to the Delivery Date, subject to a cancellation charge of twenty-five percent (25%) of the purchase price/license fee for the canceled Products plus the pro-rated cost for any Services performed up to the date of cancellation.
B. Unless otherwise stated in a Scope of Work for Services, Client may cancel an Order for Services subject to payment of a cancellation charge equal to 50% of the total charges for the entire term of the Order, or the total charges remaining as of the date of cancellation, whichever is less.
C. If either party fails to perform any material term or condition of this Agreement and such failure continues for thirty (30) days after receipt of written notice, such failure shall constitute a breach of this

Agreement and the non-breaching party may terminate this Agreement and exercise any available rights subject to the provisions and limitations set forth in Section 11.
13. SETTLEMENT OF DISPUTES Any controversy or claim whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement ("Dispute") shall be resolved solely in accordance with the terms of this Section 13. If a Dispute arises, the parties will attempt to resolve the Dispute through good faith negotiation within forty-five (45) days of notification of the Dispute. If the Dispute cannot be settled through good faith negotiation, parties will submit the Dispute to non-binding mediation conducted by the American Arbitration Association ("AAA") or any other mutually acceptable alternate Dispute resolution organization. Each party shall bear its own expenses but those related to the compensation of the mediator shall be borne equally.
14. FORCE MAJEURE CCS, LLC shall have no liability for delays, failure in performance, or damages due to: fire, explosion, power failures, pest damage, lightning or power surges, strikes, or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, performance or availability of communications services or network facilities, unauthorized use of the Products, or other causes beyond CCS, LLC'S control whether or not similar to the foregoing.
15. ASSIGNMENT Neither Client nor CCS, LLC may assign all or part of this Agreement without the express written consent of the other.
16. SUBCONTRACTING CCS, LLC may subcontract all or part of the Services to be performed under this Agreement, but will retain responsibility for the work to the extent of the warranties provided in Section 5.
17. NON-SOLICITATION - Neither party shall solicit for employment any personnel of the other party who has performed work for or received Services from the other party under this Agreement during or within twelve (12) months of the performance of such Services.
18. GENERAL A. Any supplement, modification or waiver of this Agreement must be in writing and signed by an authorized representative of both Client and CCS, LLC.
B. If either Client or CCS, LLC fails to enforce any particular right or remedy available under this Agreement, that failure will not be considered to be a waiver of any other right or remedy available under this Agreement.
C. This Agreement is for the sole benefit of the parties and there are no intended third party beneficiaries of this Agreement.
D. If any provision of this Agreement is found to be illegal or unenforceable, that finding will not affect the validity of the remaining provisions of this Agreement, and a valid provision that most closely approximates the economic effect and intent of the illegal or unenforceable provision will be substituted for it.
E. All notices and other communications pertaining to this Agreement must be in writing, and will be considered to have been given on the date of receipt if personally delivered, or on the fifth business day after mailing if sent by certified mail, return receipt requested, postage prepaid, at the addresses identified at the beginning of this Agreement.
F. The substantive and procedural laws of the state of CCS, LLC'S principal place of business, without regard to any otherwise applicable choice or conflict of laws provisions, will govern this Agreement.
G. THIS AGREEMENT, INCLUDING ALL SUPPLEMENTS EXECUTED BY THE PARTIES AND ATTACHED HERETO OR REFERENCING THIS AGREEMENT, IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED HEREUNDER AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, COMMUNICATIONS BETWEEN THE PARTIES AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL.

Each of the parties has caused this Agreement to be executed as of the date written below its signature.

CLIENT

CCS, LLC ENTITY:

(Legal Entity Name)

(Legal Entity Name)

(Authorized Signature)

(Authorized Signature)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)