

HUG (Harris Utility Group) BillPay Kiosk

Floor Standing, Full Service (Credit Card, Check & Cash)

Prepared For:

Steve Drazner | CFO/Treasurer
Village of Oak Park
708-358-5462 | sdrazner@oak-park.us

Quote Date: 07/13/21
Quote No: WWW- 01

Prepared By:

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Proprietary Notice:

This document includes information that shall not be disclosed outside the relationship between DynaTouch Corporation and the person, agency, or organization (the "Client") to which this document has been issued. This document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the information contained within.

Variables

Total #Kiosks	Qty
Total #Sites	1

Hardware Options

- Mag stripe card reader?	Yes
- Check scanner?	Yes
- Cash acceptance kit?	Yes
- Cradlepoint Cellular Router device (Cellular data plan sold separately)?	Yes

Software Options

Include HUG Credit Card Payment Module?	Yes
Include HUG Check Payment Module?	Yes
Include HUG Cash Payment Module?	Yes
Include HUG Administration Portal?	Yes

Service & Support Options

Include On-Site Hardware Installation?	Yes
Include Telephone Support for Hdw Installation by Others?	No
Include On-Site Training?	Yes
Include Webinar Training?	No
Include On-Site Hardware Maintenance?	Yes
Include Antivirus, Security & Patch Management Services?	No
Include Cellular Data Services?	No



Pricing Options

Kiosk Purchase w/ Annual Support

Item Description	Qty	Unit Price	Extended
HUG Bill Pay Kiosk Hdwr, Sftw & Support Package	1	20,775.00	20,775.00
Configuration & Customization Services	1	11,020.00	11,020.00
Implementation & Deployment Services	1	6,190.00	6,190.00
Year 2 Maintenance & Support	1	6,749.00	6,749.00
Year 3 Maintenance & Support	1	6,948.00	6,948.00
Total For Base Period (Including Year 2&3 Maintenance/Support)			\$ 51,682.00
Year 4 Renewal Maintenance & Support			\$6,749.00

(Prices valid for 90 days from above date; does not include any applicable sales taxes.)

Estimated Delivery: 10-12 Weeks ARO (a firm delivery date will be confirmed upon receipt of order)

Payment Terms: Net 30 Days

CAGE: ORU33 | DUNS: 05-852-5239 | CEC: 05-953-533-G | TAX ID: 74-2193178

DynaTouch is a fully-owned subsidiary of Harris Computer Corporation

Bill of Materials

HUG Bill Pay Kiosk

Description	Qty	Unit	Notes
HUG Bill Pay Kiosk Hdwr, Sftw & Support Package			
Hardware (Floor Standing Kiosk w/ 22" Touchscreen)	1	Each	
Enclosure			
- Metal kiosk enclosure w/ durable, scratch resistant powdercoat finish			
- LED light box for graphics			
- Standard powdercoat color (6 color choices)			
- 1 accent color (6 color choices)			
- Amplified dual-speaker sound system			
- External audio headset connector			
- Hinged access door for servicing components			
- Lock and key entry			
- Topple resistant base plate			
- All data and power cables, surge suppressors, vents, fans			
Components / Peripherals			
- 21.5" LCD touchscreen monitor, USB interface			
- Small form factor PC w/ high-speed Intel processor and Windows 10 Pro (64 bit)			
- Bar code scanner (to scan bill stubs)			
- 80mm thermal receipt printer			
- Video camera (web cam)			
- 802.11 wireless connectivity			
Packing/Shipping/Handling			
- Packaging (for Continental U.S. delivery)			
- Shipping (Continental U.S., inside delivery)			
Overall Dimensions			
65"H x 25.5"W x 22"D			
<u>Hardware Options</u>			
- Mag stripe card reader	1	Each	
- Check scanner	1	Each	
- Cash acceptance kit	1	Each	
1200 note bill validator			
High security lock w/ 2 keys			
Secure locking box for cash handling			
Additional locking box for cash handling	1	Each	
- Cradlepoint Cellular Router device (Cellular data plan sold separately)	1	Each	
Software Subscriptions (Software as a Service)			
<u>Payment Software</u>			
HUG Credit Card Payment Module	1	Each	
HUG Check Payment Module	1	Each	
HUG Cash Payment Module	1	Each	
HUG Administration Portal	1	Each	
<u>Kiosk Management Software</u>			
TIPS Pro Plus (Kiosk Client Module)	1	Each	
TIPS Remote Monitoring Module	1	Each	
Support Services			
Live Help Desk Support (Mon-Fri, 7am-7pm)	1	Each	
Component Repair/Replacement	1	Each	
On-Site Maintenance Support (CONUS)	1	Each	
Proactive Remote Monitoring Services	1	Each	
Antivirus, Security & Patch Management Services	0	Each	Not Included
Cellular Data Service	0	Each	Not Included

Powered by
TIPS Kiosk Management Software

Already approved to operate on government networks!



Configuration & Customization Services			
GUI Configuration & CIS Integration	1	Lot	Included
Includes an allowance for services to configure the HUG Bill Pay Kiosk for Client's payment flow process, as well tailor the solution to the specific CIS and Payment Processing providers. Should the system design and configuration requirements identified during the Requirements Definition effort exceed this allowance, additional charges may apply. A firm estimate will			
Project Kickoff & Preliminary Design Discussions	1	Each	
Solution Design & Implementation Planning	1	Each	
Customized Skin (logo only)	1	Set(s)	
Customized Attract Loop Graphics (logo and color)	1	Set(s)	
CIS Integration	1	Each	
Custom Integration for Cityview	1	Each	
Merchant Services Integration	1	Each	
End-User Testing & Support	1	Each	
Custom Content Options			
Customized Skin (logo and 1 accent color)	0	Set(s)	
Custom Attract Loop Graphics / Digital Signage	0	Each	
Other (please specify)	0	Each	
Kiosk Powdercoat & Signage Customization			
Alternate Powdercoat Color	0	Set(s)	Not Included
Non-Standard/Custom Powdercoat Color	0	Set(s)	Not Included
Services to Tailor Kiosk Signage Artwork Templates (logo)	1	Set(s)	Included, Optional
Services to Create Custom Kiosk Signage Artwork	0	Set(s)	Not Included
Implementation & Deployment Services			
Pre-Shipment Services			
Hardware/Software/Content Integration & Testing (Standard Kiosk)	1	Each	
Antivirus, Security & Patch Management Setup Services	0	Each	Not Included
Cellular Data Setup Services	0	Each	Not Included
Site Coordination by Project Manager	1	Site(s)	
Post-Shipment Services			
On-Site Hardware Setup & Installation (Standard Kiosk, CONUS)	1	Each	Included, Optional
Return Trip Charge if Site Not Ready (CONUS)	0	Each	Not Included
Telephone Support for On-Site Setup/Installation by Others	0	Each	Not Included
On-Site Training by DynaTouch Professional (CONUS)	1	Each	Included, Optional
Webinar Training by DynaTouch Professional	1	Each	Included, Optional
Post-Installation Professional Services	4	Hours	Included, Optional

Renewal / Option Years

Description	Qty	Unit	
Maintenance, Subscriptions & Ongoing Support Services			
Software Subscriptions (Software as a Service)			
Payment Software			
HUG Credit Card Payment Module	1	Each	Included, Optional
HUG Check Payment Module	1	Each	Included, Optional
HUG Cash Payment Module	1	Each	Included, Optional
HUG Administration Portal	1	Each	Included
<u>Kiosk Management Software</u>			
TIPS Pro Plus (Kiosk Client Module)	1	Each	
TIPS Remote Monitoring Module	1	Each	
Support Services			
Live Help Desk Support (Mon-Fri, 7am-7pm)	1	Each	
Component Repair/Replacement	1	Each	
On-Site Maintenance Support (CONUS)	1	Each	Included, Optional
Proactive Remote Monitoring Services	1	Each	Included, Optional
Antivirus, Security & Patch Management Services	0	Each	Not Included
Cellular Data Service	0	Each	Not Included
Post-Installation Professional Services	4	Hours	Included, Optional



SERVICES & SUPPORT

DynaTouch, 9901 Broadway, San Antonio, TX 78217
sales@dynatouch.com | www.dynatouch.com | (210) 828-8343

Implementation & Deployment Services

Pre-Shipment Hardware/Software/Content Integration & Testing

DynaTouch assembles, integrates and tests all kiosk and tablet hardware components in house, then installs all software and content prior to shipment. to assure plug-and-play readiness upon delivery. Pre-shipment services include, but are not limited to:

- Installation of necessary hardware drivers, certificates, etc.
- Installation of all peripheral devices
- Installation of kiosk signage
- Pre-installation hardware QA/QC
- Pre-installation software/content QA/QC

Project Management & Site Coordination (Pre-Installation)

A highly qualified, experienced team member will be assigned as Project Manager to ensure that your kiosks arrive on time and on budget. The Project Manager will work closely with the Program Manager to identify and document the details (graphical, technical and informational) required to provide the kiosk functionality you need. Upon finalizing the design and throughout the production phase, the Project Manager will coordinate activities of DynaTouch graphic designers, data entry personnel, hardware technicians, programmers, and assistive technology SMEs, to ensure that your kiosk meets or exceeds all requirements.

The Project Manager will also provide site coordination with the local Client Site Manager, kiosk shipping company and kiosk installation technician, to include:

- 1) Advising Client on requirements for system installation
- 2) Verifying site readiness prior to installations, including Internet service
- 3) Coordinating schedules for on-site technicians, based on Client availability and preferences

Kiosk Hardware Setup & Installation (Included)

This option includes services to unpack and position the kiosk, validate unit is operational and perform diagnostics (no training included). The Client is responsible for establishing and confirming all network connections and completing other physical site preparations (power, network connections, etc.) by an agreed upon date.

Telephone Support for Hardware Setup & Installation by Others (Optional)

This option includes telephone support from an experienced DynaTouch technician for setup and installation by others.

On-Site Training by DynaTouch Professional (Included)

This option includes on-site professional instruction by an experienced DynaTouch team member on how to use the TIPS administrative software included in the solution. If hardware is supplied by DynaTouch, training also includes instruction on the day-to-day upkeep and operation of system hardware.

Webinar Training (Optional, Not Included)

This option includes professional instruction by an experienced DynaTouch team member via webinar on how to use the TIPS administrative software included in the solution.

Ongoing Support Services

Standard Warranty

All TIPS kiosks are delivered with a full-service (parts and labor) warranty on all hardware for a period of one (1) year starting from the 1st day of the month after shipment. This specific quote extends that warranty and all associated services to (3) years. All costs associated with the repair or replacement of hardware components are covered, including parts and labor, with the exception of damage due to improper use, vandalism or acts of nature. Non-covered repairs are subject to additional time-and-materials charges, based on prevailing rates. (NOTE: Does not include normal day-to-day upkeep and operation of the kiosk, including replenishing the printer paper supply, correcting paper jams, cleaning the monitor or other kiosk surfaces, etc.).

Core Support

Live Help Desk Support for Kiosk Software

During the warranty or support service period, unlimited help desk support is provided, Monday-Friday (excluding major holidays), 7am-6pm U.S. Central Time. Weekend or extended service coverage can be provided upon request. The DynaTouch Help Desk is staffed with experienced, top-level technical support representatives. Representatives will respond to faxes, emails, or voice messages as soon as possible after receipt, but no later than within four (4) business hours. In all cases, the DynaTouch team will proactively determine whether any problem resolution should be applied to other kiosks.

Software Assurance/Maintenance

Software assurance/maintenance is provided for all TIPS software during the covered warranty, maintenance and/or subscription periods. Software updates/upgrades are provided as they are released.

Subscription to TIPS Cloud - Kiosk Administration Portal

Password-protected web-based account where authorized administrators can submit problem notices, view system status, upload new attract loop graphics savers, manage authorized URLs, and view/print usage data.

- o System Status Data Processing & Reporting
- o Usage Data Processing & Reporting
- o Attract Loop Graphics Management
- o Authorized URL Editor

Hardware Support

Component Repair/Replacement

Includes services to repair or replace any/all kiosk components supplied by DynaTouch during the warranty/maintenance period. Costs to resolve problems of any kind, including all parts, labor and other expenses are fully covered, with the exception of damage due to improper use, vandalism or acts of nature. Non-covered repairs are subject to additional time-and-materials charges, based on prevailing rates. Services do not include routine operation and upkeep of the system, such as cleaning the LCD, calibrating the touchscreen, replenishing the printer paper supply, correcting paper jams, etc. In cases where repair or replacement of equipment is not possible due to obsolescence, DynaTouch may opt to discontinue maintenance and refund all charges for the remaining term. In such cases, DynaTouch will propose and customer will have the option of upgrading obsolete equipment at an additional cost.

On-Site Hardware Maintenance Support (U.S. Only)

If included in price quote, local technicians authorized by DynaTouch will provide on-site repair or replacement of covered components. On-site services are available for any customer site within a 25-mile radius of a major metropolitan area within the U.S. or other designated service area. On-site response by a DynaTouch technician or service affiliate is guaranteed within 12 business hours, 9 a.m. to 5 p.m. Central Time, Monday through Friday, excluding major holidays (morning calls responded to by next business day, afternoon calls on or before second business day following). Customer agrees to put forth reasonable efforts to help identify and, if possible, correct problems prior to dispatch of service personnel to the kiosk location, in order to expedite remediation.

Depot Hardware Maintenance Support

If on-site services are not included (see above), components diagnosed as malfunctioning must be shipped prepaid, at customer expense, to our facility in San Antonio, Texas or other designated point of service. Most replacement parts are kept in stock, allowing for the repair or replacement to be completed and ready for return shipment within 1-2 days of receipt. Customer is required to pay inbound freight only; return freight by DynaTouch is included. Comprehensive telephone assistance and instructions are provided in all cases.

Proactive Remote Monitoring Services

If included in the price quote, DynaTouch Customer Service personnel will provide proactive services to monitor system uptime and operating status, and notify appropriate personnel if problems arise.

Software Subscriptions (Software as a Service) & Hosting Services

Includes annual renewal subscriptions for software and optional content modules, as well as hosting services for associated display, editing and reporting tools.

Antivirus, Security & Patch Management

DynaTouch installs all the latest operating system updates on new kiosk computers prior to shipment. Due to the ever-changing vulnerabilities associated with Microsoft operating systems, local kiosk administrator(s) are responsible for updating their installed kiosks with critical updates and service packs as they become available, in similar fashion to updates performed on other computers on their network.

Because Clients often have their own preferences and/or enterprise licenses for antivirus protection, antivirus software is not included in the standard kiosk configuration. Although the kiosk is isolated from many of the usual vectors for infection (they don't receive e-mail or allow downloads, and only navigations to pre-approved websites are allowed), DynaTouch strongly recommends that antivirus software be installed on all kiosks. Owners/administrators are responsible for installing antivirus software themselves and ensuring that virus definition files are kept current. It is also important that the kiosk be protected by a suitable hardware or software firewall. This functionality is adequately provided by the Windows operating system.

Terms & Conditions

Delivery

10-12 weeks after receipt of deposit (see Payment section below)

FOB Shipping

Delivery date will be confirmed upon receipt of order.

Warranty

DynaTouch hereby warrants that each component manufactured or supplied directly by DynaTouch will be free of defects in material and workmanship for a period of one (1) year after shipment (the ""Warranty Period""), with optional extended warranties offered (see Quote details) for the term of this Agreement (3 years). During the Warranty Period, if On-Site Maintenance Services are NOT included, Customer shall return defective parts to DynaTouch at Customer's expense. DynaTouch shall repair or replace any defective component within thirty (30) days of receipt, at DynaTouch's expense, including all return shipping expenses. Notwithstanding the foregoing, this warranty shall include, without limitation, all metal and plastic parts, fabrications, and formations whether or not a warranty is provided by the manufacturer, subcontractor, or supplier thereof. DynaTouch does not warrant any component supplied by customer or its suppliers. DynaTouch's warranty may be voided by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by Customer or Customer's service organizations, removal or alteration of part identification, or failure caused by a product for which DynaTouch is not responsible.

Shipping

Shipping of the kiosk(s) to the client site(s) is included in the within and foregoing Quote. Upon non-renewal or termination, the Customer may be responsible for any return shipping costs.

Limitation of Liability

DynaTouch and Customer recognize that circumstances may arise entitling the Customer to damages for breach or other fault on the part of DynaTouch arising from this Agreement. The parties agree that in all such circumstances the Customer's remedies and DynaTouch's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

- i. EXCEPT FOR ANY LIABILITY RELATED TO THE THE THIRD-PARTY INTELLECTUAL PROPERTY INDEMNITY PROVIDED HEREIN BELOW OR DAMAGES CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF DYNATOUCH, BOTH PARTIES AGREE THAT DYNATOUCH'S ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE TWICE THE FEES PAID TO DYNATOUCH BY THE CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE TIME THAT THE CLAIM AROSE.**
- ii. IN ADDITION TO THE FOREGOING, DYNATOUCH SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**
- iii. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRR ESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT, OR TORT.**
- iv. UNDER NO CIRCUMSTANCES WILL DYNATOUCH BE RESPONSIBLE FOR ANY SERVICES RELATED TO THE RECEIPT OF CASH FROM CUSTOMERS (INCLUDING THE QUALITY OF BILLS TENDERED) OR ITS REMOVAL VIA ARMORED CAR OR OTHERWISE.**

Intellectual Property Indemnity

The right to use any software provided by DynaTouch (the "Software") is pursuant to the following conditions:

1. In the event there is a third party claim against Customer alleging that Customer's use of the Software in accordance with this Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trademark or trade secret or other intellectual property that is valid and enforceable in Customer's jurisdiction, DynaTouch shall, at its expense, defend and indemnify Customer and pay any final judgment (including all damages awarded against Customer) against Customer or settlement agreed to by DynaTouch on Customer's behalf. This indemnity is only effective where (i) Customer has not made any admissions or begun settlement negotiations either prior to or after providing notice to DynaTouch of the applicable claim except with DynaTouch's prior written consent, (ii) DynaTouch has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iii) Customer assists and provides information to DynaTouch throughout the action or proceeding, and (iv) Customer has not modified the Software in any manner whatsoever except with the prior written consent of DynaTouch.
2. DynaTouch' liability for any claims under this Intellectual Property Indemnity section shall be reduced to the extent such claim arises from;
 - i. alterations or modifications to the Software by Customer or a third party in any manner whatsoever except with the prior written consent of DynaTouch;
 - ii. combination, integration or use of the Software with software, hardware or other materials not approved by DynaTouch where such claim would not have arisen but for such combination, integration or use;
 - iii. use of the Software other than in compliance with this Agreement;
 - iv. compliance with the Customer's written instructions or specifications; or
 - v. use of the Software after notice from DynaTouch that it should cease due to possible infringement.
3. Any breach by Customer of its covenants under this Intellectual Property Indemnity section shall nullify this indemnity but not the sole right of DynaTouch to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the Customer's use of the Software is finally held to be infringing or DynaTouch deems that it may be held to be infringing, Customer agrees that the only remedy available to it is that DynaTouch shall be, at DynaTouch's election, for DynaTouch to: (1) procure for the Customer the right to continue use of the Software; or (2) modify or replace the Software so that it becomes non-infringing.
4. The foregoing states DynaTouch's entire liability, and the Customer's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trademark, trade secret or other intellectual property and property interest rights relating to the Software, or any part thereof or use thereof.
5. Customer may, at Customer's sole cost and expense, retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances related to the proceeding.

6. The indemnity provisions of this Intellectual Property Indemnity section shall not apply to any Third Party Software and DynaTouch shall have the right to substitute the licensor of the Third Party Software to perform DynaTouch's obligations hereunder and the Customer agrees to release DynaTouch from any obligations related to such Third Party Software.

Software Rights Granted and Reserved

The right to use any software provided by DynaTouch (the "Software") is pursuant to the following conditions:

1. The Software may be used by the Customer only as specifically provided in this Agreement or in a writing signed by DynaTouch.
2. Customer shall use the Software as provided and shall not (i) modify for any purpose other than in connection with Customer's primary business or operations; (ii) disassemble, decompile, reverse engineer, defeat license encryption mechanisms, or translate any part of DynaTouch Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivative works of DynaTouch Software; (iv) rent, lease, lend, or use the Software for time-sharing or bureau use or to publish or host platform for others to use; or (v) take any actions that would cause the Software or to become subject to any open source or quasi-open source license agreement. Customer shall be wholly liable to DynaTouch for any misuse of the Software.
3. DynaTouch Software is licensed, not sold. Customer acknowledges that the Software, and all copies thereof and trade secrets and other intellectual property rights related thereto, are and shall remain the sole and exclusive property of DynaTouch. Except as expressly permitted herein, Customer agrees not to disclose or otherwise make available any part of the Platform to any third person.
4. Customer agrees to take reasonable and necessary precautions to secure and protect the kiosks and the Software. Customer shall defend, indemnify and hold harmless DynaTouch for any losses or damages caused by a failure of kiosk site security and criminal misconduct directed at or involving or impacting the kiosk(s).

Payment

50% deposit due with order; balance due when ready to ship. We reserve the right to amend your payment terms if requested credit information is insufficient. Credit card purchases acceptable. DynaTouch accepts VISA and MasterCard. Credit card orders require full cardholder information at the time of placing an order. The Tender of Delivery Notice may be transmitted electronically. State resale license required for nontaxable purchases in the state of Texas.

Return Policy

All sales are final

Late Charge

If DynaTouch does not receive payment of said amount due by the due date, a late charge will be assessed beginning on that day and continuing each day thereafter until all amounts due are paid in full. The late charge will be the lesser of (a) maximum amount permitted by applicable law or (b) 1.75% per month, or 21% per annum, of the total of the Balance Due, whichever is less.

Maintenance Contracts

All charges for maintenance contracts, regardless of the length of the contract, are due in full as of the effective date of the contract, unless arrangements are made for other payment terms prior to purchasing by calling 210-828-8343.

Storage

A storage fee of \$50 per unit per month will be assessed starting 30 days after the Tender of Delivery Notice is sent.

Security Interests

DynaTouch reserves a purchase money security interest in all products purchased to secure payment. You agree to cooperate with any filings necessary to protect such security interests, as and if requested.

Default

You are in default of this Agreement if you: (a) fail to pay the Balance Due by the due date, (b) breach any other term or condition of this Agreement, (c) have made a material misrepresentation or misstatement in the Application, financial statement or other document submitted to us in connection with this Agreement, (d) become the subject of a bankruptcy, receivership or other insolvency proceeding. If you default on this Agreement, we may (i) declare all amounts owed on this Agreement to be immediately due and payable, (ii) commence a collection action for all amounts owed on this Agreement, (iii) retain and/or repossess all goods purchased on this Agreement and otherwise foreclose and enforce our Security Interest in accordance with applicable law, (iv) exercise all other rights and remedies accorded to us by law. You agree to pay our costs of collection, including reasonable attorney's fees and expenses.

Warranty Disclaimer:

EXCEPT FOR THE STANDARD WARRANTY (ABOVE) AND ANY EXPRESS WARRANTIES SET FORTH HEREIN, DYNATOUCH DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES OF ANY NATURE. DYNATOUCH WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR FOR ANY DAMAGES OR DELAYS CAUSED BY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, LABOR PROBLEMS, SHORTAGE OF GOODS OR RAW MATERIALS, FIRE, FLOOD, WEATHER OR OTHER ACTS OF GOD.

Credit Approval

This Agreement shall not be effective and binding on us and this Agreement shall not be active until such time as we have advised you it has been approved by our Accounting Office.

Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of Illinois. Venue for any action relating to this Agreement shall be in the federal courts for the County of Cook, State of Illinois; provided, however, that if subject matter jurisdiction is improper in said federal courts, the state courts for said state and county shall have jurisdiction.

Assignment

DynaTouch may not sell, assign and/or transfer any or all of this Agreement or any balances due thereunder without your consent which consent shall not be unreasonably withheld. You may not sell, assign or transfer your Obligation without DynaTouch's consent which consent shall not be unreasonably withheld

Entire Agreement

This Agreement constitutes the entire agreement between you and DynaTouch and supersedes all of our prior written and oral agreements and understandings relating to the subject. DynaTouch may at any time, subject to applicable law, change or alter the terms and conditions stated herein governing the Agreement. DynaTouch, within this agreement is referred to as "DynaTouch" and the words "you" and "your" refer to the Customer for which this quote is being processed. This Agreement will not be interpreted more favorably for or against a party on account of drafting.

Village of Oak Park

Signature: _____

Name: _____

Title: _____

Date: _____

DynaTouch

Signature: _____

Name: _____

Title: _____

Date: _____

Ship To (Please Complete)
