



## TELECOMMUNICATIONS PROGRAM AGREEMENT

This Agreement (“Agreement”) between Peerless Network and Suburban Purchasing Cooperative (“the SPC”) is the third of four (4) possible one-year contract extensions on the SPC Telecommunication Services Vendor for Term Contract (#188) from June 1, 2002 through May 31, 2023.

Whereas, Peerless Network provides communication services, including but not limited to local voice, long distance, Toll Free, internet and data circuits, SIP, Unified Communications, managed equipment and software licenses, and platform communications as a service (CPaaS) (collectively, the “Services”); and

Whereas, Peerless Network will provide a telecommunications program to the SPC which includes the Services to benefit its members (“the Members”) and all eligible contract participants; and

Whereas, Peerless Network will provide the Program to the SPC and its Members, on the terms and condition stated below.

Therefore, for good consideration, Peerless Network and the SPC agree as follows:

1. Peerless Network’s Obligations:

- a. Provide the Services to Members which enter into Peerless Network’s standard Portal Terms and Conditions<sup>1</sup>(“Customer Agreement”).
- b. Offer all Members and eligible entities the same discounts and terms for the Services, regardless of the size or overall volume of the Member. All public agencies as defined by the Illinois Governmental Joint Purchasing Act, as well as not-for-profit agencies that qualify under Section 45-35 if the Illinois Procurement Code are eligible to participate in SPC Joint Purchasing Programs. Peerless shall market the program to all eligible entities.
- c. Provide customizable billing options to Members.
- d. Provide access to the Peerless Network Portal and the Peerless Network Portal Video Library.
- e. Advertise in the SPC’s publications to promote educational outreach and the Program.
- f. Participate in the SPC’s conferences or vendor fairs to promote the Program.
- g. Keep the Member list furnished by the SPC pursuant to Section 2.d. below confidential, and not use it for any purpose other than performing its obligations under this Agreement.
- h. Pay the SPC quarterly fee (the “Administrative Fee”) of 2% of monthly recurring revenue for Services (“Commissionable Revenue”)<sup>2</sup> if (1) the SPC continues to endorse and market the Program and Peerless Network as Contract #188 vendor, or (2) the SPC Member(s) and eligible entities utilize and pay for Services governed by the Peerless Customer Agreement. As a SPC Program vendor, Quarterly payments shall be paid directly by the vendor to the Northwest Municipal Conference (NWMC) on behalf of the SPC on a quarterly basis (April 30, July 31, October 31 and January 31) submitted with detailed Excel usage reports.
- i. A one-time 1% retro-active administrative fee payment will be paid to the SPC for the period of November 1, 2021 thru May 31, 2022 immediately upon execution of this contract extension.

<sup>1</sup> Peerless’ Portal Terms and Conditions are located at <https://www.peerlessnetwork.io/terms>.

<sup>2</sup> Commissionable Revenue does not include taxes, fees, and surcharges.



2. The SPC's Obligations. The SPC shall:

- a. Enter into the third of four possible one-year extensions with Peerless Network from June 1, 2022 through May 31, 2023. The SPC reserves the right to extend the contract for one final one-year term upon mutual agreement of both Peerless and the SPC on a negotiated basis.
- b. Include, in any new Member introductory material, a description of the Program and contact information for Peerless Network.
- c. Publicize the Program to the SPC members through its website and publications.
- d. Provide a list of the SPC Members to Peerless Network and keep that list updated on a semi-annual basis.
- e. Endorse the Program and Peerless Network as the vendor for Suburban Purchasing Cooperative Contract #188 and encourage Members to participate in the program. This agreement is for the third of four possible one-year contract extensions, which term runs from June 1, 2022 through May 31, 2023.
- f. Additional Terms.
  - a. Term and Termination. This Agreement may be extended for one final one-year term upon mutual agreement of both the SPC and Peerless on a negotiated basis except that either party may terminate this Agreement upon 30-days written notice to the other party no more than 90 days prior to the expiration of any one-year contract extension term. Upon termination, Peerless Network will cease marketing the Program and the Administrative Fee will no longer be paid.
  - b. Effect of Agreement. Neither party intends, by entering into this Agreement, to make any representations, warranties or guaranties about the qualities or performance of the Services. Any such representations, warranties or guaranties must be contained in the individual Customer Agreements. Members are not third-party beneficiaries of this Agreement.
  - c. Nothing in this Agreement is intended or shall be construed to create a partnership or joint venture relationship between the parties. Neither party has a right to contract or create obligations on behalf of the other.
  - d. This Agreement may only be amended in writing signed by both parties.

Signed:

Northwest Municipal Conference (NWMC) on behalf of the Suburban Purchasing Cooperative (SPC)

DocuSigned by:  
 (the SPC name) Ellen Dayan  
 By (signature): Ellen Dayan  
 Print Name: Ellen Dayan  
 Its (Title): Purchasing Director, NWMC  
 Date: 6/1/2022

**Peerless Network, Inc.**  
 DocuSigned by:  
 By (signature): Steve Hwang  
 Print Name: Steve Hwang  
 Its (Title): GM Enterprise Business Unit  
 Date: 6/1/2022