

## **Terms and Conditions**

- 1. **Contracting Parties**. This Implementation Agreement ("Agreement") is binding between the Customer ("Customer" or "Lowndes County 911") and PowerPhone as of the date this agreement is signed.
- 2. **Incorporation by Reference and Integration**. This Agreement is incorporated by reference into and governed by the terms and conditions of the most current PowerPhone Master Services Agreement ("Master Agreement"), which can be found at <a href="https://www.powerphone.com/msa">https://www.powerphone.com/msa</a>. The provisions of this Agreement supersede any conflicting provisions contained in any other prior or concurrent written or oral agreements unless otherwise noted in this document.
- 3. **Software, Professional Services, and Educational Services**. Listed in the Pricing section above are the Software products, Professional Services, and Educational Services for which Lowndes County 911 is agreeing to pay for under the terms outlined in this document.
- 4. **Definitions**. Capitalized terms in this Agreement have the meaning ascribed to them in the Master Services Agreement unless defined otherwise herein.
- 5. **Renewal**. This agreement will automatically renew annually unless written notice is provided to PowerPhone 30 days before renewal date.

## **AGREED TO AND ACCEPTED:**

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this Agreement.

<u>Please sign below indicating your acceptance of the terms of this Agreement and Authority to enter into this</u>

Agreement.

For Lowndes County 911:	
Signature:	Date:
Name:	Title:
For PowerPhone:	
Signature:	Date:
Name:	Title:

