

# Contract

Prepared For: Jeremy Noone  
 Whatcom Transportation  
 4011 Bakerview Spur Road Bellingham WA 98226 United States



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 Kalamazoo, MI 49007  
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Contract made between TBA, Inc. dba. Easy On Hold, a Michigan corporation at 401 East Michigan Ave., Suite 202, Kalamazoo, Michigan, 49007, USA, INC. (The Service), and Whatcom Transportation (The Client) located at 4011 Bakerview Spur Road Bellingham WA 98226 United States

Product	Contract/License	Billing Cycle	Qty.	Price	Sub Total
<b>2C-BAS Loaner (Streaming)</b> The EOH 2-Channel Business Audio System delivers audio to your phone and/or overhead system from custom URL stream.	1 Year	Annually	1	\$0	\$0
<b>Streaming Music On Hold</b> Vibrant, modern music tracks from Universal Publishing Group, the world's largest music library, provided by custom URL stream. Background tracks are ideal for on hold message production or for elegant phone system queues. Licensed for single non-call center location.	1 Year	Annually	1	\$365	\$365

**One Year Total: \$365**  
**Grand Total: \$365**

**Contract Length.** This contract will be in effect from 5/22/2022 through 5/21/2023. Upon contract completion, The Client has the option to renew the contract at The Service’s prevailing rates.

## 2C-BAS Loaner (Streaming)

**Equipment.** The Business Audio System device (2C-BAS) is a Service receiver via the internet. At no time is The Service responsible for the connection to, or the performance of, The Client’s telephone system. The Subscriber understands that the Service will provide installation assistance via the device manual and our tech support helpdesk.

The Subscriber agrees to locate the device(s) in an environment conducive to the operation of electrical equipment. The Subscriber understands and acknowledges that tampering with the device, including opening the device enclosure and disassembly of any kind, is prohibited and may result in a replacement charge of \$475.

If Service is not renewed at the end of this contract, The Subscriber agrees to return the device(s) at their own expense. A charge of \$475 will be assessed for each Business Audio System device not returned within 14 days of the expiration of this contract.

**Connectivity.** The Subscriber acknowledges that The Service requires an “always-connected” internet service provided at The Subscriber’s expense.

**Network/Telephone/Communications System.** The Subscriber accepts responsibility, including any and all costs, for all necessary network configuration and installation required for the implementation of The Service. This includes, but is not limited to, network security, port settings, network time protocol, and firewall settings. The Subscriber accepts responsibility for the operation of your communications services and equipment, including any necessary modifications, interfaces, and the like, necessary to allow The Service to be delivered via telephone, amplifier or other communications system. In the event that a previously undetected or unknown phone system setting or connectivity issue is discovered after the contract is executed and which requires an outside technician to visit the Subscriber’s premises to troubleshoot, the visit will be at the Subscriber’s expense, not the Service’s expense. The Subscriber agrees to hold harmless TBA, Inc. d.b.a. Easy On Hold, a Michigan corporation at 401 East Michigan Ave., Suite 202, Kalamazoo, Michigan, 49007, USA, a reseller of MUSIC PERFORMANCE RIGHTS AGENCY, INC., its officers, employees, personnel, and agents from any and all liability, damages or losses arising out of, or in connection with the establishment of the Service on your premise and communications systems and services.

**Changes to Your Phone System During Contract Period.** If you make changes to your phone system at any time

during this agreement, such as migrating to a VOIP platform that is not compatible with Easy On Hold streaming delivery, you understand that the change has no bearing on Easy On Hold's ability to deliver creative services via downloadable files. You also understand that any changes in how the on hold product behaves on your phone, such as starting from the beginning each time a call is placed on hold, and the loss of custom scheduling and day parting, is due to the limitations of the VOIP phone system and not because of any fault of Easy On Hold. Finally, you agree to return any loaner streaming equipment in your possession at your cost.

## **Streaming Music On Hold**

**Use of Service, Licensing and Definitions.** This contract is for a Streaming Music On Hold package, as described below:

1. EOH agrees to license all creative work only for the duration of this Contract. Audio may not be duplicated for other uses outside of this contract and remains the property of EOH. Client agrees to remove licensed work from its phone system once contract has expired.
2. The Client shall not sell, assign, give away, pledge, reproduce, copy, record, dub, duplicate, alter, edit, modify, or damage The Service in any manner, or continue to use on hold recordings and/or music after contract expiration.
3. The Service provides performance licensing only at the locations described in this contract.

**Payment.** The Client agrees to pay the total fee amount shown above, even if The Client decides to stop service within the contract dates for any reason, and to pay any costs of collection, including attorneys' fees. Any breach of this contract will cause The Client to be considered in default thereof. If The Client is in default, The Service may be discontinued, at which time The Client agrees to pay the balance of the contract.

**Delinquent Payment Policy.** Payment is due upon receipt of the invoice. 1.5% interest per month will be charged on late invoices. A return check fee of \$50 will be applied, if necessary. The Subscriber agrees to pay all costs of collection, and/or applicable court fees, bank charges and reasonable attorney fees that result from the defense of any claim brought forth by The Subscriber, including any action pursuant to the United States Bankruptcy Code.

**Service Performance.** The Client agrees to excuse The Service from performance obligations that are unmet due to acts of God, flood, fire, weather, civil unrest or failure of transmission due to causes beyond its control.

**Hold Harmless.** The Client will defend, save, and hold harmless The Service from any-and-all claims for damage or injury to any person(s) resulting from the use of The Service. The Client agrees that The Service shall not be held liable for damages of any kind resulting from this agreement.

**Integration (Entirety Of Contract).** The parties intend that this contract represents the final expression of the parties' intent and agreement between the parties relating to the subject matter of this contract, contains all the terms the parties agreed to relating to the subject matter, and replaces all the parties' previous discussions, understandings, and contracts relating to the subject matter.

**Transfer.** This Contract may not be assigned or transferred by The Client without the written consent of The Service; however, this Contract is fully assignable by The Service. This Contract is binding upon the heirs, executors, administrators, successors, purchasers and assignees of The Client. Above all notices, invoices, purchase orders, published statements and other documents provided by or accepted by The Service, this Contract shall prevail.

**Locale.** This Contract is executed in the State of Michigan, USA. Any controversy or claim arising hereto shall be settled solely according to the laws of the State of Michigan.

**See Purchase Policy at:** <https://easonhold.com/company/policies/>

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### **Licensed Service Locations:**

**Location Name:** Main Location

**Location Address:** 4011 Bakerview Spur Road Bellingham WA 98226 United States

**Agreed to by:**

TBA, Inc. dba Easy On Hold representative

*Jodi Daniel*

Printed name of above representative

Jodi Daniel

Date 3/8/2022

Authorized representative of Client

Printed name of authorized Client

Jeremy Noone

Date