

**Acceptance Certificate
for Schedule No. COA-001 (“Schedule”)**

Customer: City of Aurora, IL	Provider: Panasonic Corporation of North America, acting through its Panasonic Connected Company of North America division
--	--

This Acceptance Certificate is made by Customer pursuant to the above-referenced Schedule between Customer and Provider to the Master Services Agreement dated October 14, 2024 (“*Agreement*”) between Customer and Provider. Capitalized terms used in this Acceptance Certificate without definition are defined as provided for in the Schedule and Agreement.

Customer certifies:

1. All Equipment and Provided Software has been duly procured, received, evaluated, inspected, and installed (if installable), and all Pre-Acceptance Services have been performed.
2. Customer hereby unconditionally and finally accepts all Equipment, Provided Software, and Pre-Acceptance Services, and agrees finally and unconditionally to accept all Post-Acceptance Services for all purposes of the Schedule, the Agreement, and all related documents, and Customer hereby finally and unconditionally waives, as against Provider, all rights of rejection, rescission, cancellation, or termination thereof, and all rights that may condition, limit, or affect Customer’s obligations to Provider or Provider’s rights against Customer thereunder, and all rights of abatement, reduction, offset, recoupment, compensation, crossclaim, counterclaim (including as provided in Section 5 of the Agreement); provided, however, the foregoing does not limit Customer’s enforcement of rights against Provider in a Separate Action At Law for Provider’s negligence or willful misconduct hereunder or its breach hereof or of any Post-Acceptance Services or other written agreement between Provider and Customer; but such waivers in all events do include Customer’s waiver of any defense whatsoever against Provider Customer may have to its obligation to pay Service Fees and other amounts under the Schedule and Agreement.
3. No Event of Default or event that with notice or the lapse of time would constitute an Event of Default is continuing.
4. Customer’s billing address (if different from its address stated above) is _____.
5. Delivery Location: 44 East Downer Place
 Aurora, IL 60505

City of Aurora, IL (Customer)

By: _____

Name/Title: _____

Acceptance Date: _____, 20____ (*Customer must fill in.*)