



TOTAL SOLUTION PROGRAM SERVICE AGREEMENT

This Agreement is entered into by and between Mitel Business Systems, Inc. ("Mitel") and the Customer (listed below ("Customer"). Mitel agrees to sell to Mitel Leasing, Inc. ("Lessor") and Customer agree to execute this agreement for the installation, Maintenance and Warranty of the Equipment, System Software and/or Related Software ("System(s)") listed on all Schedules 1s executed by Customer and attached hereto in accordance with the following terms and conditions.

TERMS AND CONDITIONS

- 1. SALE AND LEASE OF SYSTEM(S):** Mitel agrees to transfer title to the System(s) to the Lessor and install, maintain and warrant the System(s) for Customer upon the following conditions and terms of this Agreement. Customer agrees to deposit with Mitel, on the date of execution of this Agreement, an amount equal to one monthly rental payment as set forth in the agreement between Customer and Lessor. Customer agrees to provide all requested financial information to Lessor and within 24 hours of receipt, to execute any required lease agreements, personal guarantees, corporate resolutions and acceptance and delivery certificates. Mitel agrees, that upon the completion of the promises herein, Mitel will apply to the Customer's account all deposits paid, less amounts due to Mitel by Customer through any change or addition to this Agreement not incorporated in the lease.
- 2. BINDING AGREEMENT:** When the Customer and Mitel have executed this Agreement, and Mitel has sent a copy to Customer, this Agreement will be fully binding between Customer and Mitel. Customer and Mitel agree that this Agreement contains the entire agreement, and supersedes all prior discussions or written or oral agreements between the parties. Neither Customer nor Mitel is bound by any representation or inducement not set forth herein. Specifically, Customer agrees that Mitel is not responsible for any term or provision of any lease agreement, nor is the Lessor responsible for any term or provision of this Agreement.
- 3. OWNERSHIP OF SYSTEM(S):** Customer agrees that Mitel retains all right, title and ownership of the System(s) until Customer has fully executed all lease documents including any lease agreement, accompanying documentation and the Delivery and Acceptance Certificate. Customer agrees that Mitel shall transfer title to the Lessor upon notice from the Lessor to Mitel that all such documentation has been executed. In the event that Customer fails to execute any documentation of Lessor, then Mitel shall have all of the rights and remedies set forth in Paragraph 15 hereof.
- 4. TERMS AND OPTIONS:** Schedule 1, in singular or multiples, shall (a) be attached hereto and made a part hereof for all purposes, (b) set forth the term of this agreement beginning with the Lease Commencement Date which is defined to be the Cutover date and/or first day of operation of System(s), and (c) contain material terms and provisions to this agreement in addition to the description of the System(s) to be installed, maintained and warranted during the term of this agreement. Renewal options, if any, are attached hereto in Schedule 2.
- 5. TAXES:** Customer shall be responsible for the payment of all local, excise, sales, use, property and other taxes or charges levied with respect to the System(s) leased to Customer.
- 6. RISK OF LOSS; INSURANCE:** Mitel shall bear all risks of direct physical loss or damage to the Equipment, System Software and/or Related Software, except as provided herein. In the event of covered loss or damage Mitel's sole obligation will be to repair or replace the damaged or lost System(s), and in no event shall Mitel be liable for interruption of Customer's business, loss or damage to Customer's property, or any other loss, including but not limited to injury to any of Customer's employees, agents, or any other person on Customer's premises, or damage extending beyond the direct physical loss of, or damage to, the System(s). Mitel shall not be responsible for any loss resulting from: (i) acts, including actions hindering, combating or defending against war or riot; (ii) unauthorized tampering or interference with the System(s) by Customer or its agents; (iii) neglect or abandonment of all or part of the System(s) by Customer or; (iv) stolen or misplaced wireless equipment. (v) any loss or damage that reasonably could have been prevented by Customer or resulted from Customer's negligence in maintaining adequate protection for the System(s). In the event of a loss of or damage to, all or any part of, the Equipment, System Software or Related Software under any of these circumstances stated in this paragraph, Customer will incur the expense for repair or replacement of the damaged or lost Equipment, System Software and/or Related Software. Customer will also maintain adequate public liability insurance, copies of which shall be furnished to Mitel on request.
- THE OCCURRENCE OF ANY LOSS OF OR DAMAGE TO, ALL OR ANY PART OF, THE EQUIPMENT, SYSTEM SOFTWARE AND/OR RELATED SOFTWARE SHALL NOT, HOWEVER, RELIEVE OR REDUCE ANY OTHER COVENANT, CONDITION OR PROVISION CONTAINED IN THIS AGREEMENT.**
- 7. CARE, USE AND LOCATION OF SYSTEM(S):** Customer shall not abuse the System(s) or permit it to be serviced by anyone other than Mitel. Neither Customer nor Customer's agent shall connect accessories or software supplied by anyone other than Mitel to the System(s) without Mitel's written consent, which shall not be unreasonably withheld. Customer shall use the Equipment, System Software and/or Related Software only in the manner contemplated by the manufacturer and in accordance with law. Customers shall not allow anyone other than Mitel to disconnect or move the System(s) from the Location.
- 8. SECURITY INTEREST; TITLE:** Customer agrees to execute any documentation, which may be necessary or appropriate to perfect Mitel's or Lessor's security interest in the System(s). Customer hereby appoints Mitel as Customer's attorney-in-fact to execute on behalf of Customer any financing statement or other documents required by Mitel or Lessor to perfect or enforce its security interest. In the event of default by Customer of any of its obligations to Mitel, Mitel shall have the rights of a secured party as set forth under the Uniform Commercial Code, including, but not limited to, the right to retake possession of the System(s), with or without notice.
- 9. RIGHT TO ACT AS AGENT AND SITE PREPARATION:** Customer agrees to provide an "agency letter" authorizing Mitel to act as agent for Customer in ordering necessary services from the telephone utility company and any long distance carriers, equal access carriers and specialized carriers, whenever applicable. Mitel agrees to furnish the above described Equipment, System Software and/or Related Software and all necessary cable, wire, hardware and labor for the installation of the Equipment, System Software and/or Related Software as may be necessary to create a functioning system. Customer agrees to: (a) furnish and install all conduit, raceway or lowvoltage cable and to create all holes and wireways through concrete, plaster, metal floors, walls or ceiling which may be required for the installation of said System(s); (b) provide all separate commercial AC power circuits required for the operation of the System(s) and associated apparatus; (c) pay for all electrical current necessary for the operation of the System(s); and (d) provide suitable space which is environmentally controlled pursuant to the recommendation of the manufacturer of the System(s), including, but not limited to providing a dry and dust-free environment during and subsequent to installation. Mitel shall have no duty, responsibility, or obligation to make any structural alteration(s) or adjustment(s) to the premises to install the System(s). Customer shall provide Mitel with reasonable access to the premises during Mitel's working hours and shall furnish elevator service when necessary as well as heat, light, sanitary facilities, electrical power and protection of the System(s) from theft during the installation. Mitel is not responsible for restoring Customer's premises to its original condition upon removal or relocation of any or all of the System(s).

CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES TO THE TERMS ON THIS PAGE AND THE SECOND PAGE HEREOF AND ANY ATTACHMENTS HERETO.

Johnson County, Texas
 CUSTOMER NAME
 1 North Main Street, Room 209
 MAILING ADDRESS
 Cleburne, TX 76033
 CITY, STATE, ZIP CODE
 BY: [Signature]
 COUNTY JUDGE
 DATE: 12/27/16

Mitel
 1146 North Alma School Rd
 Mesa, AZ 85201
 BY: [Signature]
 SIGNATURE
 Tim Kiernan, Director of Enterprise Sales
 TYPED NAME & TITLE
 DATE: 12/16/16
 Kirk Powell
 TYPED NAME - SALES REPRESENTATIVE

The terms of the Johnson County Contract Terms Addendum - Mitel Service Agreement 2016 applicable to Lease No. 130357 are incorporated herein for all purposes.

TotalSolution Program Service Provisions Agreement (continued)

10. CUTOVER DATE AND ACCEPTANCE: For the purpose of this Agreement, "Cutover Date" is defined as the date upon which the System(s) is installed at the premises and is capable of providing substantially the basic service for which the System(s) is intended. The "Estimated In-Service Date" is only an approximate date. MITEL SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FOR CAUSES BEYOND ITS REASONABLE CONTROL, OR UNFORESEEN CIRCUMSTANCES CAUSING DELAYS IN DELIVERY OR INSTALLATION OF THE SYSTEM(S) on or before the Estimated In-Service Date. Customer shall confirm the Cutover Date by executing a Delivery and Acceptance Certificate acceptable to Mitel. It shall be conclusively presumed that Customer's execution of the Delivery and Acceptance Certificate confirms Customer's inspection, satisfaction and unqualified acceptance of the System(s).

11. SYSTEM SOFTWARE AND RELATED SOFTWARE SITE LICENSE: The System Software is the software necessary to operate the Equipment, provide the service for which the equipment was intended. Related Software is software, provided by Mitel as part of this agreement, necessary to provide specific applications and/or features not necessary to the basic operation of the Equipment. Customer agrees that its interest in the System Software and/or Related Software provided by Mitel, pursuant to this Agreement is that of a licensee and that said System Software and/or Related Software is to be used solely and exclusively in and with the System(s) as described in this Agreement or any other license agreements required by Mitel pursuant to the operation of the System(s). Customer may not reproduce, sublicense, assign, sell or transfer the System Software or Related Software covered by this license to any other person or entity without the express written permission of Mitel.

12. TRAINING: Mitel shall provide all necessary training services for Customer's personnel to effect the operation of the Equipment, System Software and/or Related Software at no additional cost to Customer during the term of this Agreement.

13. WARRANTY AND MAINTENANCE: For the term of this Agreement, Mitel warrants the Equipment, System Software and/or Related Software against defective parts, programming and workmanship. Upon notification of a defect, Mitel shall have the option to repair or replace any defective part or install, modify or replace software, and such services provided by Mitel shall be Customer's sole and exclusive remedy. During the term of this Agreement, all expenses incidental to repair or replace equipment and/or software under warranty, including all labor and material, shall be borne by Mitel. Replacement parts may be new or reconditioned at Mitel's option. All equipment, software and replaced parts will remain the property of Mitel.

Regular maintenance service (non-emergency) during the warranty period will be provided without charge to Customer during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays). Emergency service during the warranty period (service required due to the System(s)'s inability to accomplish either incoming, outgoing or internal calls) will be provided without charge to Customer seven days a week and twenty-four hours a day.

Maintenance service under this Agreement does not include repair or service required as a result of: (a) neglect, misuse or intentional damage of the System(s); (b) alterations, additions or modifications to any part of the Equipment, System Software or Related Software performed by anyone other than Mitel; (c) conflicts created by unauthorized software on the System(s); (d) the failure of Customer to provide and maintain a suitable installation environment at all facilities as prescribed by Mitel (including, but not limited to, proper electrical power, air conditioning, or humidity control); (e) use of supplies or materials not meeting Mitel specifications; (f) use of the System(s) for purposes other than those for which it was designed; (g) electrical work external to the System(s) or service connected with System(s) relocation, reconfiguration or additions; (h) cutoff of services to Customer by the utility; or (i) acts of God. However, Mitel will make maintenance service available in accordance with its then standard practices and price schedules.

EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, MITEL MAKES NO WARRANTIES IN RESPECT TO THE EQUIPMENT, SYSTEM SOFTWARE OR RELATED SOFTWARE, EITHER EXPRESSED OR IMPLIED, INCLUDING NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT MITEL BREACHES ANY WARRANTY, THE CUSTOMER'S EXCLUSIVE REMEDY WILL BE THAT MITEL MAKES ANY EQUIPMENT OR SOFTWARE ADJUSTMENTS, REPAIRS OR PARTS REPLACEMENTS TO THE EQUIPMENT, SYSTEM SOFTWARE OR RELATED SOFTWARE WHEN MITEL DETERMINES THAT THE EQUIPMENT, SYSTEM SOFTWARE OR RELATED SOFTWARE DOES NOT CONFORM TO WARRANTY. NO OTHER WARRANTIES SHALL APPLY EXCEPT AS SET FORTH HEREIN.

14. LIMITATION OF LIABILITY: MITEL SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S USE OF OR INABILITY TO USE THE EQUIPMENT SYSTEM SOFTWARE OR RELATED SOFTWARE, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT; OR FOR PERSONAL INJURY, LOSS OR DESTRUCTION OF OTHER PROPERTY; OR FOR THE PAYMENT OF ANY CHARGES BY ANY COMPANY TO CUSTOMER FOR TERMINATION OF OR FAILURE TO TERMINATE PRE-EXISTING AGREEMENTS OR FOR REMOVAL OF EXISTING EQUIPMENT; OR FROM CUSTOMER'S INABILITY TO USE THE EQUIPMENT, SYSTEM SOFTWARE AND/OR RELATED SOFTWARE, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT, OR SOFTWARE, FROM ROUTING AND PROGRAMMING ERRORS; AND UNAUTHORIZED TRESPASS OF PROGRAMMING, SOFTWARE AND/OR EQUIPMENT; MODEM LINES AND LONG DISTANCE CARRIER SERVICES. MITEL SHALL NOT BE RESPONSIBLE FOR THE PROCUREMENT OF, OR PAYMENT FOR ANY LICENSING REQUIREMENTS AS A RESULT OF THE USE OF COPYRIGHTED MUSIC WITH THE SYSTEM(S).

15. DEFAULT: If Customer fails to pay any amount due to Mitel as set forth herein, or Lessor pursuant to a Lease Agreement, or defaults in any other obligations, then, in addition to all other remedies available to Mitel by law or equity or under this Agreement, and not in limitation thereof, Mitel may, until said sum is paid in full, declare the entire remaining amount due and payable and after ten (10) days written notice addressed to Customer shown herein; disconnect or disable all or any part of the Equipment, System Software and/or Related Software or otherwise render it inoperable; cease maintaining or installing the Equipment, System Software and/or Related Software, or enter Customer's premises without liability for trespass or damages and, with or without notice, take possession of and remove the System(s).

After the execution of this Agreement, should Customer determine, for any reason other than an express breach of agreement by Mitel, that Customer shall not abide by the Terms of this Agreement, Mitel shall be entitled to payment of the greater sum of (a) all deposits paid to date of notice of termination, or (b) an amount equal to twelve (12) monthly rental payments set forth in paragraph 1 as liquidated damages. The prevailing party in any legal action shall be entitled to recover reasonable attorney's fees and costs in the amount allowed by court.

16. INDEMNIFICATION: Customer shall indemnify Mitel against and hold Mitel harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, claimed by any person, organization, association, or otherwise arising out of, or relating to, the System(s), its use, possession, operation and/or condition.

17. ASSIGNMENT, SUBCONTRACTING: This Agreement may be assigned by Mitel, in whole or in part, and Mitel may freely subcontract any or all of the work hereunder. The Customer may not assign this Agreement, in whole or part, without first obtaining the prior written consent of Mitel. Any such attempted assignment shall be invalid. Subject to the foregoing, this Agreement shall here to and be binding upon the parties and their successors and assigns.

18. CONSULTANT: In the event that Customer is represented by a consultant, Mitel may require that the consultant provide completed key sheets and floor plans and arrange for all necessary services with the local telephone utility and provide Customer training and directives.

19. MISCELLANEOUS: Titles to the paragraphs of this Agreement are solely for the convenience of the parties and do not explain, modify, or interpret the provisions herein. If more than one Customer is named in this Agreement, the Liability of each shall be joint and several. This Agreement shall not be amended or altered unless such amendment or alteration is put in writing and approved, by signature, by authorized representatives of all parties hereto. This Agreement shall be enforced subject to the laws of the state in which the subject equipment is installed as documented on the TotalSolution Program Schedule Ts. Customer expressly consents to jurisdiction and venue within said state. No delay or omission to exercise any right, power or remedy available to Mitel, upon any breach or default of Customer under this Agreement shall impair any such right, power or remedy of Mitel, nor shall it be construed to be a waiver of any subsequent breach or default or acquiescence therein. Any waiver, consent or approval of any kind or any breach or default, or any waiver of any provision of this Agreement will only be effective if in writing and approved and signed by both parties and shall be effective only to the extent set forth in writing. If any provisions of this Agreement are in conflict with any statute or rule of law of any state or territory wherein it may be sought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict therewith, but without invalidating the remaining provisions herein.


CUSTOMER INITIALS

12/27/14
DATE


MITEL INITIALS

12/16/16
DATE



Powering connections

Mitel Texas DIR contract# DIR-TSO-2685

Schedule 2 - TotalSolution Program Service Agreement

This Schedule 2 more particularly identifies the Customer's options relating to Add-On Equipment Rates, Renewal Options, Upgrade Capability, and Cost for System Relocation once signed by the Customer becomes a part of the TotalSolution Program Service Agreement ("Agreement") between the branch and Johnson County, Texas

I. Add-On Equipment Rates

A. The following listed equipment can be added at any time during the term of the Agreement at the following rates (based on original term) and as long as such additions are within the system's capabilities.

Part	Description	Original Term		
		60 Months	48 Months	36 Months
51011571	5304 IP Phone (req Cal "D", User License, or UCC License)	\$ 12.58	\$ 14.89	\$ 18.82
50005847	5312 IP Phone (req Cal "D", User License, or UCC License)	\$ 14.66	\$ 17.35	\$ 21.89
50005664	5324 IP Phone (req Cal "D", User License, or UCC License)	\$ 16.75	\$ 19.81	\$ 24.97
50006191	5320 IP Phone (req Cal "D", User License, or UCC License)	\$ 16.52	\$ 19.54	\$ 24.63
50006634	5320e IP Phone (req Cal "D", User License, or UCC License)	\$ 20.01	\$ 23.64	\$ 29.75
50006476	5330e IP Phone (req Cal "D", User License, or UCC License)	\$ 23.27	\$ 27.46	\$ 34.54
50006478	5340e IP Phone (req Cal "D", User License, or UCC License)	\$ 27.93	\$ 32.93	\$ 41.37
50005991	5360 IP Phone (req Cal "D", User License, or UCC License)	\$ 32.59	\$ 39.40	\$ 48.21
51015131	48VDC ETH/NT PWR ADPT 100-240V 802.3af (req 51005172)	\$ 1.86	\$ 2.19	\$ 2.73
51009172	Power Cord C7 2.5A 125V NA Plug	\$ 0.23	\$ 0.27	\$ 0.34
50005711	DECT Cordless Handset with Module (Model 5330/e, 5340/e, 5360 only)	\$ 21.18	\$ 25.00	\$ 31.46
50005712	DECT Cordless Headset with Module (Model 5330/e, 5340/e, 5360 only)	\$ 26.77	\$ 31.56	\$ 39.86
51301098	IP DECT Stand & 5610 Handset Bundle (req Cal "F", User, or UCC License)	\$ 27.93	\$ 32.93	\$ 41.37
51301100	5610 IP DECT Handset Only (req Cal "F", User, or UCC License)	\$ 16.52	\$ 19.54	\$ 24.63
50006122	8528 Digital Phone (MVoice Office only, req Cal "E" License)	\$ 13.49	\$ 15.88	\$ 20.18
50006123	8568 Digital Phone (MVoice Office only, req Cal "E" License)	\$ 18.62	\$ 22.00	\$ 27.70
50004197	Line Interface Module	\$ 12.75	\$ 15.11	\$ 19.09
UCCEV3 Licenses				
54004976	MVoice Business Standard User License	\$ 11.60	\$ 13.13	\$ 15.79
54004975	MVoice Business Enterprise User License	\$ 13.46	\$ 15.32	\$ 18.52
54005042	MVoice Business Standard Active ACD Agent License	\$ 8.03	\$ 9.49	\$ 11.97
54005043	MVoice Business Enterprise Active ACD Agent License	\$ 8.42	\$ 11.13	\$ 14.02
54005065	MVoice Business Standard Dynamic Extension License	\$ 12.78	\$ 14.50	\$ 17.50
54005066	MVoice Business Enterprise Dynamic Extension License	\$ 14.63	\$ 16.68	\$ 20.23
54003881	MVoice Business External Hotdesk License	\$ 4.53	\$ 5.39	\$ 6.84
54002380	MVoice Business SIP Trunk License	\$ 7.09	\$ 8.40	\$ 10.60
54000297	MVoice Business Embedded VM Mailbox License	\$ 4.77	\$ 5.67	\$ 7.19
54006126	UCCEV3 Entry User for Enterprise x1	\$ 16.69	\$ 19.07	\$ 23.15
54006131	UCCEV3 Entry User for Business x1	\$ 15.29	\$ 17.43	\$ 21.10
54006095	UCCEV3 Standard User for Enterprise x1	\$ 24.72	\$ 27.97	\$ 33.62
54006098	UCCEV3 Standard User for Business x1	\$ 22.86	\$ 25.79	\$ 30.88
54006101	UCCEV3 Premium User for Enterprise x1	\$ 32.72	\$ 36.80	\$ 43.93
54006104	UCCEV3 Premium User for Business x1	\$ 30.85	\$ 34.62	\$ 41.19
IP Endpoint Licenses				
840.0226	MVoice Office Category "A" Legacy IP Endpoint License	\$ 9.42	\$ 11.13	\$ 14.02
840.0415	MVoice Office Category "C" Legacy IP Endpoint License	\$ 4.77	\$ 5.67	\$ 7.19
840.0416	MVoice Office Category "D" IP Endpoint License	\$ 8.96	\$ 10.59	\$ 13.34
840.0417	MVoice Office Category "E" Digital Endpoint License	\$ 5.70	\$ 6.78	\$ 8.55
840.0418	MVoice Office Category "F" SIP Endpoint License	\$ 7.09	\$ 8.40	\$ 10.60
840.0833	MVoice Office SIP Trunk License	\$ 7.09	\$ 8.40	\$ 10.60
840.0758	MVoice Office License Enable 2nd Port on T1/E1	\$ 51.45	\$ 60.54	\$ 75.89
IP Office Equipment				
580.2100	MVoice Office Single Line Mdl (SLM-4) for CSN-X	\$ 26.30	\$ 31.02	\$ 38.98
580.2702	MVoice Office Dual T1/E1/PRI (T1M-2) for CSN-X	\$ 51.46	\$ 60.54	\$ 75.89
813.1814	MVoice Office DEM-16 RJ45 TO AMP 50-pair Cable - 15FT	\$ 7.49	\$ 8.93	\$ 11.37
580.2304	MVoice Office Loop Start Mdl (LSM-4) for CSN-X	\$ 23.04	\$ 27.19	\$ 34.20
580.1001	MVoice Office Digital Expansion Interface (DEI)	\$ 46.80	\$ 55.07	\$ 69.06
580.2101	MVoice Office Single Line Mdl (SLM-8) for DEI	\$ 46.57	\$ 54.80	\$ 68.72
580.2200	MVoice Office Digital Endpoint Module (DEM-16) for DEI	\$ 29.23	\$ 35.21	\$ 45.22
MVoice Office Licenses				
54004266	MiCollab - Advanced Desktop Client (Windows)	\$ 9.89	\$ 11.08	\$ 13.17
54005830	MiCollab - Desktop SIP Softphone	\$ 8.06	\$ 9.09	\$ 10.87
54005598	MiCollab - Mobile Client for Smartphone	\$ 3.97	\$ 4.69	\$ 5.82
54005832	MiCollab - Mobile SIP Softphone (req MBG Teleworker for external use with MVoice Bus.)	\$ 3.55	\$ 4.20	\$ 5.30
54004572	MBG Teleworker License (requires existing MBG server)	\$ 11.25	\$ 12.60	\$ 14.96

B. There will be no additional charges for installation if the equipment is a normal installation to the present office location. Any detached locations or abnormal installations will be priced with additional labor and material charges in effect at the time of such installation.

C. The Customer agrees that Add-On Equipment orders are subject to credit approval, and the Customer cannot be in default of this Agreement or the Lease Agreement.

II. Guaranteed Renewal Options

A. The Customer has the option to renew this Agreement for an additional term of three (3) years which period of time shall be defined as the Renewal Option Term.

B. The monthly rental price for the Renewal Option Term shall be equal to fifty percent (50%) of the rental rate in effect at the time of the renewal including supplements.

C. The Maintenance and Warranty provisions contained in this Agreement shall continue in full force and effect during the Renewal Option Term.

D. The Add-On Equipment Rates as specified in Article I hereof shall be applicable for the duration of the Renewal Option Term.

III. No Penalty Obsolescence Protection If during the term of this Agreement, should newer more advanced technology systems be developed and introduced by Mitel thus rendering this Mitel platform obsolete, the Customer is hereby granted the option to upgrade its System with Mitel with no financial penalties or cancellation charges. Mitel guarantees that the upgraded system rates will be the same as offered to other customers with the same system. In order to qualify, the Customer agrees to the following provisions:

A. At least twenty-four (24) payments shall have been received by Mitel on this Agreement.

B. The central operating unit and substantially all of the station equipment of the current system must be replaced and/or upgraded to an equal or larger capacity unit based on a newer technology providing additional features and capabilities. In either event, the number of installed telephones or phone lines must be equal or greater than the current system.

C. The Customer cannot be in default on this Agreement, and the upgrade is subject to credit approval.

IV. Transfer Cost for System Relocation

The Customer is granted the right to have Mitel perform the labor of relocating the system at a thirty percent (30%) discount of the standard published rate of Mitel in effect at the time of relocation of the system.

V. Disaster Recovery Plan

Mitel will maintain a back-up copy of the current Mitel System software database at an off-site location. In the event of a catastrophic loss of the system that is covered by the Risk of Loss provision of this Agreement, the back-up database will be re-loaded on the replacement equipment as soon as the customer's facilities allow. The current copy of the database will be as of the last changes or modifications to the database that were performed by Mitel. Any changes to the database not performed by Mitel may not be included in the back-up database.

VI. Remote Monitoring Access Service

Mitel's Remote Monitoring and Access Service (RMAS) will monitor the ICP (5000 and/or MCD 3300) 7 days a week, 24 hours a day for system generated major or critical alarms. Upon receipt of an alarm, Mitel's RMAT team will remotely log into the system to investigate the cause of the alarm and attempt to resolve the issue. If the issue is service affecting (definability to accomplish either incoming, outgoing or internal calls) and it cannot be resolved remotely, RMAT will dispatch a Field Technician to site in order to address the issue.

VII. Remote system changes and Admin Training

A. Mitel's Remote Monitoring and Access Technician (RMAT) will provide free of charge the following list of changes: Twinning setup, Name Changes, Password resets, Time Change, User/Set creation/deletion, DID Call Routing changes, Key Map programming, Hunt Group modifications, Auto Attendant changes, Greeting Changes,

Mailbox programming, COS/COR programming, MCA Audio/Web conference scheduling, Account codes, programming, Feature Code programming, Database Backup

B. Remote admin training will also be provided on the above listed items

C. RMA's will provide a max of 4 changes per month with a max time of 1 hour per incident

VII. Software upgrades for Mitel Core Products

A. Software Upgrades are provided as described in the Supplement to TotalSolutions Program for Software Assurance. Labor for such Software Upgrades on MiVoice Business, MiVoice Office, MiVoice Office 250, MiCollab and NuPoint will be provided without charge once per year, unless requested outside of normal business hours in which case labor will be charged at a differential rate based on the time requested. Current software must be within two (2) major versions, otherwise normal labor rates will apply.

B. All third party applications to be excluded from the free labor TSP upgrade option as stated in the customer executed "Schedule One" list of equipment.




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JOHNSON COUNTY CONTRACT TERMS ADDENDUM – MITEL SERVICE AGREEMENT 2016

This Addendum is part of an Agreement between Johnson County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "COUNTY"), and MITEL BUSINESS SYSTEMS, INC., 1146 North Alma School Road, Mesa, AZ. 85201, hereinafter referred to as "MITEL BUSINESS SYSTEMS or MITEL". The County and MITEL TECHNOLOGIES may be collectively referred to as the "PARTIES". This is an Addendum to the TOTAL SOLUTIONS PROGRAM SERVICE AGREEMENT between the Parties. The TOTAL SOLUTIONS PROGRAM SERVICE AGREEMENT and this Addendum shall constitute the entire and complete Agreement between the Parties. This Agreement is an adjunct to the MITEL TOTAL SOLUTIONS LEASE AGREEMENT No. 130357.

1. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.
2. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.
3. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.
4. The Parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.
5. The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said insurance coverage is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

state and federal laws.

13. Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

14. It is understood and agreed that Johnson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

15. Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

16. The continuation of this Agreement from year to year is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the Johnson County Commissioners Court. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by MITEL BUSINESS SYSTEMS, INC. pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary. Notwithstanding the foregoing, in no event shall this Agreement continue for a period exceeding 60 months from the date the date of execution of this Addendum without specific consideration and approval by the commissioners Court of Johnson County, Texas.

17. In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted.

APPROVED AS TO FORM AND CONTENT:

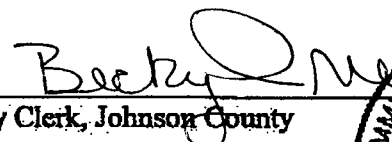
JOHNSON COUNTY:



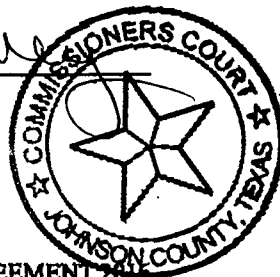
Roger Harmon
County Judge

12/27/16
Date

Attest:


County Clerk, Johnson County

12/27/16
Date



MITEL BUSINESS SYSTEMS, INC:



Authorized Representative of
MITEL BUSINESS SYSTEMS, INC

Printed Name: TIM KIERAN

Title: DIRECTOR OF SALES

12/16/16

Date