

**JOHNSON COUNTY CONTRACT TERMS  
ADDENDUM – MITEL LEASE 2013**

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This Addendum is a part of the Agreement between **Johnson County, Texas**, a political subdivision of the State of Texas, (hereinafter referred to as "COUNTY"), and **MITEL LEASING, INC. 1063 West Sam Houston Parkway North, Suite 400 Houston, Texas 77064** hereinafter "MITEL LEASING", collectively referred to as the "PARTIES", and is an Addendum to the **TOTAL SOLUTIONS PROGRAM LEASE AGREEMENT (LEASE No. 130357)** for the lease of equipment. Together, the **TOTAL SOLUTIONS PROGRAM LEASE AGREEMENT LEASE No. 130357** and this Addendum shall constitute the entire and complete **Agreement** between the Parties.

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.
6. The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provision to the

contrary is hereby deleted.

7. The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

8. The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

9. Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31<sup>st</sup> day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

10. No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

11. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act.

12. Services provided under the Agreement shall be provided in accordance with all applicable 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 Contract period will begin on the 11th day of February 2013, and will terminate on the 10th day of February 2018. 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 LEASING 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 contract first becomes effective without specific consideration and approval by the commissioners Court of Johnson County, Texas.

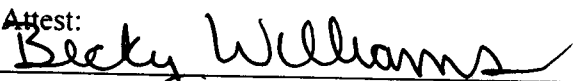
17. In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary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

APPROVED AS TO FORM AND CONTENT:

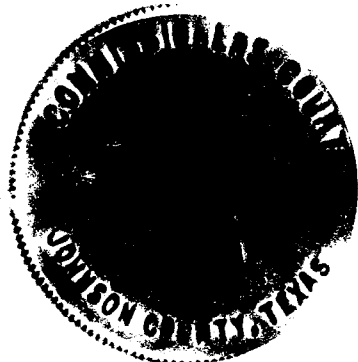
JOHNSON COUNTY:

  
Roger Harmon  
County Judge

2-11-13  
Date

Attest:  
  
County Clerk Johnson County

2-11-13  
Date



MITEL LEASING, INC:

Brian D. Drogosch

Authorized Representative of  
MITEL LEASING, INC

Printed Name: Brian D. Drogosch

Title: CR1 AD

2/4/13  
Date

**JOHNSON COUNTY CONTRACT TERMS  
ADDENDUM – MITEL SERVICE AGREEMENT 2013**

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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 TECHNOLOGIES, INC., 7300 WEST BOSTON, CHANDLER, AZ. 85226**, hereinafter referred to as "**MITEL TECHNOLOGIES**". 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.**

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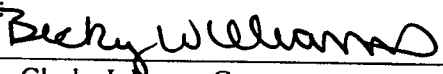
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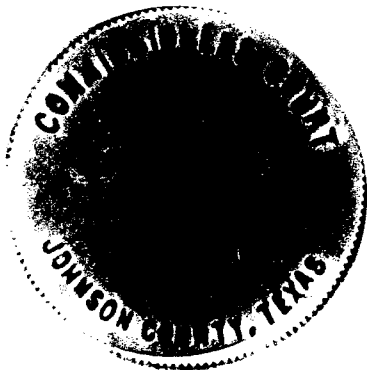
JOHNSON COUNTY:

  
\_\_\_\_\_  
Roger Harmon  
County Judge

2-11-13  
Date

Attest:   
\_\_\_\_\_  
County Clerk, Johnson County

2-11-13  
Date



MITEL TECHNOLOGIES, INC:

*Brice D. Dragosch*  
Authorized Representative of

2/4/13  
Date

MITEL TECHNOLOGIES, INC

Printed Name: Brice D. Dragosch

Title: AD - CSR



**Mitel Technologies, Inc.**  
**Responsibilities for System Implementation**

Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Mitel Technologies, Inc. an Arizona corporation, with offices at 7300 W. Boston Chandler, AZ 85223 (hereinafter referred to as "Mitel") and Johnson County, TX, (hereinafter referred to as "Customer") with its principal offices at, \_\_\_\_\_.

**1.0 RESPONSIBILITIES OF THE PARTIES**

- a Unless otherwise included in the sales contract and Schedule 1 as being provided by Mitel, Customer agrees to all Customer requirements in this document. If Customer has contracted with Mitel for sections of this document then the Customer requirement specified in this document is considered to be met.

**1.1 System Installation Date**

- a Mitel requires forty-five (45) days lead time from when all contracts are signed including this agreement to install date.
- b Mitel will work with the customer in attempt to shorten this lead time if the customer has significant business requirements necessitating an earlier implementation. Depending on the size and complexity of the implementation, the design time necessary and the equipment required, shortening the time may not be possible.
- c Mitel requires that technicians can place and test all IP endpoints and cross-connect /test all analog extensions during the hours of 8 AM to 5 PM Monday through Friday. If different hours are needed, these will be reviewed and may be billed at the overtime rate.

**1.2 Mitel will provide a Project Coordinator/Project Manager as the single point of contact for all issues relating to the Implementation. The PC/PM will be available during Normal Business Hours and Scheduled Project Hours outside of the normal business day. The PC/PM will:**

- a Publish and Maintain a Time Line.
- b Schedule and conduct regular Project review meetings.
- c Ensure that Mitel employees and any Mitel provided subcontractors conform to Customer's reasonable workplace policies, conditions and safety regulations that are consistent with Mitel's obligations herein and that are provided to Mitel in writing prior to commencement of the Services; provided, however, that Mitel's personnel or subcontractors shall not be required to sign individual agreements with Customer or waive any personal rights.
- d Mitel PC/PM will be responsible for the collection of information from the Customer, the provisioning of the system and the customer training.
- e Mitel PC/PM will conduct the process of interviewing and collecting Customer telephony requirements from the Customer contact as well as the creation and documentation of the database.

**1.3 Customer will provide the following project management information to Mitel prior to the commencement of the Installation Services:**

- a Customer will designate a Project Coordinator/Project Manager who will have a thorough understanding of the overall business, the technology of communications systems and networks that will be a single point of contact for the Customer and will have power to make binding decisions on behalf of the Customer within the scope of the applicable Installation Services. The Project Coordinator/Project Manager shall be available during normal business hours and any project hours outside of the normal business day.
- b Customer will identify one or more Departmental Coordinators where either party believes the size or complexity of the project warrants such an individual. As part of the project plan, the Customer Project Coordinator/Project Manager will communicate day-of-cut service expectations and identify priorities (e.g., individuals and/or departments that will be moved to the system first).
- c Unless otherwise agreed to by both parties, provide information and documentation required by Mitel within two (2) business days. Once the implementation has started any required information must be provided within four (4) hours.
- d Notify Mitel of any hardware/software upgrades or any other changes within the Customer Network at least fifteen (15) business days prior to the upgrade.
- e Notify Mitel of any scheduled implementation activities that may impact the Implementation within ten (10) business days of the scheduled activity.
- f Notify Mitel of any scheduling changes at least seventy two (72) hours prior to the originally scheduled installation date.
- g Supply the Customer workplace policies, conditions and environment in effect at the Customer Site that may affect Mitel Employees and Contractors or the Implementation Schedule.



## 2.0 SITE SURVEY

### 2.1 Mitel will provide the following:

- a Advise the Customer of power & environmental as described by equipment manufacturer's specifications.
- b Review the location for placement of proposed equipment and advise the Customer of any additional facility requirements to support the proposed infrastructure (power, environmental, etc.) as defined by Mitel/equipment manufacturer specification.

### 2.2 CUSTOMER will provide the following:

- a Provide Mitel with access to each site location for a site survey.
- b Assist Mitel with all questions to allow Mitel to complete the site survey forms.

## 3.0 CUSTOMER INFRASTRUCTURE

### 3.1 Customer agrees to provide the following Environmental Conditions, unless provided by Mitel as part of the sale:

- a Furnish an isolated; dedicated AC Circuit rated at 105-125 VAC, 57-63 HZ, 20 to 30 AMP as required, (Amperage dependent upon UPS configuration.)
- b Furnish single-phase commercial power sources for proper operation of equipment. All three wires (hot, neutral and ground) must be run separately from the duplex outlet to the breaker panel without being bound to any other wire or point. Provide an Earth Ground for all equipment.
- c Assume responsibility for providing a UPS capable of supplying power to the Mitel 3300 and all associated Network Hardware required for Phone System operation. UPS must be capable of supplying a minimum of two (2) separate 15 amp circuits, each protected with a circuit breaker specifically for the Mitel 3300 Servers. Additional circuits from the UPS are required to support other network equipment.
- d Assume responsibility for providing racks and the appropriate amount of space in the racks to mount all Mitel 3300 equipment.
- e Furnish two sets of floor plans, blueprints or usable drawings for engineering by Mitel and phone placement.
- f Furnish data room environment of 50-85 degrees Fahrenheit (10-26 degrees Centigrade) temperature and 20 - 80 percent relative humidity.
- g Furnish access to all telephone and data equipment rooms, terminal rooms and any area necessary to install and maintain a complete telephone system.
- h Furnish a secure area for the Mitel 3300 equipment with access only by authorized personnel.
- i Furnish any available documentation of existing telephone equipment and applications to assist in engineering the new system.
- j Meet any requirements regarding raceways, conduits, floor ducts or Plenum cable, as necessary. Meet any special requirements of the building owner.
- k Responsible for any costs of any special engineering lines or trunks, or for any special applications, such as data circuits, TIE Lines, ringdown circuits, and any patching and conferencing.
- l Responsible for any additional cable requirements to bring Customer telephone lines to Customer office from Telco Minimum Point of Presence within Customers building.

### 3.2 Customer agrees to provide the following with regard to Existing Wiring and Telecommunications Service Providers and other Vendors:

- a Unless specifically itemized and included on the Schedule 1, scope shall not include labor and/or materials for cabling. In the event that Customer has Mitel provide this service, the scope shall not include Lift Rental, Building Permits, or Cable certification. These costs are the responsibility of the Customer. If Customer would like Mitel to provide these items, Mitel may elect to provide them at a cost that may vary from site to site. Additionally, Mitel's cabling price assumes "normal" office environment with drop ceilings. If hard ceilings or solid (concrete, brick, wood) walls exist, extra labor charges may apply.
- b Identify (test, tag & certify) pre-existing wire and cable (e.g. station wire, riser cable, campus cable, cross-connect field, terminal blocks, outlets, lightning protection, and any other miscellaneous wiring equipment), as well as determine if that wire and cable can be reused and meet the requirements provided by Mitel.
- c Correct or replace the existing wire if during the installation process Mitel determines the existing wire and cable plant does not meet Mitel requirements. If Mitel determines that the required wiring work would delay the system cutover, then Mitel and the Customer will agree on one of the following options: (1) proceed with the installation without the unusable sets and arrange for them to be installed after the wiring has been repaired/corrected (rescheduling the work will be subject to the prevailing Mitel time and materials services rates); or (2) delaying the installation and paying applicable charges for rescheduling the work.
- d Customer is responsible for ensuring that all CAT 5 and CAT 6 cable drops to the desktop are located correctly, fully functional and programmed correctly at the switch port.
- e Provide and install the Main Distribution Frame (MDF) or wall field for station wire terminations.
- f Make any arrangements for telephone number changes the Customer requires relating to the cutover (e.g., service provider interception and rerouting of calls to old telephone number).



- g Arrange with Customer's wiring provider for all feeder cable, and ensuring all DMARC extension requirements are identified, furnished, and visibly marked for easy identification by Mitel within five (5) feet of the equipment being installed by Mitel.
  - h Customer provided SIP Service Provider must be tested and approved by the Mitel SIP Interoperability Testing Group prior to the start of the 3300 ICP installation.
- 3.3 Customer agrees to provide the following with regard to individual end point power supplies**
- a The Customer is responsible for providing adequate power and available outlets which are unobstructed by furniture for the endpoint power supplies.
  - b It is the Customer's responsibility to move any furniture or items blocking power outlets.
- 3.4 Equipment Delivery - Customer agrees to provide the following with regard to receiving of Equipment:**
- a Accept shipment of equipment delivered to Customer premises (but not opening cartons) and notifying the Mitel Project Coordinator of delivery.
  - b Not remove shipping documents attached to the outside of cartons.
- 4.0 CUSTOMER NETWORK CONFIGURATION**
- a Proper configuration of the Mitel equipment including all IP Endpoint's is dependant upon several network configuration factors. As Mitel does not have control over the data connectivity for our Customers, it is necessary for the Customer to share information regarding the configuration of their networking equipment with Mitel.
- 4.1 Mitel will provide the following with respect to the Customer's existing Data Network:**
- a A pre-implementation verification of Customer's Router and Switch configuration. Customer must provide one of the following to verify proper configuration of these devices to support necessary QoS parameters: (1) provide print out of configuration file for review after all network configuration has been completed. (2) remote dial-up or LAN/WAN access (with passwords) to Customer's routers and switches. Mitel will be available to answer questions regarding recommended Network Configurations during Pre and Post Installation.
- 4.2 Customer will provide the following with respect to the Customer's existing Data Network:**
- a Customer is responsible for providing the network design for approval before the scheduled implementation date. Upon review of the design, Mitel may require the customer to change certain things in order to properly support VOIP. These changes may include increased bandwidth and upgrade network hardware. The customer is responsible for all costs associated to these changes.
  - b An accurate, current Network Diagram is required. Any changes to the network must be communicated to Mitel in a timely manner through an updated diagram.
  - c Due to the wide variety of switches, routers and firewalls, Customer will be responsible for configuring switch/router/firewall to allow communication between the IP equipment. Customer will also be responsible for ensuring that routing equipment is programmed to prioritize the voice IP packets over any data packets.
  - d Provide all software upgrades to Customer network equipment (Routers, Switches, etc.) as required to support the Implementation.
  - e All Mitel 3300 equipment is required to reside on a separate VLAN or a separate dedicated network. Customer is responsible for ensuring that all switch and router equipment is programmed to use VLAN's using 802.1p & q to prioritize voice over user application data.
  - f Customer's routers and switches must be manageable and have the required software and hardware to allow proper configuration of QoS. The Customer is responsible for providing a qualified contact person to assist with remote access issues and configuration/hardware remediation where necessary.
  - g Mitel does not provide DSL or cable-modem Internet access to our Customers. Mitel can provide private frame relay networks, as well as Tier 1 Internet access.
  - h Mitel does not provide residential installation of any IP-telephony equipment. Mitel will configure residential IP-telephony according to the network configuration information provided by Customer, and deliver that equipment to Customers commercial site.
  - i If Customer chooses to use any network or Internet service provider other than Mitel, Customer will be responsible for ensuring adequate bandwidth and quality of service levels.
  - j For all Voice-over-IP applications that are delivered via the Internet, Customer should be aware that Internet usage levels and the number of router hops between locations could potentially affect voice quality.
  - k The Mitel 3300 depends on certain network services such as DNS, DHCP, NTP/SNTP, and TFTP. To ensure that the network communication servers can communicate with all endpoints, the Customer must enter the Mitel devices into Customers Domain Name Server (DNS) database as necessary.
  - l In certain configurations, these must be published in both internal and external DNS servers.



- m A DHCP server is required for IP Endpoint implementation. The DHCP server should be configured with the appropriate options/policy, and the DHCP scope should include sufficient addresses for all of the devices on the VOIP network. Minimally, the DHCP server must include the following:
  - 1) An IP address that is unique for each device on the network
  - 2) The subnet mask for each device on the network
  - 3) Option 003 as the Default Gateway IP Address
  - 4) Option 006 as the DNS Server IP Address
  - 5) Option 015 as the DNS Domain Name
  - 6) Option 43 (ASCII) id:pphone.mitel.com;sw\_tftp=<IP Address>;call\_srv=<IP Address>;dscp=<N>;vlan=<N>;l2p=<N>
    - i. The sw\_tftp and call\_srv IP address is the Home MCD controller for the phones of this particular scope. When entering the ASCII text on option 43 on a windows server make sure to delete the . (period) that is in this field by default. An example of what this string would look like with real values is below. Default DSCP is 46 and L2P is 6 on the 3300 controllers
    - ii. id:ipphone.mitel.com;sw\_tftp=172.16.31.5;call\_srv=172.16.31.5;dscp=46;vlan=10;l2p=6
- o The following Network Infrastructure requirements are to be provided by the Customer:
  - 1) The local layer two infrastructure including Ethernet LAN, switches, cabling, etc. needs to be in place before the Mitel 3300 system is installed.
  - 2) All Mitel 3300 system equipment requires a 100 Mbps or faster IP network connection.
  - 3) All switch connections must be configured for full-duplex or auto negotiate transmission.
  - 4) Ethernet hubs cannot be used to transport VOIP traffic.
  - 5) Internet access is required by the main site and all remote sites for licensing.
  - 6) One or more dedicated subnets and routes for the equipment are required.
  - 7) All sites must know the IP Address of their default gateway for both the LAN and the Mitel 3300 communications equipment.
  - 8) At least 10 reserved static IP addresses are required for the servers. All remote sites require an additional 5 at a minimum. These numbers are dependant on the amount of equipment Customers have at each site.
  - 9) The network must have sufficient bandwidth to accommodate network equipment updates. Momentary updates may cause packets to be buffered, sometimes long enough to affect voice quality.
  - 10) Each IP Endpoint can use between 40 kbps and 100 kbps depending on the VOCODER in use. Using G.711, each call uses approximately 100 kbps. Using G.729, each call uses approximately 48 kbps. If G.729 is preferred by the customer, Mitel will make every effort to accommodate this request. However, in some cases G.729 will not meet the expectations of the customer and G.711 is required. Mitel is not responsible for any costs associated with adding the appropriate amount of bandwidth to support G.711. The amount of required bandwidth stated above does not account for data traffic and the customer is responsible for allocating the proper amount of bandwidth for data applications at each location in addition to the calculated phone bandwidth.
  - 11) Voicemail and Auto Attendant calls utilize the G.711 VOCODER only.
  - 12) It is the Customers responsibility to ensure there is proper bandwidth to support the Customers specific call volume.
- p Anti-Virus and Windows Updates
  - 1) Mitel requires the use of Anti-Virus software on Windows based products.
  - 2) In no case will Mitel be responsible for the updates, repair or maintenance of the anti-virus software, nor will Mitel be responsible for any loss incurred by Customers due to virus-related matters.
  - 3) Customer is responsible for applying Windows updates after checking with Mitel for update compatibility with the Mitel product.
- q Remote Access
  - 1) Mitel requires remote access to Mitel servers for remote support. Remote access will require an external address on the Remote Management server to allow for a PPTP connection to the Phone VLAN.
  - 2) Customer agrees to allow Mitel to connect other items of equipment to the Products being supported, such as but not limited to, trackers, data collection equipment, monitoring equipment, etc., for the sole purpose of diagnostics.

## 5.0 CUSTOMER NETWORK PERFORMANCE

- a The quality of the data network is one of the most important factors in achieving a high-quality VoIP telephony call. The variables involved include the speed and capacity of the network configuration, type of connection, routing scheme, and amount of traffic being passed through the network.

### 5.1 Mitel will provide the following with respect to network performance:

- a Mitel will be available to answer any questions related to configuration, required protocols, network analysis, or the Mitel 3300 performance.



- 5.2 Customer will provide the following with respect to network performance during implementation and ongoing to support VoIP applications. Mitel will assure all network equipment provided as part of the sale by Mitel meets these requirements.**
- a Packet Loss (The percentage of uniformly distributed data packet loss (non-burst)): Best quality is under .5% packet loss. .5% to 2% is typically ok, but as a network approaches 2% packet loss it becomes noticeable. 2%+ Mitel Engineering Guidelines say this will cause quality issues.
  - b Network Delay (Latency) (The data network delay between two peer-to-peer network devices): One way delay (UDP traffic) is 130 ms or less.
  - c Jitter (Variances in delay): 40ms or less
  - d Hops (The number of router points a data packet must pass through during transmission): Mitel recommends 15 or fewer to minimize the number of potential problem points.
  - e Bandwidth: Approx. 48 kbps round trip using G.729 or 96 kbps round trip using G.711
  - f Provide a naming convention to be utilized by the designated devices and server for this application.
  - g The use of QoS Protocols and/or VLAN configurations as described by Mitel is required to ensure proper system operation.

**5.3 VPN/Internet Connectivity**

- a Mitel does not recommend using VPN/Internet type connectivity for business grade VOIP. Mitel can not guarantee the quality of any call traversing the VPN/Internet connection.
- b Mitel will not dispatch a Technician to troubleshoot voice quality issues over a VPN/Internet connection.

**5.4 Network Troubleshooting**

- a During and following system implementation, any Network Troubleshooting performed by Mitel will be invoiced to the Customer at the prevailing hourly rate. This includes time spent during discovery, Customer communication, and resolution. This does not apply to any network equipment provided by Mitel as part of the implementation.

**6.0 System Provisioning**

- a Mitel is reliant upon the customer to provide certain information regarding their business to properly provision the Mitel system. Mitel and the Customer designated Project Coordinator's will work together to gather and refine this information.

**6.1 Mitel will provide the following with regard to System Provisioning:**

- a Data-gathering tools to properly gather and format information.
- b Meet with customer to provide guidance and advice on various provisioning options and methodologies to meet the Customer's business requirements.
- c Translate provided information in provisioning format (program) and test system prior to cutover.
- d Document all provisioning information for future reference.

**6.2 Customer will provide the following with regard to System Provisioning:**

- a Provide site-specific information, such as templates for stations, software, networking and trunking requirements, station data, equipment location (marked with extension, phone type, cable number, switch/jack number, name of user for items such as bells, fax machines, modems, paging speakers, voice terminals/phones, etc.) and a spreadsheet with corresponding information for cross-connect work to be performed in the equipment room.
- b Assist in help desk operations or cutover support for the first day of service.
- c Assist in station detail gathering (e.g., matching of existing voice terminals and data modules with user defining station classes of service, determine button features, and voicemail parameters in accordance with Mitel instructions and in putting subscriber information into Mitel tools for Mitel to verify and upload to the switch and messaging system).
- d Determine with assistance from Mitel direct inward dialing numbers, listed directory numbers, feature dial access codes, station numbering plans for each communication system and finalize a numbering plan for connectivity of trunk facilities.
- e Customer is not to make any changes to the Login or Password, or make changes to any permission for these Logins.

**7.0 Training**

**7.1 Mitel will provide the following with regard to training:**

- a Mitel will provide Customer training for phones and voicemail (If included in Sales Agreement)
- b Mitel will provide and conduct a suitable number of classes, each class averaging approximately 45 minutes in length supporting a maximum number of 20 persons.
- c Classes will be conducted on Customer Site.



- d Mitel will provide customized training guides for all users in regards to usage of telephones and voicemail systems. User guides will be customized to the particular set type.
- e Mitel will provide training to one (1) designated User on each of the following, Attendant Console and basic system administration.
- f For products such as but not limited to Unified Messaging, all client software for the 6510 (Messaging Server), Unified Communicator, all client software for Prairie Frye, Mitel PC Companion Application, Mitel will install, load, and/or configure the Customer for one (1) desktop PC. While performing this function, Mitel will train and/or instruct up to two (2) designated users on performing this function for the balance of the PC's that may require the Customer software.

**7.2 Customer will provide the following with regard to training:**

- a Schedule and ensure the users attend their designated training class.
- b Provide facilities to conduct the user training courses (up to 20 users) with instructor access one (1) hour prior to start of training.
- c Provide specific personnel to be trained on Section 7.1, e at the time of product installation.

**8.0 Post-Installation**

- a Together with Mitel, outline trouble-reporting procedures and logistics for use during any limited cutover help desk support that Mitel has agreed to provide.
- b Provide a Customer representative to support the Mitel cutover help desk personnel.
- c After completion of installation and a review with Mitel of the communication system, software and end point setup (as implemented at time of cutover), sign-off on the applicable acceptance document.

**9.0 ADDITIONAL PROVISIONS IF APPLICABLE**

**9.1 Mitel IP Phones**

- a When moving the Mitel IP End Points in and out of the LAN for mobile users, some configuration changes to the Mitel 3300 and End Points might be required. Mitel will provide a written procedure for the configuration change if such change is necessary. The End-User support personnel will have to access and modify the settings.

**9.2 911 Calls**

- a If an IP Endpoint user dials 911 from a remote location without local dial tone and a Mitel Line Interface Module, the call will be placed from a location other than their own. Since 911 services use caller ID to help locate the caller, emergency service could be misdirected or delayed. Also, the 911 service may be local to the system, but not to the IP device. All IP device users should be alerted to this situation and instructed to use a local telephone line for placing emergency calls if they reside at a site without local dial tone and a Mitel Line Interface Module. Also note that the IP devices will not function in the event of a power failure at the local site of the system location unless they are equipped with a UPS.

**9.3 Remote or Teleworker Endpoints.**

- a IP Endpoints and Line Interface Modules for Teleworker(s) will be pre-programmed and tested at the main location and shipped to end user for installation. It is the Customer's responsibility to ship and install the endpoints at the remote sites.
- b It is the Customer's responsibility to ensure the end users attend a training class via audio conference.
- c Voice Quality cannot be guaranteed over the public internet.
- d If data connectivity is lost to one or all of the Remote or Teleworker locations only the IP Endpoints with Line Interface Modules will be able to dial 911 and make outbound calls.

**9.4 Mitel Support for Virtual Environments.**

- a Customer must use the Mitel certified versions of VMWare VSphere Server and meet the minimum server requirements as provided by Mitel.
- b Mitel is only responsible for the Software that resides on the Customers ESX/ESXi Host.
- c The Customer is responsible for all hardware, programming, servicing and maintaining the ESX/ESXi Host computer(s).
- d Certain VMware management features may not be fully supported with all releases of Mitel Virtual Instances; Use of Fault Tolerance (FT), Updated Manager Server & OS Patching, Consolidated Backups (VCB), vCenter Converter, VMSafe and Snapshots with Mitel Virtual Instances may result, under certain situations, in unstable system behavior and loss of functionality.
- e VMotion has been tested and is supported however voice quality degrades during migration.



**9.5 Prairie Fyre Support for Virtual Environments.**

- a Prairie Fyre Customer Interaction Solutions and Mitel Call Accounting are supported in virtualized environments with the exception of Intelligent Queue and Contact Center Softphone. Intelligent Queue and Contact Center Softphone rely upon time-critical components and are therefore not suited/supported in virtual environments.
- b VMWare and Microsoft Virtual Server are supported virtual platforms. Customers using Microsoft Virtual Server are required to use a supported Version with any required Service Packs and stay up to date with future patches and service packs.
- c Should Prairie Fyre suspect that the virtualization layer/software is the root cause of a problem; the Customer may be required to:
  - 1) Install the software on a non-virtualized server to determine if the problem still exists.
  - 2) Contact the appropriate vendor to resolve the virtualization layer/software problem.
- d While Prairie Fyre Customer Interaction Solutions and Mitel Call Accounting are expected to function properly in a virtual environment, there may be performance implication which can invalidate the minimum system requirements.

**9.6 Paging over IP Endpoints.**

- a Intercom paging limitations consist of 16 page groups with no more that 32 endpoints (64 endpoints on certain controllers) per group per controller.
- b Paging between controllers/locations has additional limitations.

**Acceptance**

Customer Name -

By:

  
Authorized Signature

Name:

Roger Harmon  
Type or Print Name

Title:

Johnson County Judge

Date:

2-11-13

Mitel Technologies, Inc.

  
Authorized Signature

Name:

  
Type or Print Name

Title:

Area Director

Date:

2/4/13



**Customer Information**

Lease Account # 130357 Date Signed \_\_\_\_\_

Customer Name Johnson County, Texas

**Billing Information**

Address 1 NORTH MAIN STREET ROOM 209 County Johnson

City CLEBURNE State Texas Zip 76033

Phone # 817-556-6366 Email Address cjansky@johnsoncountytexas.org

Name of Signer \_\_\_\_\_ Title \_\_\_\_\_

**Install Information (if different)**

Address 1 NORTH MAIN STREET ROOM 209 County Johnson

City CLEBURNE State Texas Zip 76033

**Personal Guarantor (If Required)**

PG Name \_\_\_\_\_ SS # \_\_\_\_\_

PG Name \_\_\_\_\_ SS # \_\_\_\_\_

**ACH Info (If Required)**

Routing # \_\_\_\_\_ Account # \_\_\_\_\_

Name of Signer \_\_\_\_\_ Title \_\_\_\_\_

**Lease Information**

Commencement date \_\_\_\_\_ Term (#of mos) 60

Monthly payment \$6,332.86 First month payment amount Waived

Other Terms (1/2 pmts, deferred pmts etc) N/A

Promo Code \_\_\_\_\_

D&A Signer \_\_\_\_\_ Title \_\_\_\_\_

**Mitel Technology Information**

Name & Title of Signer Brice Brogosh / Area Dir

Sales Representative KIRK POWELL

Work Order.EJP # Mitel is a D I R VENDORS





Simply Communicating

TotalSolution Program Lease Agreement

Lease No. 130357

This lease is written in plain language because we want you to fully understand its terms. Please read your copy of this lease carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean the lessee indicated below. The words we, us, and our refer to the lessor indicated below. The words the Supplier as used throughout refers to Mitel Technologies, Inc., a third party which will transfer ownership of the equipment to us upon your execution of this lease and acceptance and delivery of the equipment. Therefore, your agreement concerning the lease of the equipment is with us and is set forth in this Agreement. You fully understand and agree that you have or will have entered into a separate agreement titled TotalSolution Program Service Agreement (hereafter called the "TSP Service Agreement") with the Supplier.

1. AGREEMENT: You agree to lease from us and we agree to lease to you the equipment and/or software listed on all Schedule 1's, and that all equipment will be used for business purposes only. You promise to pay us the sum of the rental payments indicated on Schedule 1 attached. You may request, periodically, that additional equipment be added to an existing location, which equipment will be listed on a Supplement to Lease Agreement which when executed by you and us, will be attached to the specific Schedule 1 of this agreement and made a part hereof for all purposes. Payments for equipment added by Supplement to Lease Agreement will be computed to terminate the same time as the applicable Schedule 1. You may also request that additional equipment and/or software be added at separate locations, the equipment and/or software will be described on a separate Schedule 1, which when executed by you and us, and the appropriate deposit paid, will be attached to this agreement and made a part hereof for all purposes. You promise to pay us the sum of all rental payments listed on all Schedule 1's and Supplements to Lease Agreements.

2. ORDERING EQUIPMENT: If you have entered into a purchase contract for the equipment, you agree to waive your rights of ownership by execution and acceptance of this Agreement and any Schedule 1 or Supplements to Lease Agreement.

3. NO WARRANTIES: We are leasing the equipment to you "AS IS." WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE IN CONNECTION WITH THIS LEASE. If the Supplier or anyone else has made a representation or warranty to you as to the equipment or any other matter, you agree that any such representation or warranty shall not be binding on us, nor shall the breach of such relieve you of, or in any way affect, any of your obligations to us under this lease. If the equipment is not satisfactory for any reason, you shall make your claim only against the Supplier and you shall nevertheless pay us all rent payable under this lease. So long as you are not in default under any of the terms of this lease, we transfer to you any warranties inherent with ownership made to us by the Supplier, or the manufacturer, or supplier. You understand and agree that only an authorized officer of Mitel Leasing, Inc. is authorized to waive or change any term or condition of this lease and no change is valid until and unless it is reduced to writing and signed by both parties. YOU AGREE THAT, REGARDLESS OF CAUSE, YOU WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST US AND WE SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY ARISING FROM YOUR USE OF OR INABILITY TO USE THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR BUSINESS, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT; OR FOR REMOVAL OF EXISTING EQUIPMENT; FROM ROUTING AND PROGRAMMING ERRORS; AND UNAUTHORIZED TRESPASS OF PROGRAMMING, SOFTWARE AND/OR EQUIPMENT, MODEM LINES AND LONG DISTANCE CARRIER SERVICES. NOR SHALL WE BE RESPONSIBLE FOR THE PROCUREMENT OF, OR PAYMENT FOR ANY LICENSING REQUIREMENTS AS A RESULT OF THE USE OF COPYRIGHTED MUSIC WITH THE EQUIPMENT. You acknowledge that we shall not be responsible for any service, repairs, warranty or maintenance of the equipment. We are not a party to the TSP Service Agreement or any other agreements between you and the Supplier, and even if you have a dispute regarding any warranty, maintenance or service provided by the Supplier, you will continue to pay us all payments due under this lease and all schedules to this lease.

4. NON-CANCELLABLE LEASE: Except as provided by the Upgrade Capability contained in the TSP Service Agreement, this lease cannot be cancelled.

5. TERM: The lease term will start on the date that any equipment is delivered to you or your agent as specified on Schedule 1's ("the Commencement Date") and will continue until you have met all of your obligations under the lease. Advance rentals are not refundable if the lease does not begin for any reason. The payments of rent are payable periodically in advance as stated on any schedule to this lease. The first payment is due on the Commencement Date as set forth on all Schedule 1's. You will be notified in writing if we change the date of your first payment. Thereafter, consecutive periodic payments will be due on the same day of each period indicated on this Agreement. All payments will be made to us at our address on this lease, or at another address, which we would designate in writing. Your obligation to pay rentals to us is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. You authorize us to insert serial numbers and other identification data about the equipment, as well as other omitted factual matters. If we accepted a security deposit from you, it will be held by us to secure your faithful performance of this lease, and it will be returned or applied as stated in Paragraph 14. You shall pay us a one-time administrative fee (not to exceed \$90.00) to reimburse us for our start-up administrative costs.

6. ASSIGNMENT: You may not sell, transfer, assign or sublease the equipment or this lease. We may, without notifying you, sell, assign or transfer this lease and ownership of the equipment; and you agree that if we do so, the new lessor will have the same rights and benefits that we now have, and the new lessor will not have to perform any of our obligations. You agree that the rights of the new lessor will not be subject to any claims, defenses or set-offs that you may have against us. However, any such assignment, sale, or transfer of this lease or the equipment will not relieve us of our obligations to you under this lease.

7. OWNERSHIP AND QUIET ENJOYMENT: We are the owner of and have title to the equipment. If any other person attempts to claim ownership of the equipment by asserting that claim against you or through you due to acts or omissions by you, you agree, at your expense, to protect and defend our title to the equipment. Further, you agree that you will at all times keep the equipment from any legal process or lien whatsoever, and you shall give us immediate notice of any lien whatsoever, or if any legal process or lien is asserted or made against the equipment. So long as you are not in default under any of the terms in this lease, we agree that you shall quietly use and enjoy the equipment.

8. CARE, USE AND LOCATION; LOSS OF EQUIPMENT: We are not responsible for installing and keeping the equipment in good working order and repair. The Supplier has provided for this in the TSP Service Agreement. You are responsible for protecting the equipment from damage, except for ordinary wear and tear and from any other kind of loss while you have the equipment or while it is being delivered to you. Even if the equipment is damaged or lost, you agree to continue to pay rent. You will keep and use the equipment only at your addresses shown on all Schedule 1's, and you will only use it for business purposes and in compliance with all applicable laws. You will not make any alterations or additions to the equipment without our prior written consent (which we will not unreasonably withhold), nor will you permanently attach the equipment to your real estate. You agree that you will not remove the equipment from those addresses unless you get our written permission in advance.

9. TAXES AND FEES: You agree to pay when due all taxes relating to this lease. You also agree that we have the right each year to estimate the yearly personal property taxes that will be due for the equipment and that you will pay us the estimated taxes when we request payment. If we pay any of those taxes, you agree to reimburse us on demand. You also agree that we have the right to sign your name to any document for the purpose of filing property tax statements, so long as the filing does not interfere with your right to use the equipment.

10. INDEMNITY: We are not responsible for any injuries or losses to you or any other person caused by your use of the equipment. You agree to reimburse us for and to defend us against any claims for such losses or injuries. This indemnity shall continue even after the term of this lease has expired.

11. INSURANCE: You agree to make all payments when due under this lease regardless of the cause of physical damage loss to the equipment. You agree to maintain, at your expense, a general public liability insurance policy, covering both personal injury and property damage, from anyone who is acceptable to us and to provide us, on request, with certificates or other evidence of insurance acceptable to us. If any insurance proceeds are paid as a result of any such loss or damage to the equipment, you agree that such insurance proceeds shall be paid to us to the extent of your rental obligations under this lease.

[Handwritten signature] 2-11-13 [Handwritten initials] 2/4/13  
CUSTOMER INITIALS DATE LEASING INITIALS DATE

**Total Solution Program  
Lease Agreement (continued)**

**12. DEFAULT AND REMEDIES:** If you do not pay rent when due or if you break any of your promises under this lease, or you become insolvent, assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) a bankruptcy proceeding, you will be in default. If your default is caused by your failure to make any payment when due, we can, after ten (10) days written notice, enter your premises and deactivate all or a portion of the equipment, or require that you return the equipment to us and pay to us the remaining balance of all of the rental payments due under this lease at present value, using a six (6%) percent per year discount rate. If you fail to return the equipment to us, in addition we can also require that you pay to us our residual interest in the equipment. You also agree to pay us interest on all sums due us from the date of default until paid at the rate of one and one-half (1½%) percent per month, but only to the extent permitted by law. If your default is caused by your breaking any of your other promises under this lease, we shall be entitled to recover from you all damages caused by that type of default. We can also use any of the remedies available to us under the Uniform Commercial Code or any other law. If we refer this lease to an attorney for enforcement or collection, you agree to pay the greater of (1) our reasonable attorney's fees or (2) at least twenty (20%) percent of the remaining balance of all the rental payments, and actual costs. If we have to take possession of the equipment, you agree to pay the cost of repossession, storing, shipping, repairing and selling the equipment, which sum is agreed to be five (5%) percent of the original cash price by us of the equipment. Although you agree that we are not obligated to do so, if we decide to sell the equipment, and we are able to sell the equipment for a price that exceeds the sum of (a) our cost of repossession described above, (b) the residual value of the equipment, present valued as calculated above, and (c) any remaining debt owed by you to us, then we shall give you a credit for the amount of such excess. You agree that we do not have to notify you that we are selling the equipment.

**13. OTHER RIGHTS:** You agree that any delay or failure to enforce our rights under this lease does not prevent us from enforcing any rights at a later time. Both parties intend this lease to be a valid and legal document, and agree that if any part is determined to be unenforceable, all other parts will remain in full force and effect. If this document is not found to be a lease, then you grant us a security interest in the equipment, and you acknowledge and agree to all other terms herein as applicable to the security interest. You also give us the right to immediately file, at your expense, any Uniform Commercial Code ("UCC") financing statements or related filings, as well as the right to sign your name to any such filings that we make.

**14. REDELIVERY OF EQUIPMENT:** In the event you do not decide to renew this lease, as provided for in the TSP Service Agreement, or purchase the equipment according to the terms of any Purchase Option Letter that we have issued to you, then when this lease expires, or is earlier terminated, you shall allow us or our designated agent, upon three (3) days' notice, the right and ability, during normal business hours, to disconnect and remove the equipment. If upon expiration or termination, you do not immediately return the equipment to us, the equipment will continue to be held and leased by you on a month to month basis at the same rental rate in this lease. Upon expiration of your lease, and provided you have fulfilled all of your obligations to us under this lease, we will either refund your security deposit without interest to you or at your direction apply it towards the purchase of the equipment.


**15. LATE CHARGES:** If, prior to our notice of default, any part of a payment is not made by you within thirty (30) days of its stated due date, you agree to pay us a late charge of ten (10%) percent of each late payment, but only to the extent permitted by law. You agree to pay us the late charge not later than one month following the date that the original payment was due.

**16. ENTIRE AGREEMENT; CHANGES:** This Lease contains the entire agreement between you and us and it may not be altered, amended, modified, terminated or otherwise changed except in writing and signed both by you and us. You agree and understand that you are only leasing the equipment as specified on all Schedule 1's and Supplement to Lease Agreements.

**17. MISCELLANEOUS:** In the event you fail to comply with any part of this lease, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days prior written notice to you. If we are required to pay any amount to obtain your compliance, the amount we pay, plus all of our expenses in causing your compliance, shall become additional rent and shall be paid by you at the time of the next due rental payment. If any notices are required under this lease, they shall be sufficient if given personally, by telefacsimile (fax) or mailed to the address set forth in this lease by certified or registered mail, postage prepaid. This lease is for the benefit of and is binding upon you and your personal representatives, successors and assigns. THIS LEASE SHALL BE BINDING WHEN ACCEPTED IN WRITING BY US AND THE RIGHTS AND OBLIGATIONS OF YOU AND US SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. YOU AGREE THAT THE COURTS OF THE STATE OF TEXAS FOR HARRIS COUNTY OR ANY FEDERAL DISTRICT COURT HAVING JURISDICTION IN THAT COUNTY SHALL HAVE JURISDICTION AND SHALL BE THE PROPER LOCATION OR VENUE FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS LEASE. You agree and consent that we may serve you by registered or certified mail, which shall be sufficient to obtain jurisdiction. Nothing stated in this lease is intended to prevent us from commencing any action in any court having proper jurisdiction. You waive trial by jury in any action between us.

**18. UCC -ARTICLE 2A PROVISIONS:** You agree that this is a "Finance Lease" under Article 2A of the Uniform Commercial Code, that is, you acknowledge nonexclusively that: (a) we did not select the equipment, we purchased it for lease to you; and (b) you have been given the name of the Entity which supplied the equipment you are leasing from us. We hereby notify you that you have rights under the agreements that you have with the Supplier.

**CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS ON BOTH THIS PAGE AND THE FIRST PAGE OF THIS LEASE.**

<p><b>Lease recipient (FULL LEGAL NAME)</b> Johnson County, Texas</p> <hr/> <p><b>1 NORTH MAIN STREET ROOM 209</b> BILLING ADDRESS</p> <p><b>CLEBURNE Johnson Texas 76033</b> CITY COUNTY STATE ZIP</p> <p><b>PHONE NO. 817-556-6366</b></p> <p><small>(THE UNDERSIGNED AGREES THAT THE EQUIPMENT SHALL BE USED FOR BUSINESS PURPOSES AND AGREES THAT NO MODIFICATION TO THIS LEASE WILL BE EFFECTIVE UNLESS MADE IN WRITING AND SIGNED BY BOTH PARTIES.)</small></p> <p><b>X</b>  <b>AUTHORIZED OFFICER'S SIGNATURE</b></p> <p><b>Print Name: Roger Harmon</b></p> <p><b>TITLE: Johnson County Judge DATE: 2-11-13</b></p> <p><b>Email: cjansky@johnsoncountytexas.org</b></p>	<p align="center"><b>ACH AUTHORIZATION</b></p> <p><small>THE UNDERSIGNED AGREES TO ALLOW LESSOR TO PROCESS MONTHLY PAYMENTS DUE UNDER THIS AGREEMENT VIA AUTOMATED CLEARING HOUSE (ACH)</small></p> <p><b>ABA / Routing and Transit #</b> _____</p> <p><b>Checking Account #</b> _____</p> <p><b>BY X</b> _____ <b>AUTHORIZED OFFICER'S SIGNATURE</b></p> <p><b>Print Name:</b> _____</p> <p><b>TITLE:</b> _____ <b>DATE:</b> _____</p> <p><b>ACCEPTED:</b> MITEL LEASING 10603 W. Sam Houston Pkwy North, Ste 400 Houston, TX 77064</p> <p><b>BY</b> _____</p> <p><b>TITLE:</b> _____ <b>DATE:</b> _____</p>
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**PERSONAL GUARANTY**  
I guarantee that the lessee will make all payments and pay all the other charges required under this lease when they are due and will perform all other obligations under the lease fully and promptly. I also agree that you may make other arrangements with the lease recipient and I will still be responsible for those payments and other obligations. You do not have to notify me if the lessee fails to meet all of its obligations under the lease. If lease recipient fails to meet all of its obligations, I will immediately pay in accordance with the default provisions of the lease all sums due under the original terms of the lease and will perform all other obligations of lessee under the lease. I will reimburse you for all the expenses you incur in enforcing any of your rights against the lease recipient or me, including attorney fees. If this is a corporate guaranty, it is authorized by the Board of Directors of the guaranteeing corporation. If this is a partnership guaranty, it is authorized under the partnership agreement. THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. I AGREE AND CONSENT THAT THE COURT OF THE STATE OF TEXAS, HARRIS COUNTY OR ANY FEDERAL DISTRICT COURT HAVING JURISDICTION IN THAT COUNTY SHALL HAVE JURISDICTION AND SHALL BE PROPER LOCATION FOR THE DETERMINATION OF DISPUTES ARISING UNDER THIS LEASE. I agree and consent that you may serve me by registered or certified mail, which will be sufficient to obtain jurisdiction. I waive trial by jury in any action between us.

**X** \_\_\_\_\_  
PERSONAL GUARANTOR SIGNATURE PRINT NAME SOCIAL SECURITY NUMBER DATED

**X** \_\_\_\_\_  
PERSONAL GUARANTOR SIGNATURE PRINT NAME SOCIAL SECURITY NUMBER DATED



Simply Communicating®

TotalSolution Program  
Schedule 1

This original Schedule is issued and effective as of the date set forth below. All of the terms, conditions, representations and warranties of the TotalSolution Lease Agreement identified by the Lease Number detailed below, including definitions of terms not otherwise defined in this Schedule, are hereby incorporated herein and made a part of hereof as if they were expressly set forth in this Schedule. This Schedule constitutes a separately enforceable, complete and independent Lease with respect to the Equipment described herein. By the execution and delivery of this Schedule, the parties affirm all of the terms, conditions, representations and warranties of the TotalSolution Program Lease Agreement.

<b>INSTALLING COMPANY</b> Mitel	
ADDRESS 7300 W Boston	
City Chandler	
STATE Arizona	ZIP 85226
<b>LOCATION OF EQUIPMENT</b> 1 NORTH MAIN STREET ROOM 209	
CITY CLEBURNE	
STATE Texas	ZIP 76033

LEASE NUMBER 130357	SCHEDULE ACCOUNT NO.
RENT COMMENCEMENT DATE: _____	
SCHEDULE OF PAYMENTS	
60	MONTHLY PAYMENTS OF \$ <u>\$6,332.86</u> <small>(applicable taxes to be billed)</small>
EXCEPT AS OTHERWISE INDICATED BELOW:	
<input type="checkbox"/>	OTHER <u>N/A</u>
PAYABLE AT SIGNING OF THE LEASE (Check one)	
<input type="checkbox"/>	FIRST _____ TOTAL PAYMENTS <u>Waived</u>
<input type="checkbox"/>	OTHER _____

LIST OF EQUIPMENT ATTACHED

<b>LESSEE (FULL LEGAL NAME)</b> Johnson County, Texas			
BILLING ADDRESS 1 NORTH MAIN STREET ROOM 209			
CITY CLEBURNE	COUNTY Johnson	STATE Texas	ZIP 76033
PHONE 817-556-6366	DATED 2-11-13		
BY <u>Roger Harmon</u> (AUTHORIZED SIGNER)			
PRINT NAME Roger Harmon	TITLE Johnson County Judge		

<b>DELIVERY AND ACCEPTANCE OF EQUIPMENT</b>	
I AM AUTHORIZED AND HEREBY CERTIFY, ON BEHALF OF THE LESSEE, THAT ALL OF THE EQUIPMENT TO BE LEASED HAS BEEN DELIVERED AND INSTALLED. THE INSTALLATION AND ALL OTHER WORK NECESSARY FOR THE EQUIPMENT'S USE HAS BEEN SATISFACTORILY COMPLETED. THE DELIVERY DATE IS THE DATE THIS ACCEPTANCE IS SIGNED.	
SIGNATURE <u>X</u>	
DATE _____	
PRINT NAME _____	
TITLE _____	

ACCEPTED: MITEL LEASING, INC., LESSOR 10603 W SAM HOUSTON PKWY NORTH, STE 400 HOUSTON, TX 77064	
BY <u>X</u>	DATE _____
TITLE _____	DATE _____



# TOTAL SOLUTION PROGRAM

LEASE NO 130357

## TOTAL SOLUTION PROGRAM SERVICE AGREEMENT

This Agreement is entered into by and between Mitel Technologies, 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 Schedule 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 guaranties, 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 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 lowsmoke 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 Texas 75833  
 CITY, STATE, ZIP CODE  
 BY Roger Harmon  
 SIGNATURE  
Roger Harmon, County Judge  
 TYPED NAME & TITLE  
 DATE 2-11-13

Mitel  
 7300 W. Boston  
 Chandler, AZ 85226  
 BY Brice Drogosh  
 SIGNATURE  
Brice Drogosh / AD  
 TYPED NAME & TITLE  
 DATE 2/4/13  
 KIRK POWELL  
 TYPED NAME - SALES REPRESENTATIVE

**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 are 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 inure 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 directories.

**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 1's. 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

2-11-13  
DATE

  
MITEL INITIALS

2/4/13  
DATE

**AMENDMENT NO. 1 TO THE TOTALSOLUTION PROGRAM LEASE AGREEMENT**

This is Amendment No. 1 to the TOTALSOLUTION PROGRAM LEASE Agreement which is between **Mitel Leasing, Inc.** ("we", "us", and "our") and Johnson County, Texas ("you" and "your") and was effective (the "Agreement"). This Amendment 1 is effective as of \_\_\_\_\_, notwithstanding its date of execution.

**RECITALS:**

**WHEREAS:**

- A) The parties entered into the Agreement under which the Customer agreed to purchase Mitel products and/or services in accordance with the terms thereof; and
- B) The parties have mutually agreed to amend the Agreement on the terms and conditions set forth below (the "Amendment");

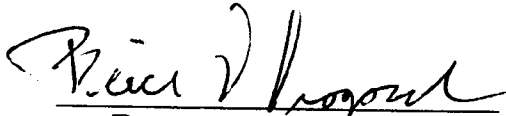
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

- A) The foregoing recitals are true and correct and are incorporated herein by reference.
- B) The Agreement is hereby amended as follows:
  - 1) Section 18 of the Agreement is hereby amended to add the following language to the end of the last sentence of the paragraph: "SUBJECT TO THE JOHNSON COUNTY CONTRACT TERMS ADDENDUM - MITEL LEASE, which is attached hereto and incorporated herein for all purposes."
  - 2) PERSONAL GUARANTY section is hereby stricken in its entirety.
- C) Terms not otherwise defined in this Amendment shall have the meaning set out in the Agreement. Except as amended hereby, the Parties confirm that the Agreement remains in full force and effect in accordance with the terms thereof and the terms not hereby amended shall apply to this Amendment as though stated herein.
- D) If there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment shall control.
- E) The Agreement, as amended by this Amendment, represents the entire Agreement of the parties on these matters and may not be further modified or amended without the express written consent of the parties.
- F) This Amendment may be executed in counterparts with the same effect as if both parties signed the same document. The counterparts shall be construed together and shall constitute one and the same original agreement. A signature on this Amendment by one party communicated to the other by facsimile transmission will constitute execution of this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective duly authorized representatives as of the date first set out above.


Accepted and Agreed to:

**MITEL LEASING, INC.**

  
Name: Brian Drogdich  
Title: AD

Accepted and Agreed to:

**Johnson County, Texas**

 2-11-13  
Name: Roger Harmon  
Title: Johnson County Judge

**AMENDMENT NO. 1 TO THE TOTALSOLUTION PROGRAM SERVICE AGREEMENT**

This is Amendment No. 1 to the TOTALSOLUTION PROGRAM SERVICE Agreement which is between **Mitel Technologies, Inc.** ("Mitel") and Johnson County, Texas ("Customer") and was effective (the "Agreement"). This Amendment 1 is effective as of . notwithstanding its date of execution.

**RECITALS:**

**WHEREAS:**

- A) The parties entered into the Agreement under which the Customer agreed to purchase Mitel products and/or services in accordance with the terms thereof; and
- B) The parties have mutually agreed to amend the Agreement on the terms and conditions set forth below (the "Amendment");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

- A) The foregoing recitals are true and correct and are incorporated herein by reference.
- B) The Agreement is hereby amended as follows:
  - 1) The following new section is amended into the Agreement: "20. The terms and conditions stated herein are subject and subordinate to the terms and conditions set forth in the JOHNSON COUNTY CONTRACT TERMS ADDENDUM – MITEL SERVICE AGREEMENT 2013 which is attached hereto and incorporated herein for all purposes."
- C) Terms not otherwise defined in this Amendment shall have the meaning set out in the Agreement. Except as amended hereby, the Parties confirm that the Agreement remains in full force and effect in accordance with the terms thereof and the terms not hereby amended shall apply to this Amendment as though stated herein.
- D) If there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment shall control.
- E) The Agreement, as amended by this Amendment, represents the entire Agreement of the parties on these matters and may not be further modified or amended without the express written consent of the parties.
- F) This Amendment may be executed in counterparts with the same effect as if both parties signed the same document. The counterparts shall be construed together and shall constitute one and the same original agreement. A signature on this Amendment by one party communicated to the other by facsimile transmission will constitute execution of this Amendment.

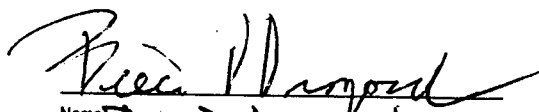
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective duly authorized representatives as of the date first set out above.

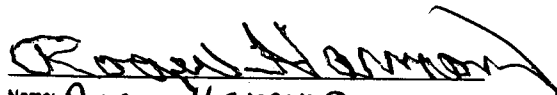
Accepted and Agreed to:

**MITEL TECHNOLOGIES, INC.**

Accepted and Agreed to:

**Johnson County, Texas**

  
Name: Bruce D Drogus  
Title: AD

 2-11-13  
Name: Roger Harmon  
Title: Johnson County Judge



Dear Customer: We've written this Supplement to the TotalSolution Program (Supplement) in simple and easy to read language because we want you to understand its terms. Please read your agreement carefully and feel free to ask us any questions you may have about it. We use words you and your to mean the Customer. The words we, us and our refer to the Lessor indicated below.

**Software Assurance and Support (SWAS)** coverage provides you with software Update Releases (which may include bug fixes, patches and/or minor feature enhancements) and software Upgrade Releases (which includes major feature enhancements, and may contain bug fixes and patches) for the applicable product or products during the term without additional upgrade fees or charges for that software. Software Assurance does not include the labor and services to implement software Upgrade Releases for the covered product or products, nor does it cover the costs for any additional hardware or hardware upgrade should it be required for the software installation.

Supplement Number \_\_\_\_\_  
 Supplementing Lease Number \_\_\_\_\_  
 Branch \_\_\_\_\_

Customer Name		Address	
City	State	Zip	
Lessor Name <b>Mitel Leasing, Inc.</b>		Address <b>10603 W Sam Houston Parkway N Suite 400</b>	
City <b>Houston</b>	State <b>Texas</b>	Zip <b>77064</b>	Phone <b>(713) 844-0800</b>

1. Lease Agreement. We agree to lease to you and you agree to lease from us the Software Assurance provisions listed below.

**Description of Software Assurance provisions**

Quantity	Description of SWA	Monthly Price	Total Monthly
2,310.00	STD SWAS MCD USER	0.11	244.16
40.00	STD SWAS MAS AWC AUDIO PORT	0.44	17.44
2,500.00	STD SWAS MAS NPM MAILBOX	0.05	115.61
5.00	STD SWAS MCD BASE (INCL 16 USERS)	1.65	8.26
5.00	STD SWAS MAS BASE	1.32	6.61
5.00	STD SWAS UCA SOFTPHONE	0.11	0.53
10.00	STD SWAS MBG BASE	0.33	3.30
125.00	STD SWAS UCA DESKPHONE	0.15	18.17
600.00	STD SWAS MBG SIP CONNECT	0.08	47.56
40.00	STD SWAS MAS AWC WEB PORT	0.22	8.98
10.00	STD SWAS ULM Enterprise	0.00	0.00
25.00	STD SWAS MBG TW USER	0.16	3.96
5.00	STD SWAS Virtual MCD Base	1.65	8.26
50.00	STD SWAS UCC Entry	0.15	7.27

2. Additional Monthly payment: \$ 490.11

3. Terms and conditions. You agree that all of the terms and conditions contained in the Lease referred to above will apply to this Supplement, except as stated in paragraph 4 below.

4. Term and Rent. The term of this Supplement will be the same number of months or the number of months remaining under the original Lease described and numbered above at the time we accept this Supplement. The additional monthly payment for the equipment and/or software leased under this Supplement will be the amount listed in paragraph 2 above which will be added to the payments stated in the Lease. You agree to pay the combined payments on the due dates stated in the Lease for the remaining term of the Lease.

5. Additional Provisions. You agree that this Supplement cannot be cancelled except as provided for in the Lease. You also agree that the software will not be used for personal, family or household purposes. You acknowledge receipt of a copy of this Supplement.

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

\_\_\_\_\_  
CUSTOMER NAME

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY STATE ZIP CODE

By: \_\_\_\_\_

**MITEL LEASING, INC.**

**10603 W Sam Houston Parkway N**  
**Suite 400**

\_\_\_\_\_  
MAILING ADDRESS

**Houston, TX 77064**

\_\_\_\_\_  
CITY STATE ZIP CODE

By: \_\_\_\_\_



Supplement to TotalSolution® Program for Software Assurance

*[Handwritten signature]*

*[Handwritten signature]*  
TYPED NAME & TITLE

*[Handwritten signature]*  
TYPED NAME & TITLE

Date: 2-11-13

Date: 2/4/13

Lessee (Full Legal Name) Johnson County, Texas

Account Number 130357



**Delivery and Acceptance of Equipment**

**LESSEE:** Johnson County, Texas

**Address:** 1 NORTH MAIN STREET ROOM 209

**City, State, Zip:** CLEBURNE Texas 76033

In accordance with the executed lease agreement dated \_\_\_\_\_, I hereby certify on behalf of the Lessee that all of the equipment to be leased has been delivered and installed. The installation and all other work necessary for the equipment's use has been satisfactorily completed. The delivery date is the date this acceptance is signed.

Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Location Of Equipment if other than above:**

**Address:** 1 NORTH MAIN STREET ROOM 209

**City, State, Zip:** CLEBURNE Texas 76033

**Phone Number:** 817-556-6366

**Installing Entity**

**Name:** Mitel Technologies Inc.

**Address:** 7300 W. Boston

**City, State, Zip:** Chandler AZ 85226

**Mitel Leasing, Inc., 10603 W Sam Houston Pkwy North, Ste 400, Houston, TX 77064**

**Work Order/EJP# Mitel is a D I R VENDORS**

## 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 between Mitel Technologies, Inc. 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	Original term 48	Original term 36
54002763	MCD SIP User license	11.33	13.35	16.78
54002390	MCD SIP Trunk License	8.38	9.88	12.41
54000297	MCD Embedded VM Mailbox License	4.98	5.87	7.38
54003691	MCD External Hotdesking License	4.76	5.61	7.05
54004975	MCD Enterprise User License	10.87	12.82	16.10
54004976	MCD Standard User License	9.06	10.68	13.42
54005065	MCD Standard Dynamic Extension License	10.19	12.02	15.10
54005066	MCD Enterprise Dynamic Extension License	12.00	14.15	17.78
580.2100	SINGLE LINE MODULE CS-5200 (SLM-4)	31.94	37.65	47.31
580.2101	PCBA SINGLE LINE MODULE (SLM-8 for DEI)	57.08	67.28	84.55
580.2200	PCBA DIGITAL ENDPOINT MDUL (DEM-16)	25.91	29.17	34.93
580.2304	PCBA QUAD LOOPSTART TRUNK MDUL(LSM-4)	28.77	33.91	42.61
840.0226	LICENSE 5000 IP ENDPOINT A	9.51	11.21	14.09
840.0414	LICENSE 5000 IP ENDPOINT B	6.12	7.21	9.06
840.0415	LICENSE 5000 IP ENDPOINT C	4.98	5.87	7.38
840.0416	LICENSE 5000 IP ENDPOINT D	7.25	8.54	10.74
840.0227	LICENSE 5000 INDIVIDUAL PRI	66.14	77.96	97.97
840.0759	LICENSE 5000 DUAL T-1 SECOND PORT	81.77	96.39	121.12
51011571	5304 IP Phone (req MCD or 5000 D License)	12.91	15.22	19.12
50005847	5312 IP Phone (req MCD or 5000 D License)	14.27	16.82	21.14
50005664	5324 IP Phone (req MCD or 5000 D License)	16.99	20.03	25.16
50006191	5320 IP Phone (req MCD or 5000 D License)	17.67	20.83	26.17
50005804	5330 IP Phone (req MCD or 5000 D License)	21.15	23.66	28.12
50005071	5340 IP Phone (req MCD or 5000 D License)	24.99	27.96	33.23
50005991	5360 IP Phone (req MCD or 5000 D License)	36.92	43.52	54.69
50006361	5340 IP PHONE W/GIGABIT STAND (req MCD or 5000 D License)	30.35	35.78	44.96
50006363	5330 IP PHONE W/GIGABIT STAND (req MCD or 5000 D License)	25.82	30.44	38.25
50006362	5320 IP PHONE W/GIGABIT STAND (req MCD or 5000 D License)	21.29	25.10	31.54
51015276	5610 IP Cordless DECT Stand+Handset (req License)	27.86	32.84	41.27
51015282	5610 IP Cordless DECT Handset Only (req License)	16.76	19.76	24.83
50005301	48VDC ETNT PWR ADPT 100-240V (req 51005172 pwr crd)	1.81	2.14	2.68
51005172	PWR CRD C7 2.5A 125V-NA PLUG	0.23	0.27	0.34
50005712	CORDLESS HEADSET & MODULE DECT	21.97	25.90	32.54
50005711	CORDLESS HANDSET & MODULE DECT	16.08	18.96	23.82
50006122	8528 Digital 2X16 LCD Telephone (req DEM port)	18.80	22.16	27.85
50006123	8568 Digital 6X16 LCD Telephone (req DEM port)	24.69	29.10	36.57
550.8520	8520 DIGITAL 2 LINE LCD DISPLAY PHONE (req DEM port)	14.76	16.62	19.89
550.8560	8560 DIGITAL 6 LINE LCD DISPLAY PHONE (req DEM port)	18.71	21.07	25.23
550.8622P	8622 IP SIP 2X16 LCD ENDPOINT (req 5000 A license)	14.50	17.09	21.47
550.8662P	8662 IP SIP W/6X16 LCD ENDPOINT (req 5000 A license)	20.51	23.09	27.65
900.0367	INT4000 CORDLESS DIGITAL PROPRIETARY PHONE (req DEM port)	18.53	21.84	27.44
54004262	UC Express 1 Deskphone License	2.72	3.20	4.03
54004264	UC Express 1 Softphone License	5.44	6.41	8.05
54004266	UC Advanced 1 Deskphone License	7.20	8.49	10.67
54004268	UC Advanced 1 Softphone License	6.12	7.21	9.06

- 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. 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 TotalSolution 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.

  
Customer Initial  
2-11-13

