

NOV 25 2019

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

Approved

SUBMITTED BY: Carla Hester

TODAY'S DATE: 11-19-19

DEPARTMENT: IT Department

SIGNATURE OF DEPARTMENT HEAD:

REQUESTED AGENDA DATE: November 25, 2019

SPECIFIC AGENDA WORDING: Consideration for approval and for Authorization for Judge to sign contract and Contract Addendum with Mitel Technologies, Inc. for acquisition of Mitel phone system via lease Government Obligation Contract agreement Lease Servicing Center, Inc. dba National Cooperative Leasing.

PERSON(S) TO PRESENT ITEM: Dan Milam – IT Director

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5 min.

ACTION ITEM: x

WORKSHOP _____

(Anticipated number of minutes needed to discuss item) **CONSENT:** _____

EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: x

IT DEPARTMENT: x

AUDITOR: x

PURCHASING DEPARTMENT: x

PERSONNEL: _____

PUBLIC WORKS: _____

BUDGET COORDINATOR: x

OTHER: _____

*******This Section to be Completed by County Judge's Office*******

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____

**JOHNSON COUNTY CONTRACT TERMS
ADDENDUM – MITEL TECHNOLOGIES, INC. -- 2019
(Mitel Telephone Equipment Lease-Purchase)**

**The Johnson County Commissioners Court Finds, and the Parties Agree,
as Follows:**

1.1

This document is an **Addendum** is a part of the “Mitel Support Agreement” and associated Agreements and exhibits (the “Agreement”) between **Johnson County, Texas**, a political subdivision of the State of Texas, (hereinafter referred to as “**County**”), and **Mitel Technologies, Inc.** (“**Mitel**” hereunder) (Collectively, the “**Parties**” or each individually a “**Party**”). This Agreement is effective as of last date of signature appearing below.

1.2

The terms and provisions of this Addendum shall apply to any assignee or transferee of the contract associated with this Addendum.

2.1

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 the Northern District of Texas, Dallas Division. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.

2.2

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.

2.3

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.

2.4

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.

Article XI, Section 7(a) of the Texas constitution provides in relevant part:

... But no debt for any purpose shall ever be incurred in any manner by any city or county unless provision is made, at the time of creating the same, for levying and collecting a sufficient tax to pay the interest thereon and provide at least two per cent (2%) as a sinking fund, except as provided by Subsection (b) ...

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

2.5

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.

2.6

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.

2.7

Intentionally deleted.

2.8

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 for workers compensation matters or for any other matters, therefore any provisions to the contrary are hereby deleted.

2.9

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st 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.

2.10

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.

2.11

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. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information County reasonably believes that **Mitel** might lawfully seek to claim as confidential, then County will forward the request to **Mitel**. It shall be the obligation of **Mitel** to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with **Mitel** in making such submission to the Texas Attorney General's Office. **Mitel** acknowledges and understands that contracts and agreements with a political subdivision of the State of Texas are public information and are not confidential.

2.12

Services provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

2.13

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

2.14

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

2.15

Johnson County shall be responsible for the acts or failure to act of its employees, 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.

2.16

If the Agreement provides for the continuation of this Agreement from year to year, then continuation 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, Johnson County intends to continue the Agreement for its entire term and to satisfy its obligations thereunder. For each succeeding annual fiscal period: (a) Johnson County agrees to include in its budget request appropriations sufficient to cover Johnson County's obligations under the Agreement and this Agreement need not be specifically identified in the annual budget or budget process; (b) Johnson County agrees to use all reasonable and lawful means to secure these appropriations; and (c) Johnson County agrees it will not use non-appropriations as a means of terminating the Agreement in order to acquire functionally equivalent products or services from a third party or for convenience.. Utilization of the equipment or services provided by **Mitel** 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 72 months** from the date of execution of this Addendum without additional specific consideration and approval by the Commissioners Court of Johnson County, Texas.

2.17

Mitel certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. **Mitel** states that it is not ineligible to receive State or Federal funds due to child support arrearages.

2.18

Mitel verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. Mitel further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist

organization” means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

2.19

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of Johnson County and signed by the Johnson County Judge.

2.20

Notwithstanding any other provision in this Addendum or the associated documents, if **Mitel** is being contracted to provide software and information technology and services to maintain and make available for use by Johnson County and the public documents, data, content and records, then said documents, data, content and records are and shall be the exclusive property of Johnson County, Texas or the State of Texas or a political subdivision thereof.

2.21

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. ***THE TERMS OF THIS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS AND ANY TERM TO THE CONTRARY IN THE MITEL SUPPORT AGREEMENT OR OTHER DOCUMENTS PUT FORTH BY MITEL IS HEREBY DELETED.*** _____ (Initials of Mitel Representative): _____ (Initials of Johnson County Judge).

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

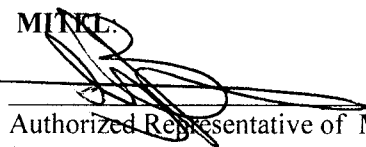
Roger Harmon
As Johnson County Judge

Date

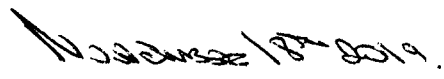
Attest:

County Clerk, Johnson County

Date

MITEL:


Authorized Representative of **Mitel Technologies Inc.**



Date

Printed Name: Susan Bell

Title: VP Business Development

2.21

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. **THE TERMS OF THIS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS AND ANY TERM TO THE CONTRARY IN THE MITEL SUPPORT AGREEMENT OR OTHER DOCUMENTS PUT FORTH BY MITEL IS HEREBY DELETED.** [Signature] (Initials of Mitel Representative); [Signature] (Initials of Johnson County Judge).

APPROVED AS TO FORM AND CONTENT:

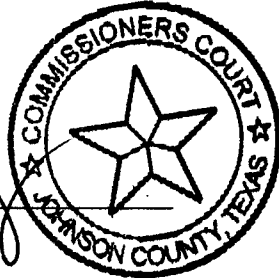
JOHNSON COUNTY:

[Signature]
Roger Harmon
As Johnson County Judge

11/25/19
Date

Attest:

[Signature]
County Clerk, Johnson County



11/25/19
Date

MITEL:



[Signature]
Authorized Representative of Mitel Technologies Inc.

November 19th 2019
Date

Printed Name: Gregory R. [Signature]

Title: EVP Business Development

SUPPORT AGREEMENT

Mitel Technologies, Inc. ("Mitel")	Johnson County ("Customer")
Principal Place of Business (Address): 1146 North Alma School Road Mesa, Arizona, 85201	Principal Place of Business (Address): 1 North Main Street, Room 209, Cleburne, TX 76033
Signature: 	Signature: 
Name: <u>Gerson Bousquet</u>	Name: <u>Roger Harmon</u>
Title: <u>VP Business Development</u>	Title: <u>County Judge</u>
Date: <u>November 17th 2019</u>	Date: <u>11/25/19</u>

Mitel and Customer agree to the terms and conditions below and have caused this Agreement to be executed by their respective duly authorized representatives:

1. SUPPORT SERVICES.

(a) This Agreement is effective as of the date first appearing above ("Effective Date"). The initial term of this Agreement is twelve (12) months from the Effective Date. Thereafter, this Agreement will automatically renew for additional twelve-(12) month periods (each a "Renewal Term"). Either party may terminate this Agreement during a Renewal Term upon thirty-(30) days prior written notice to the other.

(b) Customer will receive support services ("Support Services") as set forth in a Support Plan referencing this Agreement. Each Support Plan will automatically renew for additional twelve (12)-month periods unless either party provides written notice thirty (30) days prior to expiration. No renewal shall be effective unless Customer has installed the current release version of the embedded software minus 2 and (if applicable) Customer maintains application software at release levels currently supported by Mitel. Customer may increase the level of Support Services at the beginning of a month. Prices for the additional services will be pro-rated. Any decrease in the level of services must be made at the beginning of a Renewal Term. The prices for the Support Services may be adjusted to reflect changes to the System. Mitel will provide notice of any change in prices forty-five (45) days prior to any Renewal Term. All Support Services are limited to the Site listed in the Support Plan.

(c) Standard of Performance. Support Services will be performed in a good and workmanlike manner consistent with standard communications industry practice. Mitel may subcontract work required under this Agreement, but will remain responsible for the work performed. Mitel may utilize remanufactured / certified parts that meet factory specifications, and any removed parts shall become the property of Mitel.

(d) Definition of Major and Minor Failures.

(i) A Major System Failure for a PBX or ICP is defined as a complete system failure, tie-line group out of service, major system alarm, failure of an entire trunk group, more than twenty percent (20%) of stations totally inoperative, attendant position failure, inability to receive incoming calls, inability to call outside of the facility, or system failure that substantially interferes with the Customer's normal use of the System. A Major System Failure for voice processing System is defined as an inability to access system through the system manager terminal or through at least seventy-five percent (75%) of all telephone ports, inability to access one or more disk drives that store messages or data, loss of system integration, continual system restarts, unscheduled total system outage, reboot failure, inability of system to collect CDR data (if applicable). All other failures shall be deemed a Minor System Failure.

(ii) A Major Application Failure for an application software is defined as a complete inability to use the application software, application crash or loss of data that significantly interferes with Customer's access to or use of the application software. All other failures shall be deemed a Minor Application Failure.

(e) Application Software Support. Support for applications software listed in the Support Plan includes remote or onsite diagnosis and troubleshooting of Major and Minor Application Failures. Mitel will use commercially reasonable efforts to restore the application software to substantial compliance with applicable manufacturer specifications, including the following: developing work-around directions; updating application software documentation; and updating software, which includes maintenance fixes. Mitel will replace any software media or documentation that is defective in material or workmanship. Support for application software does not include (i) remedies for cosmetic software bugs that do not cause material deviation from the manufacturer's specifications or (ii) application software upgrades (which include additional application enhancements and functionality beyond software updates or maintenance fixes) unless Mitel determines that an upgrade is necessary to resolve the Application Failure.

(f) Proactive Remote Monitoring and Remote Support. Customer must provide the proper connection (when applicable) to a Mitel Proactive Remote Monitoring Unit to receive remote support and/or proactive remote monitoring (if specified in the attached Support Plan) and if the System is capable of supporting such capabilities. Remote Monitoring and Access Service ("RMAS") Maintenance Coverage includes 24 x 7 remote access and/or remote monitoring. Remote monitoring requires the purchase of optional license(s). System passwords, user names and access codes are also required.

As an alternative, Customer may provide Mitel with remote access (VPN) to diagnose Customer reported incident(s) on the installed solution. System passwords, user name and access codes are also required.

Mitel shall not be responsible for proactive remote monitoring or remote support in the event that Customer disconnects the remote access (VPN), remote monitoring, or remote support or that the licensing to either access and/or remote monitoring have expired.

(g) Supplemental Services. All supplemental services will be performed under a Work Authorization subject to this Agreement, which shall take precedence over any purchase order or work authorization. If any supplemental work / service are subsequently added to the Support Plan, the price will be adjusted accordingly. Any product or material provided in connection with the Support Services is provided "as is" and subject to all terms and conditions applicable for the product or material. The following are supplemental services that will be provided at Mitel's then prevailing time and materials rates, including the following:

- (i) communicating and cooperating with communications service provider(s) ("Liaison Service") to correct any problem that was not caused by the System;
- (ii) technician on-site service (including travel to and from the Site) to re-establish remote access that was disconnected or disabled by anyone other than Mitel or its authorized agent.

- (iii) installing software upgrades;
- (iv) moves, adds and changes (MAC);
- (v) consulting on application capabilities, administration, configuration, proper usage of application software, custom programming, documentation, training or other services that are not related to resolving a Major or Minor Application Failure;
- (vi) any other work not specifically provided for in the Support Plan.

(h). **Exclusions.** Mitel shall have no responsibility for troubleshooting or correcting any problems arising from the following: (i) Customer failure to maintain the embedded software at not less than the current release minus 2; (ii) power surges or dirty power not caused by Mitel; (iii) accidents, negligence or misconduct not caused by Mitel; (iv) work not performed or authorized by Mitel; (v) Customer data entry or Customer database backup; (vi) hardware or software not supplied by Mitel; (vii) Customer failure to maintain the environmental or electrical conditions according to manufacturer's specifications; (viii) host systems; and (ix) the LAN/WAN. Mitel's sole obligation or support of application software that is based on software code or features or functionality or for repair or replacement of System parts that have been manufacturer discontinued is to work in good faith with the manufacturer to obtain repairs, replacement parts, or devise custom software fixes, patches or work-arounds for which Customer shall be responsible to pay.

2. PAYMENT TERMS. Customer shall pay all amounts due as stated in the Support Plan net thirty (30) days from receipt of an invoice ("Payment Due Date"). Customer shall pay any applicable taxes arising from its purchase of the Support Services under this Agreement and any related equipment or material or provide a tax exemption certificate prior to invoicing. The requirements of this Section are a material provision of this Agreement. If payment is not received by the Payment Due Date, Mitel may at its sole discretion (i) terminate this Agreement and retain all sums paid after giving fifteen (15) days prior written notice to cure and/or (ii) suspend delivery of any products or performance of any service immediately without notice until such payments are received by Mitel. Any amounts that remain unpaid by Customer after the cure period will be subject to the lesser of two percent (2%) monthly interest rate or the maximum rate allowed by applicable law.

3. TERM / TERMINATION. Except in the event of a termination for cause and notwithstanding the expiration of this Agreement, the relevant terms and conditions of this Agreement shall continue in full force beyond expiration with regard to any Support Plan, P.O. or Work Authorization in progress. A breach of a material provision of this Agreement shall constitute a default for which the non-defaulting party may terminate this Agreement, provided that the defaulting party is provided thirty (30) days prior written notice to cure the default. Additionally, either party shall be deemed in default of this Agreement if a bankruptcy or insolvency proceeding is filed by or against either party or if either party makes an assignment for the benefit of its creditors. Failure to cure any default within the required time shall entitle the non-defaulting party to terminate this Agreement or suspend performance of this Agreement without liability. For so long as either party is in default, the other party shall be relieved of its obligations. Any claim or suit arising under or related to this Agreement must be brought by Customer within eighteen (18) months from the date that the cause of action accrued.

4. ASSIGNMENT. Customer shall not assign its rights or delegate its obligations under this Agreement in whole or in part without Mitel's prior written consent, which consent will not be unreasonably withheld.

5. CONFIDENTIALITY. Customer acknowledges and agrees that this Agreement is proprietary to Mitel, and Customer shall keep the terms and conditions of this Agreement and the information contained herein, including the Appendices attached herewith, confidential. Notwithstanding the foregoing, Mitel recognizes and acknowledges that Customer is a political subdivision of the state of Texas and an executed contract cannot be maintained as confidential by a political subdivision of the State of Texas pursuant to Chapter 552 of the Texas Government Code.

6. LIMITATION OF LIABILITY. EXCEPT FOR THE PROVISIONS RELATED TO SOFTWARE LICENSE, LIABILITY FOR EITHER PARTY SHALL BE LIMITED TO DIRECT DAMAGES ONLY NOT TO EXCEED THE AMOUNT PAYABLE TO

MITEL UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM ANY CLAIM OR ACTION BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY. MITEL SHALL IN NO WAY BE LIABLE FOR ANY LOSS OF DATA, INABILITY TO USE DATA, OR DAMAGE OR EXPENSE ARISING FROM THE USE OR INABILITY TO USE THE SYSTEM EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER SYSTEM, WHETHER OR NOT MITEL HAS RECEIVED NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THAT THE ABOVE MAY NOT APPLY TO YOU.

7. DISCLAIMERS. MITEL DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION THAT THE SUPPORT SERVICES PREVENT TOLL FRAUD, UNAUTHORIZED ACCESS, LOSS OR THEFT OF ELECTRONIC DATA, OR INVASION OF PRIVACY (COLLECTIVELY, "FRAUDULENT ACTIVITY"). MITEL SHALL HAVE NO LIABILITY TO CUSTOMER IN THE EVENT OF SUCH FRAUDULENT ACTIVITY. CUSTOMER IS ADVISED THAT THE OPERATION OF E-911 REQUIRE ACCURATE INFORMATION CONTAINED IN CUSTOMER'S DATABASE, WHICH CUSTOMER IS SOLELY RESPONSIBLE FOR CREATING AND MANAGING.

8. NON-SOLICITATION. Customer acknowledges and agrees that while this Agreement is in effect and for the period of 1 (one) year thereafter, it shall not directly or indirectly, contact any employee of Mitel for the purpose of solicitation for employment.

9. FORCE MAJEURE. Neither party shall be held liable for a breach of its obligations under this Agreement in the event, and to the extent, of force majeure events, such as debilitating forces of nature, acts of God, acts of governments; acts or omissions of third parties, or other conditions beyond the reasonable control of the party that failed to perform. A party that fails to perform for force majeure reasons shall deliver the performance as soon as commercially practicable.

10. SEVERABILITY. In the event that any of the provisions contained herein is for any reason be held to be unenforceable, such unenforceability shall not affect the validity of any other provision of this Agreement, and this Agreement shall then be construed as if such unenforceable provision had never been contained herein. The parties agree to work in good faith to substitute the invalid provision with a provision that best achieves the effect intended by the parties. The right of either party at any time to require strict performance shall not be affected by any previous waiver or course of dealing.

11. APPLICABLE LAW. This Agreement shall be interpreted under the laws of the State of Arizona, exclusive of its conflict of laws provisions.

12. ENTIRE AGREEMENT. This Agreement, together with the Johnson County Contract Terms Addendum (the "Addendum"), and any appendices or attachments referenced herein, expresses the entire agreement of the parties and supersedes any prior agreement or negotiation. There is no other understanding, agreement or representation, including any Requests for Proposal by Customer and responses of Mitel, that in any way limits, extends, defines or relates to this Agreement. Any terms or conditions of a P.O. or other document that purports to add, delete or otherwise amend this Agreement shall be null and void. In the event of any conflict between the terms of the Addendum, this Agreement, Support Plan, P.O. or Work Authorization, precedence will follow in that order.

13. NOTICES. Any notices or consents given by the parties shall be deemed validly given if delivered by hand, registered mail, or facsimile at the addresses given above.

14. COUNTERPARTS. This Agreement 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 Agreement by one party communicated to the other by electronic transmission, such as PDF, e-mail or facsimile, will constitute execution of this Agreement.

MITEL

MiService Solutions

Support Plan

Prepared for: Johnson County

Prepared by: Maria Pontillas

Date: October 25, 2019

This Support Plan is subject to the terms and conditions of the applicable sales or support agreement as executed by Customer and Mitel ("Agreement"). Terms not otherwise defined in this Support Plan shall have the meaning set out in the Agreement. In the event of any conflict between the terms of the Agreement, this Support Plan and its appendices, precedence will follow in that order.

A signature on this Support Plan by Customer communicated to Mitel by electronic transmission, such as PDF, e-mail or facsimile, will constitute execution of this Support Plan.



Support Plan Scope and Definition of Support Services

Selected Plan: Full Service 24 x 7 Plan with 4 Hour Onsite Response for Major Failures

Customer

Customer: Johnson County (hereinafter referred to as "End-User")
Site Address: 1 North Main Street, Room 209, Cleburne, TX 76033 ("Site")

Term of Support

The term of support services (as outlined below) is 4 years (48 months), effective upon Warranty expiration date.

Covered Equipment

A list of Equipment to be supported under this Support Plan can be found in this document under *Support Plan Covered Equipment and Applications List*.

Description of Coverage: Equipment

Hours of Coverage

- 24x7x365 (24 hours per day, seven days per week, 365 days per year) remote and onsite and support for a Major Failure.
- 8 a.m. - 5 p.m. Monday through Friday (local time at the site, excluding Mitel Networks' locally observed holidays) remote and onsite support for a Minor Failure.

Response Objectives


Major Equipment Failure

- Response within two (2) hours upon receipt of a trouble report of a Major Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.
- Onsite response within four (4) hours upon receipt of a trouble report of a Major Failure which cannot be resolved by a remote engineer.

Minor Equipment Failure

- Response within eight (8) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel Networks' locally-observed holidays) upon receipt of a trouble report of a Minor Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.
- Onsite response within the next business day (Monday through Friday 8 a.m. - 5 p.m. at the local time at the site, excluding Mitel Networks' locally-observed holidays) upon receipt of a trouble report of a Minor Failure which cannot be resolved by a remote engineer.

End-User: Johnson County
Address: 1 North Main Street, Room 209, Cleburne, TX 76033
Term: 4 Years (48 months) upon Warranty expiration date


End-User Signature

11/25/19
Date

Note: Any peripheral or ancillary products not listed above may be serviced, at Mitel's option, at the End-User's request on a time and materials basis at then current support services rate.



Powering connections

Parts Replacement

- Expedited replacement of defective parts and materials is included in this Support Plan during the coverage hours purchased as detailed above.

Price of Support

The pricing for 4 years (48 months) of coverage upon Warranty expiration date is \$161,571.00, excluding any applicable taxes. Payment is due in full upon Support Plan signature date.

Support Plan Covered Equipment and Applications List

Description	Qty
UC360 Conference Phone	1
Model 5304 IP Phones	13
MXe III & CX/i II, 1GB RAM Mod Upgrade	1
MiVoice Business Reporter Starter Pack	1
MiVoice Business Reporter Extension x5C	15
MiCC Business Reporter RLL	1
M695 PKM	7
6900/6800 Wall Mount Kit (10 Pack)	6
6930 IP Phone	707
6940 IP Phone	15
MiVoice Bus License - Enterprise User	127
5302/5304 Wall Mount Kit(16 Pack)	1
6970 IP Conference Phone	1
5304 IP Phone	13
RFP 12 Single Cell Base Station (NA)	6
112 DECT Phone, Universal (w/Charger)	6
RFP 12 Repeater 12 Slot	2
BT Speakerphone	3
SIP Trunking Channel Proxy	10
MiVoice Business SIP Trunks x10	1
MiVoice Business SIP Trunks x10	1
UCCv4.0 Basic to STND for Enterprise	722
MiTeam Uplift - MiVB	15

