



then County shall pay each such approved invoice within thirty (30) calendar days. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed.

4. **Limit of Appropriation.** Continuant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Nineteen Thousand, Eight Hundred Twelve and 76/100 dollars (\$119,812.76), specifically allocated to fully discharge any and all liabilities County may incur. Continuant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Continuant may become entitled to and the total maximum sum that County may become liable to pay to Continuant shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Nineteen Thousand, Eight Hundred Twelve and 76/100 dollars (\$119,812.76). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
  
5. **Public Information Act and Open Meetings Act.** Continuant expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Continuant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Continuant expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Continuant for any reason are hereby deleted.

7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Continuant in any way associated with the Agreement.
  
8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Continuant hereby verifies that Continuant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
  - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Continuant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
  - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Continuant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
  - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Continuant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
  
9. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute. No other provisions to this Agreement apply except for the terms which

appear and/or are incorporated in this Addendum and Exhibit A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CONTINUANT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
11. **Use of Customer Name.** Continuant may use County's name without County's prior written consent only in any of Continuant's customer lists, any other use must be approved in advance by County.
12. **Performance Warranty.** Continuant warrants to County that Continuant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Continuant will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.  
  
Continuant warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A, and in accordance with the requirements and specifications of DIR Contract No. DIR-TELE-CTSA-011.
13. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of DIR Contract No. DIR-TELE-CTSA-011, then the terms and conditions of DIR Contract No. DIR-TELE-CTSA-011 controls to the extent of the conflict.
14. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
15. **Inspection of Books and Records.** Continuant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Continuant for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four (4) years.
16. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
17. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

18. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Upon termination of this Agreement or upon request by County, the County will be able to retrieve a copy of County data from Continuant in a standard industry format, at no additional cost to County. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
19. **Personnel.** Continuant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Continuant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Continuant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Continuant or agent of Continuant who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services for the County, Continuant shall comply with, and ensure that all Continuant Personnel comply with, all rules, regulations and policies of County that are communicated to Continuant in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

20. **Compliance with Laws.** Continuant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Continuant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
21. **Confidential Information.** Continuant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Continuant or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Continuant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Continuant) publicly known or is contained in a publicly available document; (b) is rightfully in Continuant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is

independently developed by employees or agents of Continuant who can be shown to have had no access to the Confidential Information.

Continuant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Continuant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Continuant shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Continuant shall advise County immediately in the event Continuant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Continuant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Continuant against any such person. Continuant agrees that, except as directed by County, Continuant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Continuant will promptly turn over to County all documents, papers, and other matter in Continuant's possession which embody Confidential Information.

Continuant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Continuant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Continuant in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

## **22. Termination.**

- 22.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.
- 22.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
  - (a). If Continuant fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;
  - (b). If Continuant materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other

provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

- 22.3. If, after termination, it is determined for any reason whatsoever that Continuant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 22.1 above.
- 22.4. Upon termination of this Agreement, County shall compensate Continuant in accordance with § 3, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Continuant's final invoice for said Services will be presented to and paid by County in the same manner set forth in § 3 above.
- 22.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Continuant.
- 22.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
- 22.7. Upon termination of this Agreement for any reason, if Continuant has any property in its possession belonging to County, Continuant will account for the same, and dispose of it in the manner the County directs.
23. **Independent Contractor.** In the performance of work or services hereunder, Continuant shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Continuant or, where permitted, of its subcontractors. Continuant and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
24. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.

25. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**26. Dispute Resolution.**

26.1. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to non-binding mediation.

26.2. The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.

26.3. Each party shall be responsible for its own costs associated with the mediation.

26.4. The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.

26.5. Continuant acknowledges that County is subject to the requirements of the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, the County will comply with the provisions of the Open Meetings Act.

**27. Insurance.**

A. Prior to commencement of the Services, Continuant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Continuant shall provide certified copies of insurance endorsements and/or policies if requested by County. Continuant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Continuant shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
5. Professional Liability insurance for Information Technology, including Cyber Risk may be made on a Claims Made form with limits not less than \$1,000,000 each claim/loss with a \$2,000,000 aggregate. The insurance should provide coverage for the following risks:

(1). Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc.,) stored or transmitted in electronic form.

(2). Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure

(3). Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Continuant shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, Continuant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.

- D. Continuant shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Continuant.

28. **Remote Access.** As applicable, if Continuant requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Continuant's Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Continuant is granted remote access to County Systems:

- (A). Continuant will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.
- (B). Continuant will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Continuant will not access County Systems via unauthorized methods.
- (C). Continuant's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
- (D). Remote access is restricted only to County Systems necessary for Continuant to conduct their services and/or provide Services to County pursuant to this Agreement.
- (E). Continuant will allow only its Workforce approved in advance by County to access County Systems. Continuant will promptly notify County whenever an individual member of Continuant's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Continuant will keep a log of access when its Workforce remotely accesses County Systems. Continuant will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
- (F). If any member(s) of Continuant's Workforce is provided with remote access to County Systems, then Continuant's Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of Continuant to comply with this Section may result in Continuant and/or Continuant's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work

for Continuant, is under the direct control of Continuant, whether or not they are paid by Continuant and who have direct or incidental access to County Systems.

- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

**29. Notices.**

- 29.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- 29.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Information Technology Department  
Attn: Information Technology Director  
301 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
301 Jackson Street  
Richmond, Texas 77469

Contractor: Continuant Tech, Inc.  
Attn: \_\_\_\_\_  
5050 20<sup>th</sup> Street  
Fife, Washington 98424

- 29.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 29.1 and 29.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

29.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

29.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

**FORT BEND COUNTY**

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

ATTEST:

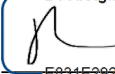
\_\_\_\_\_  
Laura Richard, County Clerk

REVIEWED:

*Robyn Douglas*

\_\_\_\_\_  
Information Technology Office

**CONTINUANT TECH, INC.**

DocuSigned by:  


\_\_\_\_\_  
Authorized Agent – Signature

Doug Graham

\_\_\_\_\_  
Authorized Agent- Printed Name

CEO

\_\_\_\_\_  
Title

10-7-22

\_\_\_\_\_  
Date

**AUDITOR’S CERTIFICATE**

I hereby certify that funds in the amount of \$\_\_\_\_\_ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit A: Continuant’s Extended Managed Services Proposal

# Exhibit A



# Extended Managed Services

## PROPOSAL

**Prepared for:**

**Charles King  
Fort Bend County, TX  
500 Liberty St  
Richmond, Texas  
77469-3500  
United States**

**Prepared by:**

**Jeff Taylor  
jeff.taylor@continuant.com**



Microsoft  
Partner



Gold Communications  
Gold Collaboration and Content  
Gold Cloud Productivity  
Gold Windows and Devices  
Surface Hub Authorized Reseller



IS 705540

**5050 20th Street, Fife, WA 98424  
www.continuant.com | info@continuant.com  
(800) 394-0308**

**Dear Charles,**

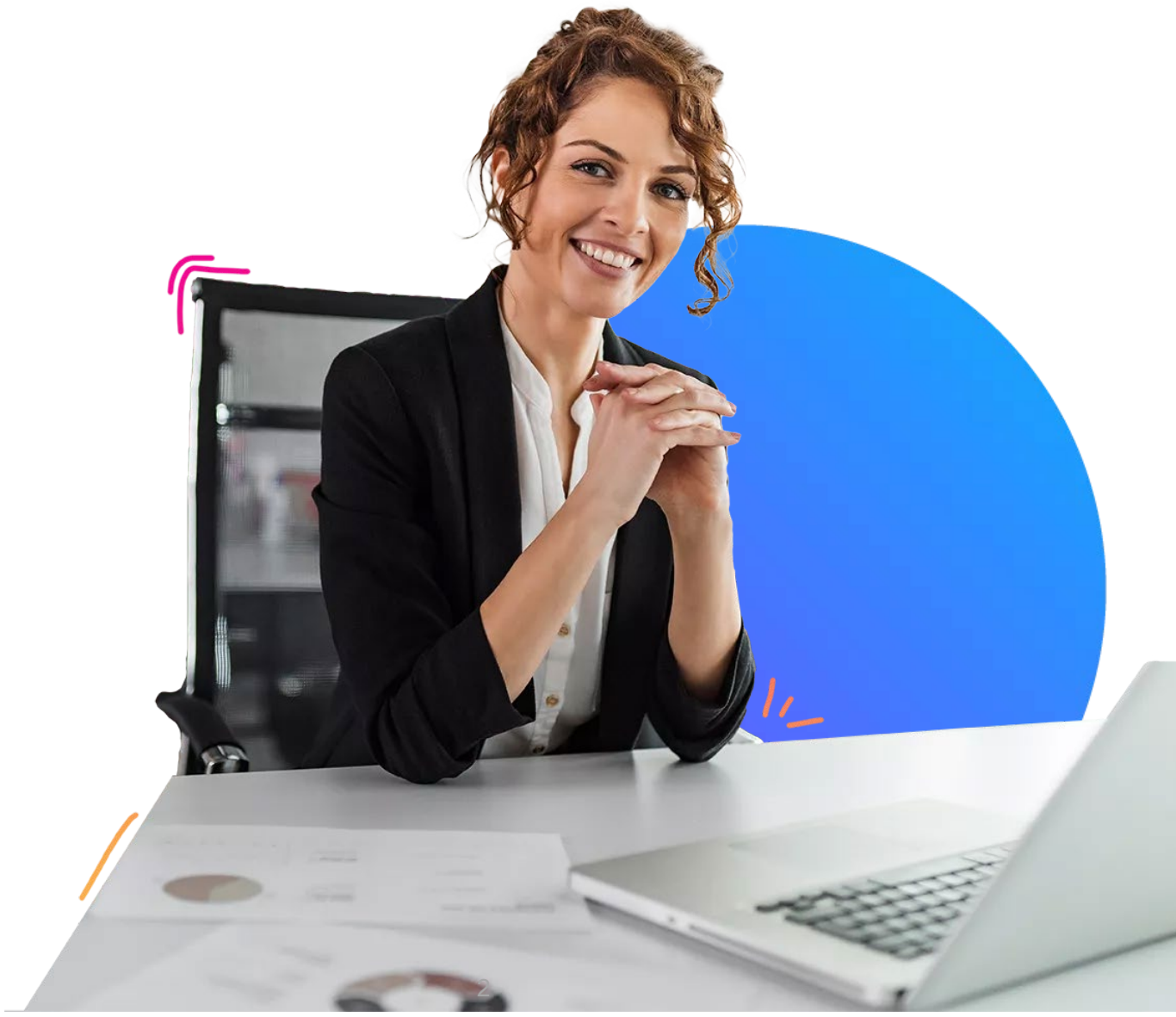
**Thanks for the opportunity to present this proposal. If you have any questions, please contact me.**

**This proposal outlines how our Continuant Managed Services (CMS) will help your systems operate at optimal performance.**

**Please, read through this proposal. If everything looks good, sign and return it to us. You can then enjoy worry-free management for your technology systems.**

**Confidently,**

**Jeff Taylor**



# YOUR INVESTMENT

Package
<p><b>Extended Managed Services</b></p> <ul style="list-style-type: none"> <li>• Cisco Unified CM</li> <li>• Cisco Unity</li> <li>• Cisco UCCX</li> <li>• Various Small Server Support               <ul style="list-style-type: none"> <li>• (see Locations &amp; Equipment Page)</li> </ul> </li> <li>• Various Gateways               <ul style="list-style-type: none"> <li>• (see Locations &amp; Equipment Page)</li> </ul> </li> <li>• Additional Equipment               <ul style="list-style-type: none"> <li>• (see Locations &amp; Equipment Page)</li> </ul> </li> <li>• 47 Remote Locations (not listed on the SOW)</li> </ul>
<p><b>Block of Hours</b></p> <ul style="list-style-type: none"> <li>• Block of 100 hours annually. Included in the Total Monthly Charges</li> </ul>
<p>47 Remote Locations not listed</p>

**Total Monthly Charges    \$9,442.73**

**Total One-Time Fee    \$6,500.00**

**I have read and verified the Scope of Work**

# Location & Covered Equipment

Location Name	Equipment & Services	Paid Monthly
<p>Jane Long (Main)</p> <ul style="list-style-type: none"> <li>• <b>DOC: 11/01/2022</b></li> </ul>	<p><b>Block of 100 hours per year - 1 unit(s)</b></p> <ul style="list-style-type: none"> <li>• <b>Block of Hours</b></li> </ul> <p><b>Cisco Emergency Responder Server - 2 server(s)</b></p> <ul style="list-style-type: none"> <li>• <b>CMS - Small Server Support</b></li> </ul> <p><b>Instant Messaging and Presence - 2 server(s)</b></p> <ul style="list-style-type: none"> <li>• <b>CMS - Small Server Support</b></li> </ul> <p><b>Expressway Edge Server - 1 server(s)</b></p> <ul style="list-style-type: none"> <li>• <b>CMS - Small Server Support</b></li> </ul> <p><b>Cisco Unity 2 servers</b></p> <ul style="list-style-type: none"> <li>• <b>CMS Extended - Unity</b></li> </ul> <p><b>Expressway Core Server - 1 server(s)</b></p> <ul style="list-style-type: none"> <li>• <b>CMS - Small Server Support</b></li> </ul> <p><b>Cisco VG310 - 5 unit(s)</b></p> <ul style="list-style-type: none"> <li>• <b>Gateway</b></li> </ul> <p><b>Cisco Unified CM</b></p> <ul style="list-style-type: none"> <li>• <b>CMS Extended - CUCM</b></li> </ul> <p><b>Cisco ATAs - 49 unit(s)</b></p> <ul style="list-style-type: none"> <li>• <b>Additional Equipment - Base Plan</b></li> </ul> <p><b>Cisco Unified Attendant Console Application</b></p> <ul style="list-style-type: none"> <li>• <b>CMS - Small Server Support</b></li> </ul> <p><b>SecureLogix Server - supported on 3 virtual servers</b></p> <ul style="list-style-type: none"> <li>• <b>CMS - Small Server Support</b></li> </ul> <p><b>InformaCast Paging Server - 2 server(s)</b></p> <ul style="list-style-type: none"> <li>• <b>CMS - Small Server Support</b></li> </ul> <p><b>Cisco VG320 - 1 unit(s)</b></p> <ul style="list-style-type: none"> <li>• <b>Gateway</b></li> </ul> <p><b>Cisco UCCX - 40 agent(s)</b></p> <ul style="list-style-type: none"> <li>• <b>CMS Extended - UCCX 1-99</b></li> </ul> <p><b>Social Miner - 1 server</b></p> <ul style="list-style-type: none"> <li>• <b>CMS - Small Server Support</b></li> </ul> <p><b>Paging Gateway Devices - 15 unit(s)</b></p> <ul style="list-style-type: none"> <li>• <b>Additional Equipment - Base Plan</b></li> </ul> <p><b>Mutare Server - 1 server(s)</b></p> <ul style="list-style-type: none"> <li>• <b>CMS - Small Server Support</b></li> </ul> <p><b>Cisco 4331 Cisco Unified Border Element (CUBE) - 3 server(s)</b></p> <ul style="list-style-type: none"> <li>• <b>CMS - Small Server Support</b></li> </ul>	<p><b>\$ 3,101.33</b></p>
<p><b>Sheriff's Office</b></p> <ul style="list-style-type: none"> <li>• <b>DOC: 11/01/2022</b></li> </ul>	<p><b>Cisco Unified CM</b></p> <ul style="list-style-type: none"> <li>• <b>CMS Extended - CUCM</b></li> </ul>	<p><b>\$ 1,895.40</b></p>

<b>Location Name</b>	<b>Equipment &amp; Services</b>	<b>Paid Monthly</b>
<b>Trans Dispatch</b> <ul style="list-style-type: none"><li>• <b>DOC: 11/01/2022</b></li></ul>	<b>Cisco Unified CM</b> <ul style="list-style-type: none"><li>• <b>CMS Extended - CUCM</b></li></ul>	<b>\$ 4,446.00</b>

# A Partner You Can Rely On

**We have managed and monitored communication technology for organizations around the world for more than 25 years. Our customers are not only diverse in location but industries also — Fortune 500 companies, universities, hospitals, and retail.**

**We ensure your communication technology operates at peak performance — providing you with peace of mind.**

## T-Mobile™

**T-Mobile struggled to find a trusted partner to manage their regional offices' phone systems. Continuant was able to provide a high quality and cost-effective solution. We now effectively manage and monitor their systems in over 40 locations.**

*“Despite the pandemic, the support we have received from the Continuant team has been exemplary and expeditious. We truly appreciate their efforts and knowing we have their support.”*

**Bert Secreti - Manager, Product & Technology**



**Shriners Hospitals**  
for Children®

**Since 2012, Shriners has partnered with Continuant. We have managed their system while also guiding their migration to a new Cisco UC solution.**

*“Having a partner with one hand to shake instead of one throat to choke for the management of our UC solution and telephone support has been a great advantage to Shriners. It's saved Shriners in resources of 3-4 FTE (Full time employees) to help manage our environment.”*

**Glen Boomdram, IT Network & Telecommunications Manager at Shriners**



**The University of Miami's phone system no longer met their growing needs. Continuant managed their existing systems while we also designed and guided their migration to a new solution. Continuant also employs three full-time technicians on campus to assist their teams with a variety of projects.**

# Here's how to get started:

- 1 Review the information provided in this proposal**
- 2 Sign the proposal and return it to us**
- 3 We'll reach out to schedule a kick-off call**



# Continuant Managed Services

## Scope of Work

This Scope of Work (SOW) defines Continuant's Extended Managed Services Plan. Premium plans are available. Please contact your Account Executive for more information.

### **EXTENDED PLAN**

Continuant will provide day-to-day management of services and products for the customer's communications and collaboration environment under this SOW. Continuant Managed Services (CMS) is applicable to specific covered equipment, which must be identified in an appendix to this SOW. Equipment, hardware, and software managed by Continuant will be known as covered equipment. Customer and Continuant agree that any changes to the covered equipment must follow change control procedures as defined in this SOW and associated MSA.

### **Global Service Desk**

The Continuant Service Desk will be the primary communication point for services. The customer will have several ways of interacting with the Service Desk, which will be identified during service transition.

Service Desk activities shall include the following:

- Perform initial analysis, troubleshooting, and diagnostics
- Provide proactive communication of service delivery
- Manage escalations to ensure timely and high-quality resolution
- Management of the online service portal, available to customers at: <https://continuant.service-now.com/csm>

### **Service Asset and Configuration Management**

Continuant will maintain the necessary configuration items (CI) of all covered equipment, within Continuant's configuration management database (CMDB).

CIs vary by managed services offered and original equipment manufacturer (OEM), Continuant may store the following general CIs, subject to change:

- Part number
- Serial number
- Model number
- Software version
- Firmware
- MAC address
  
- IP address

- **Licensing**
- **Location – site, building, floor, room, and area**

## **Remote Incident Management**

**Incident management ensures normal service operation is restored as quickly as possible, and the business impact is minimized. Continuant is responsible for prioritization and management of all incidents throughout their lifecycles.**

**Remote incident management is provided 24/7 and ensures normal service operation is managed through remote connectivity. This service requires the customer to provide Continuant with remote access and login credentials to the covered equipment. Activities may include:**

- **Resolution of service disruptions and performance degradations on covered equipment**
- **Remote diagnostics, troubleshooting, and remote support for onsite personnel**
- **Management of incident escalations to ensure timely and high-quality resolution of all cases**
- **Remote labor to repair or replace covered equipment, including the subsequent testing to confirm the correct operation of the device and its operational interface with associated equipment, communication facilities, and services**
- **Closure of incidents after receiving confirmation from the affected authorized user that the incident has been resolved**
- **Retention of overall responsibility and ownership of all incidents until the incident is closed, subject to customer approval**

**Continuant may implement a firmware update or security patch to resolve an incident. If firmware or security patches are not made publicly available by an OEM, the customer is responsible for providing Continuant with a support contract, or other means, for Continuant to gain access to the firmware or patch.**

### **Incident Prioritization**

**Continuant classifies and prioritizes incidents according to impact and urgency. Continuant will evaluate incident impact and urgency to classify all incidents into Priority 1 (P1), Priority 2 (P2), Priority 3 (P3), and Priority 4 (P4) incident categories.**

### **Impact Definition**

**An incident is classified according to its impact on the business (the size, scope, and complexity of the incident). Impact is a measure of the business criticality of an incident, often equal to the extent to which an incident leads to the degradation of a service. The four impact levels are:**

1. **Widespread** – The entire inventory of covered equipment is affected (more than three quarters of individuals, sites, or devices).
2. **Large** – Multiple sites are affected (between one-half and three-quarters of individuals, sites, or devices).
3. **Localized** – A small number of sites and/or users are affected (between one-quarter and one-half of

**individuals, sites, or devices).**

- 4. Individualized – A single user is affected (less than one-quarter of individuals, sites, or devices).**

## Urgency Definition

**Urgency defines the criticality of the incident to the customer's business. Continuant will work with customer to understand and set the proper urgency level. There are four urgency levels:**

- **Critical** – Primary business function is stopped with no redundancy or backup. There may be an immediate financial impact to customer's business.
- **High** – Primary business function is severely degraded or supported by backup or redundant system. There is potential for a significant financial impact to customer's business.
- **Medium** – Non-critical business function is stopped or severely degraded. There is a possible financial impact to customer's business.
- **Low** – Non-critical business function is degraded. There is little or no financial impact.

**Continuant Incident Management priorities are listed in the matrix below:**

		Impact			
		Widespread	Large	Localized	Individualized
Urgency	Critical	P1	P1	P2	P2
	High	P1	P2	P2	P3
	Medium	P2	P3	P3	P3
	Low	P4	P4	P4	P4

**Continuant will downgrade the incident priority in accordance with the reduced severity of impact or incident resolution. The case may be left open for a prescribed period while operational stability is being assessed.**

**The Incident Ticket will be resolved by Continuant or customer upon validation of the issue remediation and the system's returning to operational stability.**

## Change Control

**Continuant will manage the control of change activities of the covered equipment. The primary goal of this process is to ensure all potential risks of performing changes are documented and communicated.**

**Continuant's change control responsibilities may consist of the following activities:**

- **Raise and record changes**
- **Assess the impact, benefit, and risk of proposed changes**
- **Confirm business justification and obtain approval**

**Three types of changes:**

- **Standard** – Standard changes are defined as well-known, repeatable, and thoroughly documented procedures. These procedures present a low risk to operations and business services as determined by a standard risk assessment. Standard changes are preauthorized by the customer to be implemented per terms agreed upon by the customer. If the service owner is concerned about the risk and/or potential impact of a change on other services, then a normal or emergency change should be considered. A list of standard change templates may be provided upon request.
- **Normal** – Normal changes are defined as medium/high risk to business services, and therefore must follow the normal change management process. The urgency of normal changes may be upgraded to accelerate the timeline for implementation given customer business justification of an impending business impact.
- **Emergency** – Emergency changes are defined as high risk to the business and require implementation without proceeding through the normal change management process. They may be required to resolve a break/fix situation that has resulted in a service degradation or interruption in service. They may also be needed to address an imminent interruption in service. Emergency changes should leverage existing standard change procedures where applicable to reduce the associated risk. These changes should also be related to a corresponding incident where a service disruption or potential disruption has been recorded.

## OEM Management

Continuant will manage the customer's OEM support contract, when possible, by opening tickets with the OEM on behalf of the customer. The OEM is responsible for the fulfillment of their ticket.

### Customer requirements:

- Customer must provide Continuant with a Letter of Agency (LOA) for representation for each OEM.
- Customer must provide Continuant with a copy of the OEM support contract, to include:
  - OEM support contract #
  - Description of support (i.e. 24/7, next business day, etc.)
  - Expiration date

### For Microsoft customers:

- Continuant will establish a Cloud Solution Provider (CSP) relationship with the customer. The CSP relationship allows Continuant to open service cases with Microsoft on behalf of the customer, through Continuant's advanced support contract with Microsoft.
- Customer must accept the CSP relationship request from Continuant.

## Event Management

Continuant will provide 24/7 Event Management that includes system monitoring and management of events for covered equipment, where applicable and possible. Continuant's Network Operations Center (NOC) will manage the Event Management services provided to the customer. The Continuant NOC will identify critical components in the customers' environment and define key event thresholds for the specific system

**components. Event Management requires the customer to provide remote access and alerting capabilities to Continuant. This may include the customer allowing the installation of Continuant software and/or servers. Continuant will provide structured levels of notifications to the customer for significant events detected in the customers' environment. Continuant Event Management will trigger incident management, where applicable.**

**Customer must adhere to the following:**

- **Implementation of Continuant's Event Management services requires an on-premises monitoring platform, remote connectivity, and installation**
- **Continuant will provide and manage the Event Management software and tools required for Event Management**

## **Root Cause Analysis**

**The objective of root cause analysis is to remotely diagnose the root cause of an incident. Continuant will provide a report of the root cause and a corrective action analysis for all P1/P2 Incidents. This report will provide, at a minimum, the following items:**

- **The root cause and scope of the incident, including any impacted service level(s)**
- **Identification and analysis of obstacles in recovering services or covered equipment**
- **A preventative action plan to prevent future occurrences**

## **Technical Assistance Center (TAC)**

**Continuant makes technical support available to customers via our team of engineers with Original Equipment Manufacturer (OEM) certifications. The TAC is designed to provide guidance to a technical person from the customer, regarding general questions about the covered equipment.**

- **Does not require Continuant to perform changes or programming**
- **Does not require onsite technical resources**
- **Does not require a scheduled maintenance window**
- **Does not require discovery**
- **Can be completed in 15 minutes or less.**

**Continuant TAC will stop at 15 minutes. Any work which exceeds 15 minutes will be billed at time and material rates. Continuant will advise the customer of the rates and obtain customer approval before providing any further support.**

## **Service Level Management**

**Continuant will monitor and report on service levels where applicable and provide monthly reports. Service Level Objectives (SLOs) apply only to work performed on covered equipment that are managed exclusively by Continuant. Continuant will adhere to the SLOs during service operation. Service operation commences upon agreement between Continuant and the "customer" when the service transition phase is complete. SLOs do not apply during service transition.**

**Time to Notify (TTN)**

**Continuant will respond to incidents and service requests raised through the management platform by electronically notifying a specified customer contact(s) within the TTN timeframe.**

Cases	Time to Notify specified contact	SLO Target
All Incidents and Service Requests	15 minutes from case opened time/date	99% of Cases

**Time to Restore (TTR)**

**TTR refers to the time elapsed between the failure which caused the incident and when Continuant restores the managed component to an acceptable operational state.**

Incident Level	Time to Restore	SLO Target
P1 Incidents	4 Hours	95% of cases
P2 Incidents	12 Hours	95% of cases
P3 Incidents	72 Hours	95% of cases
P4 Incidents	120 Hours	95% of cases

**Time to Fulfill**

**Continuant has categorized service requests into categories, based on the level of complexity and the amount of time required to complete the request. The chart below provides a breakdown of the Continuant SLOs for completing service request from the different categories:**

Service Request Category	Time to Fulfill	SLO Target
Remote Simple	2 Business Days	95% of cases
Remote Simple - Expedited	8 Hours	95% of cases
Remote Complex	5 Business Days**	95% of cases
On-Site Simple	3 Business Days	95% of cases
On-Site Complex	5 Business Days**	95% of cases
Project	No SLO	N/A

**\*From receipt of fully qualified and scheduled Change Request.**

**\*\*SLO time commences upon Continuant receiving signed quote from customer.  
Business days are Monday through Friday, excluding Continuant-observed holidays.**

### **Time to deliver a Root Cause Analysis**

<b>Cases</b>	<b>Time to deliver a RCA</b>	<b>SLO Target</b>
P1/P2 Incidents	10 business days	95% of cases

### **Additional Monthly Service Level Reports:**

- **Mean Time to Restore and Fulfill**
- **SL Trends Scorecard**
- **We will also report on problems, changes, and events accordingly.**

### **SLO measurements exclude the following conditions from the elapsed time:**

- **Delays caused by customer in resolving the qualifying issue (for example, waiting for response on change window or on-site resources)**
- **Any mutually agreed schedule of activities that causes service levels to fall outside of measured SLO defined obligations**
- **SLO will be “paused” for hardware replacement delivery to the customer location, either from a manufacturer maintenance agreement or hardware replacement services from Continuant**
- **Delays or faults caused by third party equipment, services, or vendors—such as carriers in resolving the qualifying issue**
- **Other factors outside of Continuant’s reasonable control for which Continuant is not responsible**
- **Acquisition and installation time of new software to be installed on the managed component due to software defects or bugs**

## **Preventative Maintenance (Meeting Rooms Only)**

**Continuant will perform Preventative Maintenance Services on the Covered Equipment. Preventative Maintenance shall include inspecting, cleaning, and testing of Covered Equipment to ensure that the systems are operating per design specifications.**

**Preventative Maintenance will be completed annually. For new installs, Preventative Maintenance will not be completed until one year from the date of install, dependent upon scheduling convenience between Customer and Supplier. For existing systems, Preventative Maintenance will be scheduled by the Continuant PM during service transition. General tasks that are typically completed during a routine preventative maintenance visit may include:**

- **Inspect and test all system control functions and panels.**
- **Test applicable AV signal sources and displays. Ensure that all input and output audio and video signals meet manufacturers systems specifications.**
- **Perform test video conference calls if required.**

- **Perform general maintenance and cleaning of all system components. Clean all monitor faces, touch screens, camera lenses and projector optics. All audio, video and control cables, patch fields and hardware inspected, tightened and repaired as necessary.**

## **ADDITIONAL SERVICES**

### **Onsite Incident Management**

**Continuant will provide 24/7 onsite support that ensures normal service operation is restored as quickly as possible and the business impact is minimized through the dispatch of local technicians. Activities may include 24/7 dispatch of local technicians for diagnostics, troubleshooting and/or parts replacement (parts not included). Customer is responsible for 24/7 access to the premises. Onsite incident management will be billed at T&M rates. All dispatches are subject to a 2-hour minimum and trip charge.**

### **Simple Service Requests**

**A Simple Service Request (SSR) is a formal request from the customer for service on equipment. SSRs are considered a minor and routine configuration change affecting one user or device. These requests do not require any research or review of documentation and are all completed remotely. SSRs are not scheduled and will be completed according to time to fulfill service level definitions.**

**The following types of work are considered an SSR and follow the below criteria:**

- **Low risk, System Administration Work (move-add-change-deletion)**
- **Affects a single user**
- **A standard type of change does not require a normal or emergency change request.**
- **Can be done at will (does not require specific scheduled work window); fulfilled within SLO**
- **Customer must allow Continuant remote access to the application or equipment to perform SSRs. The requested feature must be currently supported by the firmware present on the device and known to be working correctly. In some cases, a SSR may require the dispatch of a Continuant technician for on-site work. In this event, customer must provide approval before technician is sent on-site. On-site work will be billed at current time and material rates plus a trip charge.**
- **SSRs are fulfilled during standard business hours as defined for the location and are billable at Continuant's T&M rates**
- **A specified number of SSRs may be purchased as part of the monthly managed services contract, the specified number must be identified on the investment page of this proposal**
- **If no specified number of SSRs are purchased monthly, or if the Customer uses more SSRs than the specified amount, each SSR will be billable at Continuant's T&M rates.**
- **Expedited SSRs are requests the customer requires to be completed within accelerated timeframes. Expedited SSRs will be subject to an additional \$50.00 per request.**
- **Onsite SSRs cannot be expedited**

### **Complex Service Requests and Projects**

**A Remote Complex Service Request is defined as medium-risk, remote system administration work performed within an application that affects multiple users. Remote Complex Service Requests must be completed in less than 40 hours. A Remote Complex Service Request requires an approved RFC. All Remote Complex Service Requests are to be billed T&M rates.**

**A project is any request where completion does not fit in the Remote Simple or Remote Complex types of service requests. A project will require a separate SOW to account for design, resource, schedule, and pricing.**

## **DEFINITIONS**

- **Managed Services Package – Continuant provides Managed Services in three plans: Basic, Extended, and Premium.**
- **Covered Equipment - Equipment, hardware, components, and software to be maintained by Continuant is defined as covered equipment. All covered equipment items must be listed in the contract between Continuant and the customer to be covered under the Managed Services Package.**
- **Customer Requirements Document (CRD) - This is a document used by the Continuant Project Management Office (PMO) to document information about covered equipment, customer contacts, and other important information required by Continuant to deliver services effectively.**
- **Authorized User - An authorized user is an individual whom the customer's organization has authorized to request work, perform changes, and approve maintenance windows.**
- **Service Transition - The phase of the contract term, just after contract signatures, where setup activities begin. Setup activities may include identifying customer stakeholders, establishing remote access, documenting credentials, and activating event management.**
- **Service Operation - The phase of the contract term where all the service transition activities are complete. Service operation commences upon agreement between Continuant and the customer, once the service transition phase is complete.**
- **Standard Business Days and Hours - Business days are Monday through Friday, excluding Continuant observed holidays. Business hours are 8:00am - 5:00pm according to your local time.**

## **CUSTOMER RESPONSIBILITIES**

**Customer will provide the following, which are necessary to seller's performance hereunder:**

- **Complete the Letter of Agency (LOA) document, containing carrier information, phone numbers, and service address(es)**
- **Provide a project contact for information gathering, escalation, and remote or onsite assistance, and schedules resources when necessary**
- **Provide Continuant required logins, accounts and/or administrative roles to manage the covered equipment**
- **Customer is responsible to acquire and/or renew all necessary OEM licensing and software services**
- **Customer is responsible for its network and network management**

## **Customer Requirements Document**

**Continuant will send a Customer Requirements Document (CRD) to the customer, which provides key information for service delivery. The customer is responsible for filling out the CRD, which may include:**

- **Customer representative contact name**
- **Authorized contacts to request support services**
- **Location of the site(s) to be managed**
- **Network connectivity detail and topology**
  
- **Covered Equipment information:**
  - **Location and naming scheme**
  - **As-built documentation and/or bill of materials**
  - **Managed IP addresses and system details**
  - **Simple Network Management Protocol (SNMP) community strings**
  - **Credentials, telnet, and password access**
  - **Definition of customer-specific support policies**
  - **Maintenance contract or software support contract information**
  - **For Microsoft covered equipment: Customer must accept a CSP and CPOR relationship with Continuant and provide the necessary administrator roles to manage the covered equipment.**
- **Letter of Authorizations for third-party vendors**

## **Continuant Remote Access and Event Management**

**The Continuant Access and Monitoring Platform will allow remote access and monitoring for all covered equipment supported by CMS (Continuant Managed Services). The Access and Monitoring Platform includes a suite of management applications, consisting of software and hardware required for the delivery of services. Continuant requires the customer to help facilitate the installation and management of the access and monitoring platform. The Access and Monitoring Platform is deployed on the customer's network, in a single configuration instance or multiple instance configurations depending on the number, type, and location of the covered equipment. Any delay in establishing remote access or the deployment of the management applications may inhibit the ability for Continuant to deliver services.**

**The Access and Monitoring Platform is installed during service transition for the duration of the contract term. During the contract term, the customer is granted a nonexclusive and nontransferable license to use the hardware and the software resident solely on the supplied access and monitoring platform. Installation of the remote Access and Monitoring Platform may require the following from the customer:**

- **Network connectivity established per Continuant-supplied guidelines**
- **Communications facilities and services, including internet and network configuration. These communication facilities and services must be maintained for the duration of the contract term.**
- **A resource person to support the installation activities of the hardware and software, which may include:**
  - **Racking**
  - **Connection to the network**

- **Power connection to continuous uninterrupted power, suitable commercial power, and an Uninterruptible Power System (UPS), or other acceptable power back-up facilities.**

**The customer will use reasonable efforts to provide and maintain the Access and Monitoring Platform in good working order. The customer shall not, nor permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any hardware or software in the platform. Should this occur as a result of the customer's actions without first receiving written consent from Continuant, the customer will be responsible for reimbursing Continuant for the cost to repair any damage caused to the platform. Under no circumstance will Continuant be held liable to the customer or any other parties for the interruption of services, missed SLOs or for any other loss, cost, or damage that results from the improper use or maintenance of the platform.**

**Unless otherwise agreed upon, title to all monitoring platforms shall remain in the possession of Continuant. The customer must return all associated materials (hardware, software, and documentation) to Continuant immediately upon expiration or termination of the contract term. Continuant expects, at the time of removal, the platform shall be in the same condition as when installed, except what normal wear and tear is expected. The customer shall reimburse Continuant for the depreciated costs of any platform equipment, whereby the condition of which is deemed beyond normal wear and tear.**

# **Continuant Managed Services (CMS) - Governed Under Terms & Conditions of Texas DIR number DIR-TELE-CTSA-011**

**1. Coverage Service Exclusions.** Coverage service does not include repair for damages, malfunctions, or performance characteristics caused by: (1) non-Continuant or Original Equipment Manufacturer ("OEM") software or facilities; (2) use of non-Continuant or OEM furnished equipment, software, or facilities with the covered equipment; (3) use of equipment, software, or facilities not covered by Continuant's Coverage; (4) Customer failure to follow Continuant's installation, operation or maintenance instructions, including Customer's failure to permit Continuant timely remote access to covered equipment; (5) failure or malfunction of equipment, software, or facilities not under Continuant's Coverage; (6) actions of non-Continuant personnel; (7) power surge, outage, and/or electrical storm; (8) equipment misuse, abuse or mishandling; (9) force Majeure conditions as stated in the Agreement. Unless otherwise specified, Coverage does not include batteries, tapes, and/or other consumables.

Service Levels as defined in this SOW do not apply until system set-up, including remote access, has been completed by Continuant. Any delay by the Customer that prevents Continuant's ability to set up and establish access to Customer's system remotely may result in time and material charges for all Incident Management Services.

Continuant does not warrant uninterrupted or error-free operation of the covered equipment. In addition, Continuant is not obligated to provide Coverage if Customer modifies or uses the covered equipment outside of manufacturer's specifications or for any equipment with a pre-existing condition. Any maintenance issues discovered by Continuant or brought to Continuant's attention by Customer will be considered pre-existing until the Coverage setup process is completed by Continuant. Customer-initiated system additions, product moves, or system programming changes or additions are not included under Coverage. Continuant will perform repair or other services not under Coverage at Continuant's standard rates for such service.

Customer shall notify Continuant prior to relocating covered equipment to a different physical address. Additional charges will apply if Continuant incurs costs as a result of relocation of covered equipment.

**2. Customer Responsibilities.** Customer agrees to: (1) provide the proper environment, electrical and network connections; (2) provide remote access to the equipment under Coverage, and/or a work space for covered equipment; (3) maintain a procedure external to the software program(s) and host equipment for reconstruction of lost or altered files, data, and programs; (4) provide Continuant a list of any covered equipment with pre-existing conditions, that is, equipment suspected or known to have problems or issues in the past; (5) provide passwords necessary to access Customer's equipment under Coverage; and (6) authorize Continuant, its employees, and affiliates to act on Customer's behalf regarding non-financial or contractually obligating matters with related 3rd party providers and vendors as necessary to provide the Coverage.

# Let's Get Started

## Proposal Information

**Contract Term (Months): 12**

**MSA Number: DIR-TELE-CTSA-011**

**Tentative Commencement Date: 11/01/2022**

**Proposal Number: 03022022-JT2**

## Billing Contact

**Full Name:**

**Phone  
Number:**

**Email:**

## Signer Info

**Full Name:**

## Counter Signer

**Full Name:** Doug Graham

**Title:**

**Title:** CEO

**Entity:**

**Entity:** Continuant, Inc.

**Customer**

**Signature:** \_\_\_\_\_

**Counter**

**Signature:**  \_\_\_\_\_  
E831E292D7414A1...

**Date:** \_\_\_\_\_

**Date:** 10-7-22 \_\_\_\_\_