



2000 West Sam Houston Parkway South, Houston, TX 77042

Office: 713.881.5300 Customer Service: 713.881.5353 Fax: 713.881.5330

MAINTENANCE AGREEMENT

Avaya Wholesale Maintenance Agreement

Proposal Submitted to:

Fort Bend County (13 Locations)

Buyers Name

Effective Date: 2/14/2011

Address

Expiration Date: 2/13/2012

City State Zip

Please choose a method of invoice

*Sales tax rate of 8.25% will be added upon invoice

Kenneth Ford 281-344-4588

Contact & Telephone Number

Work to be Performed at:

☐ Annual Charge w/ 1-Year Agreement:
\$128,889.52

CUST # FORT0001

Buyers Name

** Agreement covers the following Sold To's:

2920093 3643876 5007857 5128375

2920113 3643891 5010917

2920150 4437767 5081077

2920172 4491818 5085977

Address

City State Zip

Contract Maintenance

Please Note: Contracts may take a couple of weeks from the day of signing to be accepted by Avaya due to unforeseen delays like connectivity issues, recertifications of each site, etc...

Please Refer to Addendum A for List of Sites and Parts covered.

Please Refer to Addendum B for general exclusions to the Agreement.

This comprehensive maintenance contract covers the failure of equipment, as per the attached terms and conditions, except for equipment damaged by misuse or acts of God. By signing below, customer agrees to and understands the terms and conditions. An invoice for the agreed price plus applicable sales tax will be forwarded.

Brian M. Deats

DataVox, Inc. Representative

Fort Bend County (13 Locations)

Accepted By (Company Name)

DateVox Approval

Signature & Title of Company Representative

Robert Hebert, County Judge

02/10/11

Date Approved

March 8, 2011

Date Approved

3-9-11 copy received

Addendum B to the County of Fort Bend

This **Addendum B** entered into by and between **Fort Bend County** and **DataVox, Inc.** (DataVox) outlines the provisions by which each party agrees to accept once the Addendum has been executed by both parties.

1-Sites Covered under this Agreement

The following sites are to have their switches and voice mails covered under an Avaya Wholesale Maintenance Agreement and Avaya's Terms and Conditions:

- Agriculture – 3643876
- Rosenberg Annex Building – 3643876 (Switch and Voice Mail)
- Courthouse – 2920093
- Emergency Management – 2920113 (Switch and Voice Mail)
- Emily Court – 5085977
- Engineering – 4491818
- Juvenile – 5007857
- Precinct 1 – 5081077
- Precinct 1 Place 1 - 5128375
- Precinct 2 – 2920172
- Precinct 3 - 4137767
- Precinct 4 – 5010917
- Road & Bridge – 2920150 (Switch and Voice Mail)

2-Items Excluded from Coverage

The Avaya Wholesale Maintenance Agreement covers the **Switches and Voicemails only unless otherwise noted**, which includes cabinets, carriers, circuit packs, gateways and power supplies, servers and excludes all other adjunct items including but not limited to the following parts:

- CSU/DSU's
- All data equipment
- All paging equipment including all horns, speakers and amps

Please Note: Any Material Code that has EXT SUP as part of the Product Description means that Avaya considers this product "Extended Support Services"; meaning that this product is end of support and will be replaced or repaired by Avaya under a "best effort" basis.

Avaya may discontinue or limit the scope of services for Supported Products that Avaya or a third party manufacturer has declared "end of life," "end of service," "end of support," "manufacture discontinue" or similar designation ("End of Support") effective

as of the effective date of the manufacturer's End of Support notice. Following the effective date, Avaya services for manufacturer End of Support Products will be under the terms of "Extended Services Support."

Extended Services Support will continue to provide the same Full Coverage Maintenance Services described in this document, with the following exceptions. At the end of manufacturer support, Tier IV R&D product developer support and going-forward maintenance Updates (e.g., Product Change Notices ("PCN's"), "bug fixes," interoperability/usability solutions) are no longer provided by the manufacturer. Therefore, certain complex faults or functionality issues may not be resolvable without the Customer upgrading the system to a version currently supported by the manufacturer at the customer's expense.

In addition, as replacement parts are manufacture discontinued, some products or components may become increasingly scarce or require replacement with substitute parts. This may result in delays in response or repair intervals, may require upgrades to other components or the entire product itself replaced with manufacturer supported technology at customer's expense in order to ensure compatibility and preserve Supported Product functionality. As a result of these affects, Service Level Agreements will no longer apply.

An Example of this Material Code and Product Description is below:
189985 1 DEFINITY G3si v8 EXT SUP

3-Service Packs, Software Fixes, and Support

All Fort Bend Sites that are covered under this Avaya Wholesale Maintenance Agreement that are not within the latest Major Software Releases are subject to being billed for any work done if determined by Avaya that a Software Upgrade or Service Pack is needed to fix a the current Service, Software or Bug issue. The Avaya Wholesale Maintenance Agreement does NOT cover the software upgrade unless the site has SSU and it will be the Fort Bend County responsibility to pay for an upgrade before the service call can be completed. It is suggested that each site upgrade to the latest Major Release and maintain the latest Minor and Major releases as time progresses to ensure all products are covered and replaceable in a timely manner. Service will be potentially denied or billed if not on the latest release.

4-DataVox Additional Support

In addition to the Avaya Wholesale Maintenance Agreement DataVox would also like to compliment this offer with 20 Free Hours of Additional Support that will allow Fort Bend County to use our services for any daily service work or any MAC's (Move, Adds, Changes) within in a calendar year. These hours do not rollover but can be used at any time during normal business hours and any additional hours used over the initial 20 will be billable at our normal rate unless another Block of Pre Paid Support Hours is purchased.



2000 West Sam Houston Parkway South, Houston, TX 77042

Office: 713.881.5300 Customer Service: 713.881.5353 Fax: 713.881.5330

Accepted By (Company Name)

Signature & Title of Company Representative

Printed & Title of Company Representative

Date Approved

Steve Ferguson President
DataVox, Inc. Representative

DataVox Approval

Date Approved

DataVox Service & Support

AVAILABLE SERVICE OPTIONS FROM DATAVOX AND AVAYA



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DATAVOX PROFILE

DataVox Quick Look

- Engineering-based firm focused on Data Networking & IP telephony
- Occupy 26,000 square foot Technology Center
- 130 Employees
- 24/7 Customer Care Center
- 6000+ Clients
- 65+ DataVox Service Vehicles
- Avaya Platinum Partner

DataVox Certifications

- 5 Avaya Certified Experts (ACE)
- 17 Avaya Certified Specialists (ACS)
- 27 Avaya Certified Associates (ACA)
- 4 Microsoft Certified Systems Engineers (MCSE)
- 3 Microsoft Certified Specialized Professionals (MCSP)

About DataVox Services

For customers with limited technical resources who are unable to manage their Avaya system, or for customers needing specialized engineering support, the experts at DataVox are offered on an as-needed basis or under contract for ongoing Avaya service requirements. Project services defined by a scope of work are also available and include a designated project manager and may include end-user training services.

DataVox is Houston's premier Avaya Platinum Partner. Established in 1988, DataVox is a full-service, engineering-based Telecommunications Company, specializing in business communication systems, system integration, computer telephony software development, IP telephony, data networking and unparalleled customer service achieved through innovative team concepts. Founded by Ross Ferguson and his three sons, Steve, Alan and Neil, DataVox built its business first and foremost by providing the customer cutting edge solutions based on real-world needs that could only be solved by custom design.

**A 24x7x4 Service Level Agreement with the DataVox Customer Care Center
is extended to all of our project and contract labor customers.**

That's a response time of 4 hours or less, 24 hours a day, 7 days a week.

AVAYA SERVICES FROM DATAVOX

How to Request Service from DataVox

Here's how the Technical Support Process Works at DataVox:

1. **During Business Hours** (8:00 am to 5:00 pm M-F)
For emergency or routine service, call 713-881-5353.
Non-emergency issues may also be emailed to customerservice@DataVox.net.

Outside of Normal Business Hours

Call 713-881-5353.

For After Hours Support Press 1, leave Company Name, Contact Name, Phone Number where you can be reached and the nature of your problem.

For Routine Service to be handled on the next business day, press 2 and leave a detailed message.

DO NOT CALL ENGINEERS OR TECHNICIANS DIRECTLY.

We'll be better able to serve all of our customers by having each call setup properly, logged and managed through our customer management systems.

2. Our team will field the call with a few simple questions to setup the case and insure that the urgency and type of problem is accurately assessed. Customer **MUST** provide a contact phone number and email address for our technical staff to work with.
3. Our response times for **follow up and assessment** are defined in the appropriate agreement.
4. Final **resolution** may take considerably longer depending on circumstances and availability of required hardware or other services.
5. Once resolution is achieved, the case will be closed and a billing statement prepared and sent to you.
6. For Block Time customers, your contract will be debited the proper number of hours.
7. Once you have exhausted a contract, standard rates will be billed until a new contract is in place.

To Open a Support Case

Call 713-881-5353
or request non-emergency
service via email
customerservice@DataVox.net

At DataVox, we want to build long term relationships with all of our customers. Technical support is one more way that we bring value, service and increased productivity to our valued customers.

DATAVOX SERVICES PRICING

DataVox provides service in the following ways:

- Time and Material Services
- Prepaid Hourly Services

Time and Material Services (No formal service agreement is in place.)

Service rates are as follows:

	STANDARD HOURS	AFTER HOURS	WEEKENDS	HOLIDAYS
HOURS	M-F 8 a.m. to 5 p.m. (CST)	M-F 5 p.m. to 8 am. (CST)	All Days & Hours	All Days & Hours
HOURLY RATE	\$165 / hr.	\$247.50 / hr.	\$330 / hr.	\$330 / hr.
ONSITE BILL RATE	(2 hr. minimum) 1 hr. increments + ½ hr. trip charge	(3 hr. minimum) 1 hr. increments + ½ hr. trip charge	(4 hr. minimum) 1 hr. increments + ½ hr. trip charge	(8 hr. minimum) 1 hr. increments + ½ hr. trip charge
REMOTE BILL RATE	(1 hr. minimum) ½ hr. increments	(2 hr. minimum) ½ hr. increments	(4 hr. minimum) 1 hr. increments	(8 hr. minimum) 1 hr. increments

Prepaid Hourly Services

- Pre-paid hourly service plan – A block of hours is purchased and paid for in advance. Blocks of 10 to 100+ hours may be purchased. These hours can be used for onsite or remote problem resolution, engineering support, AMCs, consulting and training as needed. Pre-paid hours are effective for one year from the date of purchase.
- Pre-paid Hourly Service rates are as follows:

	STANDARD HOURS	AFTER-HOURS*	WEEKENDS*	HOLIDAYS*
HOURS	M-F 8 a.m. to 5 p.m. (CST)	M-F 5 p.m. to 8 am. (CST)*	All Days & Hours*	All Days & Hours*
HOURLY RATE (10 HRS.)	\$160 / hr.	1 ½ hr. / hr. worked*	2 hr. / hr. worked*	2 hr. / hr. worked*
HOURLY RATE (50 HRS.)	\$150 / hr.	1 ½ hr. / hr. worked*	2 hr. / hr. worked*	2 hr. / hr. worked*
HOURLY RATE (100 HRS.)	\$140 / hr.	1 ½ hr. / hr. worked*	2 hr. / hr. worked*	2 hr. / hr. worked*
ONSITE BILL RATE	(1 hr. minimum) 1 hr. increments + ½ hr. trip charge	(2 hr. minimum)* 1 hr. increments + ½ hr. trip charge	(2 hr. minimum)* 1 hr. increments + ½ hr. trip charge	(4 hr. minimum)* 1 hr. increments + ½ hr. trip charge
REMOTE BILL RATE	(½ hr. minimum) ½ hr. increments	(1 hr. minimum)* ½ hr. increments	(2 hr. minimum)* 1 hr. increments	(4 hr. minimum)* 1 hr. increments

* THE HOURLY MINIMUMS LISTED FOR AFTER-HOURS, WEEKENDS AND HOLIDAYS ARE FOR HIGH PRIORITY, EMERGENCY SERVICE ONLY. Scheduled support outside of listed standard hours may vary from the above minimums. Resource availability and scheduling for non-emergency after-hours, weekend and holiday support is provided at the sole discretion of DataVox.

DataVox Service Level Agreement

A 24x7x4 Service Level Agreement with the DataVox Customer Care Center is extended to all of our project and contract labor customers.

	DESCRIPTION	RESPONSE TIME
HIGH PRIORITY	System Down	4 hours or less, 24 Hours x 7 Days
MEDIUM PRIORITY	System operational, significant impact to business	Next Business Day or less, 24 Hours x 7 Days
LOW PRIORITY	System fully functional, little to no impact to business	Next Business Day or less, M-F 8 a.m. to 5 p.m. (CST) Excluding Holidays
ADDS, MOVES, & CHANGES	Minor adds, moves or changes to the system	5 Business Days or less, M-F 8 a.m. to 5 p.m. (CST) Excluding Holidays

MAINTENANCE CONTRACT OFFERS FOR AVAYA CUSTOMERS

DataVox has three Maintenance Agreement offers for their Avaya Customers. We offer direct Avaya Maintenance, Wholesale Maintenance and also DataVox PSS Maintenance Contract. Each of these offerings is designed to allow the customer to choose which service fits their needs the best, so please consult with your sales representative for further details on the options.

Customers with a service agreement are entitled to the same level of support during the Warranty period provided by their service agreement. For example, if the customer has a Remote Only maintenance agreement, they will receive Remote Only support during their Warranty period and replacement of defective parts only per the Avaya warranty. Any on-site support is billable. Remote Plus Parts will afford them the same coverage and on-site support is billable. Full coverage will provide full coverage support during the warranty period which includes on-site service (labor) and parts replacement.

Warranty and Maintenance support will include the following services where "applicable" to the customer's product and services agreement:

- 24/7 Monitoring/Alarming (product specific)
- EXPERT Systems SM (product specific)
- Maintenance Software Permissions (MSP's)
- Preventive Maintenance
- Out of Hours Support for 24/7 or DataVox Support customers
- On-Site Service – if selected
- Priority Service Over Per Incident
- Advance Parts Replacement

How to Request Service under a Maintenance Contract

For Customers who have an Avaya or Wholesale Maintenance Contract you can open a trouble ticket, online at <http://support.avaya.com>, or by calling Avaya at (800) 242-2121.

For Customers who have a DataVox PSS Maintenance Contract, please refer to page 2 on how to place a service ticket.

Benefits to Maintenance Contracts include:

- Registered access to Avaya.com for online tools and technical assistance
- Access to the Avaya Technical Service Center 24x7x365
 - **Expert assistance**
To complement your in-house resources, Avaya TSC employs a highly skilled staff that offers you years of experience.
 - **Faster resolution**
Avaya TSC provides constant measurement of customer satisfaction and time-to-resolution tracking.
 - **A high level of knowledge**
Avaya TSC offers expertise in numerous networking environments (voice, video, and data communications) and technologies (Avaya IP telephony, LAN switching, and wireless).
 - **Worldwide availability**
24 hours a day, 365 days a year in multiple languages—by e-mail or telephone, Avaya support is there when you need it.
- Avaya PCN Software updates
- Advance Replacement of failed hardware based on your service level agreement

About Avaya EXPERT Systems SM

Avaya EXPERT Systems SM work to identify and prevent problems before they occur, minimize their impact if they happen, and identify ways to keep them from taking place again. EXPERT Systems also proactively manage systems – for example, checking the capacity on trunks and processors.

Avaya EXPERT Systems are part of one of the most comprehensive maintenance agreements in the industry, delivering 24/7 support, unlimited calls to the Avaya HelpLine, replacement parts and much more. The Avaya Global Services Maintenance Agreement is designed to give you the priority response you need and also save you money.

Benefits of Avaya EXPERT Systems SM

- With the support of the patented Avaya EXPERT Systems technology, 96% of alarms on Avaya DEFINITY Systems and later releases of Avaya telephony software are resolved remotely – in many cases eliminating the business impact of system outages and saving AVAYA customers millions of dollars.
- Avaya EXPERT Systems are available 24/7/365. Whenever EXPERT Systems are alerted to the existence of a problem, they go to work right away usually within 90 seconds, at any time of day or night.
- Avaya EXPERT Systems are patented "rule based" systems – no one in the industry has them – that rely on a constantly updated database of 30,000 Artificial Intelligence Algorithms (AIAs) and system tools.
- In the few instances when a problems cannot be resolved remotely, a technician will be dispatched to the site equipped with the information and parts (if necessary) to resolve the problem quickly. Avaya calls this "intelligent dispatch." When a technician arrives on site prepared, the time required to resolve the problem is significantly reduced.

PREPAID HOURLY SERVICES PURCHASE AGREEMENT

PREPAID HOURLY SERVICE POLICY

This program has been developed for the purpose of providing Customers with lower cost hourly professional services and higher service levels based on a yearly prepaid commitment.

CUSTOMER COMMITMENT

Customer agrees to purchase a pre-paid block of 20 hours of Professional Services at \$0.00/hr (Monday-Friday 8am to 5pm CST) to be used for the period of 12 months. Professional Service hours will be applied towards all DataVox activities related to supporting the customer.

Additional hours incurred over and above 20 hours will be billed at the Time and Material rates. Additional hours incurred will be billed as incurred. Unused hours at the end of the 12 month contract do not roll over.

QUANTITY OF HOURS	HOURLY RATE	TOTAL
20	\$0.00	\$ 0.00

RESPONSE TIME FOR SYSTEM FAILURE

DataVox will meet the following service levels:

	DESCRIPTION	RESPONSE TIME
HIGH PRIORITY	System Down	4 hours or less, 24 Hours x 7 Days
MEDIUM PRIORITY	System operational, significant impact to business	Next Business Day or less, 24 Hours x 7 Days
LOW PRIORITY	System fully functional, little to no impact to business	Next Business Day or less, M-F 8 a.m. to 5 p.m. (CST) Excluding Holidays
ADDS, MOVES, & CHANGES	Minor adds, moves or changes to the system	5 Business Days or less, M-F 8 a.m. to 5 p.m. (CST) Excluding Holidays

The Customer must have an active PSS, Wholesale or an Avaya Maintenance agreement in effect for all critical Avaya components at the time of the failure. The Customer must also have an active PSS, Wholesale or an Avaya Maintenance agreement in effect for any component that is determined to need replacement or a software upgrade for problem resolution.

HOURLY BILLING PROCESS Prepaid hours will be used at the following rate:

	STANDARD HOURS	AFTER-HOURS*	WEEKENDS*	HOLIDAYS*
HOURS	M-F 8 a.m. to 5 p.m. (CST)	M-F 5 p.m. to 8 am. (CST)*	All Days & Hours*	All Days & Hours*
HOURLY RATE (10 HRS.)	\$160 / hr.	1 ½ hr. / hr. worked*	2 hr. / hr. worked*	2 hr. / hr. worked*
HOURLY RATE (50 HRS.)	\$150 / hr.	1 ½ hr. / hr. worked*	2 hr. / hr. worked*	2 hr. / hr. worked*
HOURLY RATE (100 HRS.)	\$140 / hr.	1 ½ hr. / hr. worked*	2 hr. / hr. worked*	2 hr. / hr. worked*
ONSITE BILL RATE	(1 hr. minimum) 1 hr. increments + ½ hr. trip charge	(2 hr. minimum)* 1 hr. increments + ½ hr. trip charge	(2 hr. minimum)* 1 hr. increments + ½ hr. trip charge	(4 hr. minimum)* 1 hr. increments + ½ hr. trip charge
REMOTE BILL RATE	(½ hr. minimum) ½ hr. increments	(1 hr. minimum)* ½ hr. increments	(2 hr. minimum)* 1 hr. increments	(4 hr. minimum)* 1 hr. increments

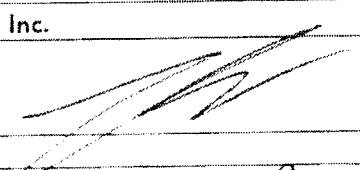
* THE HOURLY MINIMUMS LISTED FOR AFTER-HOURS, WEEKENDS AND HOLIDAYS ARE FOR HIGH PRIORITY, EMERGENCY SERVICE ONLY. Scheduled support outside of listed standard hours may vary from the above minimums. Resource availability and scheduling for non-emergency after-hours, weekend and holiday support is provided at the sole discretion of DataVox.

ELIGIBILITY/APPLICABILITY

This prepaid hours are effective as of 2/14/2011 until 2/13/2012. DataVox reserves the right to amend this prepaid hourly services agreement from time to time. Any decision made by DataVox concerning the prepaid hourly services program will be final, binding and conclusive, and is within DataVox's sole discretion.

Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this prepaid hourly services agreement to be duly executed.

DataVox, Inc.			
By: 		By: _____	
(Signature)		(Signature)	
Name: <u>Brian M. Davis</u>		Name: _____	
Title: <u>Sales Manager</u>		Title: _____	
Date: <u>2/10/2011</u>		Date: _____	

TERMS AND CONDITIONS

RISK OF LOSS; NON-PERFORMANCE BY TELEPHONE COMPANY AND OTHERS

Upon installation of the Equipment, Buyer shall bear the risk of loss regardless of any breach by Seller of any provisions hereof. Although DataVox, Inc. will or may assist Buyer by coordinating initiation or transfer of service through AT&T Company or other telephone companies or other third parties, Buyer assumes all risk of non-performance, including untimely or otherwise improper performance, of any such third parties; DataVox, Inc. and its employees assume no responsibility for any failings of these third parties or their service and equipment. With regard to VOICE MAIL systems, if any, Buyer further assumes all risk of malfunction and deficient or substandard performance caused by third party telecommunication transmission equipment, lines and systems, including pay phones, cellular phones and long distance services; DataVox, Inc. and its employees assume no responsibility for any failings of these third parties or their service and equipment.

VIRUS PROTECTION

Buyer agrees and understands it is Buyer's responsibility to install and run an antivirus program on all workstations and servers at/or prior to installation. Buyer agrees to take whatever steps Buyer deems appropriate to ensure there is adequate and up to date virus protection on all workstations and servers. Buyer expressly agrees that DataVox, Inc. shall have no liability for the loss of any such data, downtime or other damage caused by a computer virus.

DATA BACK-UP

Buyer agrees to take whatever steps Buyer deems appropriate to ensure there are adequate, up to date back-ups made of all data on any computer, server, hard drive, or other storage device of Buyer. In the event of failure, it is expressly understood that DataVox will restore the most recent back-up provided by customer. Buyer expressly agrees that DataVox shall have no liability for the loss of any such data, which may occur during or after the installation

NON-SOLICITATION OF EMPLOYEES

Buyer agrees not to hire or otherwise solicit the employment of any DataVox employee for a period of two (2) years after the date of this Agreement. Buyer agrees that the damages to DataVox for any breach of this section will be substantial, but difficult to ascertain. Accordingly, if Buyer breaches this agreement, it shall pay to DataVox an amount equal to the annual compensation of the DataVox employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to DataVox, and not as a penalty. Nothing in this Agreement shall be construed to prohibit DataVox from pursuing any other available rights or remedies it may have against the employee.

ARBITRATION (This agreement is subject to binding arbitration).

Any dispute between Buyer and DataVox, whether arising under this Agreement or otherwise, shall be settled finally, completely and conclusively by arbitration in Houston, Harris County, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"), by one arbitrator chosen in accordance with the Rules. Arbitration shall be initiated by written demand by the party seeking arbitration. This agreement to arbitrate shall be specifically enforceable in the District Court of Harris County, Texas. A decision of the arbitrator shall be final, conclusive and binding, and judgment may be entered thereon in the District Court of Harris County, Texas, to enforce such decision and the benefits thereof. Any arbitration held in accordance with this paragraph shall be private and confidential and no person shall be entitled to attend the hearings except the arbitrator, you, your attorneys, and any designated representatives of DataVox, Inc. and its attorneys. The matters submitted for arbitration, the hearings and proceedings thereunder and the arbitration award shall be kept and maintained in strictest confidence by Buyer and DataVox, Inc. and shall not be discussed, disclosed or communicated to any persons. On request of either party, the record of the proceeding shall be sealed and may not be disclosed except insofar, and only insofar, as may be necessary to enforce the award of the arbitrator and any judgment enforcing such award.

ASSIGNMENT

Buyer may not delegate its performance or assign its rights under this Agreement except upon the express written consent of Seller.

CONSTRUCTION

This writing constitutes the final agreement between the parties and is a complete statement of the terms of the agreement. No course of prior dealings between the parties or trade usage shall be relevant to determine the meaning of this Agreement. This Agreement is entered into and shall be performable in the State of Texas.

ATTORNEY'S FEES

Buyer shall pay to Seller all attorney's fees, court costs, and all other expense, which may be incurred by Seller in enforcing, or attempting to enforce, any of its rights under this Agreement, or against any guarantors hereof, or with respect to any matters connected with the subject matter hereof.

SEVERABILITY

This Agreement and all provisions hereof are intended to be severable, and this Agreement shall remain enforceable in the event any provision hereof is declared invalid.