



6650 West Sam Houston Parkway South | Houston, TX 77072 | Main 713-881-5300 | www.datavox.net

MAINTENANCE AGREEMENT

Avaya Support Advantage and Upgrade Advantage Agreement - 24x7x4 Onsite + Upgrades

Proposal Submitted to:

Fort Bend County (20 Locations)

Buyers Name

500 Liberty St.

Address

Richmond, Texas 77469

City State Zip

Charles King

281-341-4584

Contact & Telephone Number

Work to be Performed at:

CUST # FORT0001 (20 Locations)

Buyers Name

Address

Richmond, Texas 77469

City State Zip

Effective Date: ** 7/31/2013

** subject to change pending Avaya's approval of order **

Expiration Date: 7/30/2016

DIR Contract Number : DIR-SDD-1513

Vendor Number : 176-025-1479-000

Please choose a method of invoice

*TAX EXEMPT

☐ Annual Charge w/ 3-Year Agreement:
\$187,912.33

** Agreement covers the following Sold To's:

2920113	3643891	5007857	5110563	5337104
2920150	3675066	5010917	5123354	5354585
2920172	4137767	5081077	5128375	5378190
3643876	4491818	5085977	5138289	5385742

Contract Maintenance

Maintenance Coverage includes: Preferred Support with 24x7 Onsite Coverage, Next Business Day Parts Replacement and Upgrade Advantage. Does not include Terminal Replacement

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

Datavox Approval

07/23/13

Date Approved

Fort Bend County (20 Locations)

Accepted By (Company Name)

Signature & Title of Company Representative

Robert E. Hebert, County Judge

August 6, 2013

Date Approved



GENERAL CONDITIONS OF MAINTENANCE AND MANAGED SERVICES.

The undersigned Customer agrees that these General Conditions of Maintenance and Managed Services (the "**Agreement**") will govern the purchase of certain Services (defined below) by Customer from Avaya Inc. ("**Avaya**").

1. ORDER, PROVISION AND SCOPE OF SERVICES

1.1 Order and Provision of Services. In return for the payment of the fees specified in the order, Avaya will provide the Maintenance/Managed Services options for Supported Products or Supported Systems at Supported Sites, as described further in this Agreement and the SAS or Service Description ("**Services**"). In the event of a conflict between the SAS/Service Description and this Agreement, the terms of this Agreement will control. The "**Service Agreement Supplement**" ("**SAS**") or the "**Service Description**" is the Avaya Service Agreement Supplement or Service Description then current as of the date of Avaya's acceptance of an order for Services and available to Customer upon request. As used in this Agreement, "SAS" or "Service Description" may refer, as applicable, to either the Service Agreement Supplement or Service Description or, where the parties have executed a statement of work describing specific Services to be provided by Avaya, to the statement of work. "**Supported Products**" are: (i) hardware or software products identified in the order; and (ii) Added Products (defined in Section 1.7). Supported Products may include non-Avaya products to the extent they are specified in the order. "**Supported Systems**" are a group of products or networks specified in the order. "**Supported Sites**" are locations specified in the order. Orders are subject to acceptance by Avaya. Avaya may accept an order by beginning to perform the Services. Terms and conditions contained in Customer purchase orders or other Customer documents will have no effect.

1.2 Monitoring. Avaya may electronically monitor Supported Products and Supported Systems for the following purposes: (i) remote diagnostics and corrective actions; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) when providing managed Services, to assess Customer needs for additional products or Services; (v) as otherwise provided in the SAS.

1.3 Error Correction. Some Services options may include correction of Errors. An "**Error**" means a failure of a Supported Product to conform in all material respects to the manufacturer's specifications that were currently applicable when the Supported Product was purchased or licensed.

1.4 Help Line Support. Where the selected Services option includes help line support, Avaya will provide it in accordance with the coverage option (service hours, target response intervals, etc.) that Customer has selected.

1.5 End of Support. Periodically, Avaya or a third party manufacturer may declare "end of life," "end of service," "end of support," "manufacture discontinue" or similar designation ("**End of Support**") for certain Supported Products. Customer may access Avaya's user support website (www.support.avaya.com) for End of Support notifications and register an e-mail address to receive e-mail notifications of the same, when published by Avaya. For Products subject to End of Support, Avaya will continue to provide the support described in the applicable SAS or Service Description, except for the End of Support exceptions listed therein ("**Extended Support**"). If the SAS or Service Description does not include Extended Support information, Avaya will make available the description of Extended Support (if available) for the Products concerned at the same time as its End of Support notification. For Products not subject to Extended Support, if Services are discontinued for a Supported Product, the Supported Product will be removed from the order and rates will be adjusted accordingly.

1.6 Replacement Hardware. Replacement hardware provided as part of Services may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent. It will be furnished only on an exchange basis. Returned hardware that has been replaced by Avaya, will become Avaya's property. Title to Avaya-installed replacement hardware provided as part of Services will pass to Customer when installed. Title to all other hardware provided as part of Services will pass to Customer when it arrives at the Supported Site.

1.7 Added Products. If Customer acquires additional products of the same type and manufacturer(s) as the existing Supported Products and locates them with existing Supported Products at a Supported Site, they will be considered "**Added Products**", and will be added to the order automatically for the remainder of the term. Added Products purchased from a party other than the manufacturer or an authorized reseller are subject to certification by Avaya at Avaya's then current rates. If Added Products fail certification, Avaya may choose not to add them to the Supported Products.

1.8 General Limitations. Unless the SAS provides otherwise, Avaya will provide software Services only for the unaltered current release of the software and the prior release. The following items are included in the Services only if the SAS specifically includes them: (i) support of user-defined applications; (ii) support of Supported

Products that have been modified by a party other than Avaya (except for installation of standard, self-installed updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Supported Products; (vi) correction of Errors arising from causes external to the Supported Products (such as power failures or surges); and (vii) Services for Supported Products that have been misused, used in breach of their license restrictions, improperly installed or configured, or that have had their serial numbers altered, defaced or deleted.

2. INVOICING AND PAYMENT.

2.1 Invoicing. Avaya will invoice Customer for Services in advance unless another payment option is specified in the order, or as otherwise specified in the SAS or Service Description.

2.2 Payment. Payment of undisputed invoices is due within thirty (30) days from the date of Avaya's invoice. Customer will pay all bank charges, taxes, duties, levies and other costs and commissions associated with nonstandard methods of invoicing and payment. Overdue payments will be subject to a late payment charge of the lesser of 1.5% per month or the maximum rate allowed by applicable law. Unless Customer provides Avaya with a tax exemption certificate, Customer is solely responsible for paying all required taxes, (including, but not limited to, property, sales, use or excise taxes with respect to the provision of Avaya Equipment) except for any income tax assessed upon Avaya.

3. CUSTOMER RESPONSIBILITIES

3.1 General. Customer will cooperate with Avaya as reasonably necessary for Avaya's performance of its obligations, such as: (i) providing Avaya with full, free and safe access to its facilities; (ii) providing telephone numbers, network addresses and passwords necessary for remote access; and (iii) providing interface information for Supported Products and necessary third party consents and licenses to access them. All items will be provided by Customer at Customer's expense. If Avaya provides an update or other new release of software as part of the Services, Customer will implement it promptly. Customer will reasonably use, safeguard and return to Avaya any items that Avaya loans to Customer ("Avaya Tools") for the purpose of providing Services under this Agreement, such as, but not limited to, the Secure Intelligent Gateway. Avaya Tools shall not be considered Products.

3.2 Provision of Supported Products and Systems. Except for Avaya hosted facilities identified in the SAS or Service Description, Customer will provide all Supported Products, Supported Systems and Supported Sites. Customer continuously represents and warrants that: (i) Customer is either the owner of, or is authorized to access and use, each of them; and (ii) Avaya, its suppliers, and subcontractors are authorized to do the same to the extent necessary to provide the Services in a timely manner.

3.3 Moves of Supported Products. Customer will notify Avaya in advance before moving Supported Products. Avaya may charge additional amounts to recover additional costs in providing the Services as a result of moved Supported Products.

3.4 Vendor Management. Where Avaya is to instruct or request products or services on Customer's behalf from third party vendors under Customer's supply contracts with the third party vendors ("**Vendor Management**"), Customer will provide Avaya upon request a letter of agency or similar document, in form reasonably satisfactory to Avaya, permitting Avaya to perform the Vendor Management. Where the third party vendor's consent is required for Avaya to be able to perform Vendor Management in a timely manner, Customer will obtain the written consent of the vendor and provide Avaya a copy of it upon request.

3.5 Third Party Hosting. In the event one or more network address(es) to be monitored by Avaya are associated with systems owned, managed, and/or hosted by a third party service provider ("**Host**"), Customer will: (i) notify Avaya of the Host prior to commencement of the Services; (ii) obtain the Host's advance written consent for Avaya to perform the Services on the Host's computer systems and provide Avaya with a copy of the consent upon request; and (iii) facilitate necessary communications between Avaya and the Host in connection with the Services.

3.6 Access to Personal Data. From time to time, Customer may require Avaya to access a Supported Product or Supported System containing employee, customer or other individual's personal data (collectively, "**Personal Data**"). Where Customer instructs Avaya to access any Personal Data, or to provide Customer or a third party identified by Customer with access, Customer will (i) notify all relevant employees and other individuals of the fact that Avaya will have access to such personal data in accordance with Customer's instructions and (ii) indemnify Avaya and its officers, directors, employees, subcontractors and affiliates against, and hold each of them harmless from, any and all liabilities, costs, damages, judgments and expenses (including reasonable attorney's fees and costs) arising out of Avaya accessing or providing access in accordance with Customer's instructions.

4. SOFTWARE LICENSE. Where Services include provision of patches, updates or feature upgrades for Supported Products ("**New Software**"), they will be provided subject to the license grant and restrictions contained in the original agreement under which Customer licensed the original software from Avaya. Where there is no existing license from Avaya, New Software will be provided subject to the manufacturers then current license terms and restrictions for the New Software. New Software may include components provided by third party suppliers that are subject to their own end user license agreements. Customer may install and use these

components in accordance with the terms and conditions of the "shrinkwrap" or "clickwrap" end user license agreement accompanying them.

5. CONFIDENTIAL INFORMATION. "Confidential Information" means either party's business and/or technical information, pricing, discounts and any other information or data, regardless of whether in tangible or other form if marked or otherwise expressly identified in writing as confidential. Information communicated verbally will qualify as Confidential Information if designated as confidential or proprietary at the time of disclosure and summarized in writing within 30 days after disclosure. Confidential Information excludes information that: (i) is publicly available other than by an act or omission of the receiving party; (ii) subsequent to its disclosure was lawfully received from a third party having the right to disseminate the information without restriction on its dissemination and disclosure; (iii) was known by the receiving party prior to its receipt and was not received from a third party in breach of that third party's confidentiality obligations; (iv) was independently developed by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by court order or other lawful government action, but only to the extent so ordered, provided the receiving party provides prompt written notification to the disclosing party of the pending disclosure so the disclosing party may attempt to obtain a protective order. In the event of a potential disclosure in the case of subsection (v) above, the receiving party will provide reasonable assistance to the disclosing party should the disclosing party attempt to obtain a protective order. Each party will protect the secrecy of all Confidential Information received from the other party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care. Neither party will use or disclose the other party's Confidential Information except as permitted in this Section or for the purpose of performing obligations under this Agreement. The confidentiality obligations of each party will survive expiration or termination of the Agreement. Upon termination of the Agreement, each party will cease all use of the other party's Confidential Information and will promptly return, or at the other party's request destroy, all Confidential Information, including copies, in tangible form in that party's possession or under its control, including Confidential Information stored on any medium. Upon request, a party will certify in writing its compliance with this Section.

6. WARRANTIES. Avaya warrants to Customer that Services will be carried out in a professional and workmanlike manner by qualified personnel. If the Services have not been so performed and Avaya receives Customer's detailed request to cure a non-conformance within 30 days of its occurrence, Avaya will re-perform those Services. This remedy will be Customer's sole and exclusive remedy and will be in lieu of any other rights or remedies Customer may have against Avaya with respect to the non-conformance of Services.

EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION, NEITHER AVAYA NOR ITS LICENSORS OR SUPPLIERS MAKES ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES IN A SUPPORTED PRODUCT, SUPPORTED SYSTEM OR NETWORK WILL BE DETECTED OR THAT SERVICES WILL RENDER THEM SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVAYA DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE. THE LIABILITY OF EITHER PARTY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. HOWEVER, THEY WILL NOT APPLY IN CASES OF WILFULL MISCONDUCT, PERSONAL INJURY OR BREACHES OF AVAYA'S LICENSE RESTRICTIONS. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS.

8. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement and any disputes arising out of or relating to it ("Disputes") will be governed by New York State laws applicable to contracts entered into and performed in New York, excluding conflict of law principles and the United Nations Convention on Contracts for the International Sale of Goods. Except as provided below, all Disputes will be finally resolved by binding arbitration before one arbitrator, selected pursuant to the Commercial Rules of the American Arbitration Association ("AAA"). The arbitrator will have the authority to determine issues of arbitrability and to consider and

rule on dispositive motions. The arbitrator will have authority only to award compensatory damages within the scope of the limitations of Section 8 and will not award punitive or exemplary damages. The arbitrator will not have the authority to limit, expand or otherwise modify the terms of the Agreement. The parties, their representatives, other participants and the arbitrator will hold the existence, content and result of arbitration in confidence. Nothing in this Section will be construed to preclude either party from seeking provisional remedies, including but not limited to temporary restraining orders and preliminary injunctions from any court of competent jurisdiction in order to protect its rights pending arbitration. Actions on Disputes between the parties must be brought in accordance with this Section within two years after the cause of action arises.

9. TERM AND TERMINATION.

9.1 Term. This Agreement will be effective from the date Avaya accepts the order unless terminated earlier in accordance with this Section. Unless a different term is defined in the order or mandated in the applicable SAS or Service Description, Avaya will provide Services for an initial term of one year. Services will be renewed automatically for successive one year terms (unless a longer period is mandated by the applicable SAS or Service Description) applying the then most similar current generally available support plan offering and then current rates, unless either party gives the other written notice of its intent not to renew at least 30 days prior to the expiration of the applicable initial or renewal term. Unless otherwise specified in the SAS or Service Description, Customer may terminate Services in whole or in part upon 30 days written notice subject to the cancellation fees equal to Maintenance Services fees for 12 months or the remaining term, whichever is less.

Either party may terminate this Agreement by written notice to the other party effective immediately upon receipt if the other party fails to cure any material breach of this Agreement within a thirty (30) day period after having received a written notice from the non-breaching party detailing the breach and requesting the breach be cured.

9.2 Termination Notice. Customer's written notice of cancellation or intent not to renew must be sent by: (i) letter via certified mail to the following address: Avaya Inc., Customer Care Center, 14400 Hertz Quail Spring Pkwy, Oklahoma City, OK 73134 Attn: Maintenance Termination; (ii) email to mycontract@avaya.com; or (iii) fax to 800-441-6371. In case of an Avaya Affiliate the notice of cancellation must be sent to the e-mail or address stated on the relevant order.

10. MISCELLANEOUS. Avaya may assign this Agreement or any associated order to any of its affiliated entities or to any entity to which Avaya may sell, transfer, convey, assign or lease all or substantially all of the assets used in connection with its performance under this Agreement. Avaya may subcontract any or all of its obligations, but will retain responsibility for them. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including without limitation, fire, flood, act of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, and inability to secure materials or transportation facilities. The failure of either party to assert any of its rights under this Agreement is not a waiver by that party of its right later to enforce this Agreement in accordance with its terms. This Agreement constitutes the entire understanding of the parties with respect to its subject matter and will supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between them relating to that subject matter. It will not be contradicted or supplemented by any prior course of dealing between the parties. All notices under this Agreement and any modifications or amendments to this Agreement must be in writing which in no event shall include any form of electronic communication (such as e-mail).

CUSTOMER LEGAL NAME: FORT BEND COUNTY



(Signature)

Robert E. Hebert

(Print Name)

County Judge

(Title)

Approved by Commissioners Court 8-6-2013

(Date)



Addendum A - Fort Bend County - Constable Pct. 1

Material Codes	Qty	Product Descriptions
700459472	2	80 CHANNEL DAUGHTERBOARD
700476393	2	G430 MEDIA GATEWAY NON-GSA
700302433	2	MM717 24PT DCP MMOD
170899	1	MM711 ANALOG MEDIA MODULE
185840	1	CM MODEL ADDITIONS
700500754	2	PROGNOSIS VOIP MONITORING R3 CD
700406127	2	ANALOG MUSIC ON HOLD INTF RHS
700502033	2	AVAYA AURA SBC R6.0.3 SYS PLTFM DVD
405362641	2	PWR CORD USA

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Addendum A - Fort Bend County - Emergency Management

Material Codes	Qty	Product Descriptions
700459472	1	80 CHANNEL DAUGHTERBOARD
700463482	1	FACILITY TEST CP TN771DP - NON GSA
700463532	1	S8300D SERVER - NON GSA
700466634	1	MM710B E1/T1 MEDIA MODULE - NON GSA
700466642	1	MM716 ANLG MEDIA MOD 24FXS - NON GSA
700476393	1	G430 MEDIA GATEWAY NON GSA
700500961	1	AVAYA AURATM R6.0.1 MEDIA DVD
219901	116	SSU UCE R6.X ONE-X COMM R6.X SFTW /E
700406416	1	CABLE ASSY B25A 25FT RHS
185840	1	CM MODEL ADDITIONS
405362641	1	PWR CORD USA
700395445	1	120A CSU CABLE 50FT RHS
229457	116	CMM R6 W/ CM R6 EE LIC NEW
101251	1	PWR UPS 2KVA EXT200-240V SER 1 W/PKG
101302	1	PWR UPS RESV CAB 10 BAT SER 1
101301	1	PWR UPS RESV CAB 5 BATT SER 1
700500754	1	PROGNOSIS VOIP MONITORING R3 CD
700406127	1	ANALOG MUSIC ON HOLD INTF RHS
700500929	1	AVAYA AURATM SYSTEM PLTFRM 6.0.3 DVD
269365	116	ENT ED R6 MGMT NTWK MGMT R6 LIC /E
269903	116	ENT ED R6 AES DMCC R6 LIC /E
269902	116	ENT ED R6 AES UNFD DSK R6 LIC /E
269901	116	ENT ED UCE R6 ONE-X COMM R6 LIC /E
269424	116	ENT ED R6 B5800 SIP TRNK R6 LIC /E
269364	116	ENT ED R6 MGMT SITE ADMIN R6 LIC /E
269423	116	ENT ED R6 B5800 SURV STN R6 LIC /E
229380	1	SURVIVABLE REMOTE SOLUTION
269407	116	ENT ED R6 PS R6 LIC /E
269905	116	ENT ED UCE R6 ONE-X PRTL R5 LIC /E
269366	116	ENT ED R6 SYSTEM MANAGER R6 LIC /E
229180	116	EC500 R9 SM LIC
228379	116	AVAYA ONE-X CES R6.X NEW/ADD LIC
228746	116	UCE R5.2+ ONE-X PORTAL R5.X STD /E
263133	232	UCE R6.X ONE-X CES R6.1 CLIENT /E
229191	116	UCE R6 ONE-X COMM R6 SFTW /E
229194	116	UCE R6 EC500 R9 SM LIC /E
229193	116	UCE R6 AE SVCS R6 UNFD DSKTP /E



Addendum A - Fort Bend County - Emily Court

Material Codes	Qty	Product Descriptions
700466626	1	MM711 ANLG MEDIA MODULE - NON GSA
700460660	1	10 CHANNEL DSP DAUGHTERBOARD
700476393	1	G430 MEDIA GATEWAY NON-GSA
700394661	1	MM711 ANLG MEDIA MODULE RHS
700406127	1	ANALOG MUSIC ON HOLD INTF RHS
405362641	1	PWR CORD USA

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Addendum A - Fort Bend County - Engineering

Material Codes	Qty	Product Descriptions
700476393	1	G430 MEDIA GATEWAY NON-GSA
700466642	1	MM716 ANLG MEDIA MOD 24FXS - NON GSA

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Addendum A - Fort Bend County - Extension Services

Material Codes	Qty	Product Descriptions
700460660	1	10 CHANNEL DSP DAUGHTERBOARD
700476393	1	G430 MEDIA GATEWAY NON-GSA
700466642	1	MM716 ANLG MEDIA MOD 24FXS - NON GSA
700406416	1	CABLE ASSY B25A 25FT RHS
405362641	1	PWR CORD USA

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Addendum A - Fort Bend County - Jane Long Bldg.

Material Codes	Qty	Product Descriptions
181417	196	SIP TRUNK 1PT SFTW LIC
224271	1	IPSI2 CP TN2312BP - NON GSA
700394950	5	G650 MEDIA GATEWAY RHS
700470396	5	G650 AC/DC PWR SUP 655A RHS 6/6 NGS
224274	2	IP320 MEDIA RESOURC TN2602AP NON GSA
224272	3	C-LAN INTF CP TN799DP - NON GSA
263764	3	DL360G7SRVR CM5.2.1+ S/D/MBT/SBC
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE
195313	2	COMPACT FLASH READER W/FLSHCRD RHS
700381254	1	COMPACT FLASH 128MB RHS
700394992	1	EMERGENCY TRANSFER PANEL G3 RHS
700437924	2	CALL CLASSIFIER CP TN744FP
700463508	2	BUS TERMINATOR CP AHF110 - NON GSA
700463524	3	24PT ANALOG LN CP TN793CP - NON GSA
700501093	1	DL360G7 SRVR 2CPU MID4
700501092	1	DL360G7 SRVR 2CPU MID3
263766	1	R610 SERVER 1CPU MID1 AIM LINUX BNDL
264181	1	R610 SRVR AAM 1CPU-LO HI-RAID 10K
700500960	1	AVAYA AURATM SBC R6.0.2 SYS PLTFM DVD
229457	118	CMM R6 W/ CM R6 EE LIC NEW
405362641	18	PWR CORD USA
259726	1	MSG R6.X NEW SYSTEM TRACKING
190930	1	MM SIP ITG 48 CHNL N/ENCRPT N/CARDS
700500754	1	PROGNOSIS VOIP MONITORING R3 CD
405362641	1	PWR CORD USA
405362641	2	PWR CORD USA
700170012	4	CABLE GREEN 5 METER
700178056	1	CABLE GREEN 25 METER
700397284	4	G600/G650 TDM LAN CABLE KIT RHS
244929	201	MSG R6.X 1 SEAT MAINSTRM NEW
244933	2200	MSG R6.X 1 SEAT MAINSTRM MMIP
244920	1	MSG R6.X APPLICATION
244923	1200	MSG R6.X AV STORE SEAT TRACKING
244929	1	MSG R6.X 1 SEAT MAINSTRM NEW
244936	1	MSG R6.X APPLICATION PLUS STORAGE
244933	109	MSG R6.X 1 SEAT MAINSTRM MMIP
228747	118	UCE R5.2+ AE SVCS R5.X UNFD DSKTP /E
269423	100	ENT ED R6 B5800 SURV STN R6 LIC /E
269904	55	ENT ED R6 EC500 SM R9 LIC /E
269906	55	ENT ED R6 ONE-X CES R6 LIC /E
269424	55	ENT ED R6 B5800 SIP TRNK R6 LIC /E

259401	1	MEDIA ENCRYPTION R6+/MBT
269407	100	ENT ED R6 PS R6 LIC /E
229379	1	SURVIVABLE CORE SOLUTION
229377	1	LARGE ENTERPRISE DUPLEX SOLUTION
225145	1	AVAYA AURATM R6 SFTW ENTITLEMENT LIC
229587	431	AVAYA AURATM R6 ENT ED MOVE LIC
269901	100	ENT ED R6 ONE-X COMM R6 LIC /E
229587	100	AVAYA AURATM R6 ENT ED MOVE LIC
263254	55	AVAYA AURATM EE R6 MOVE ENTITLE LIC
269365	1	ENT ED R6 MGMT NTWK MGMT R6 LIC /E
269367	55	ENT ED R6 SM SIP CONN R6 LIC /E
269901	55	ENT ED R6 ONE-X COMM R6 LIC /E
270054	55	ENT ED R6 CMM R6 LIC /E
259401	1	MEDIA ENCRYPTION R6+/MBT
269906	100	ENT ED R6 ONE-X CES R6 LIC /E
269902	100	ENT ED R6 AES UNFD DSK R6 LIC /E
269904	100	ENT ED R6 EC500 SM R9 LIC /E
269424	100	ENT ED R6 B5800 SIP TRNK R6 LIC /E
269902	55	ENT ED R6 AES UNFD DSK R6 LIC /E
269365	82	ENT ED R6 MGMT NTWK MGMT R6 LIC /E
269901	82	ENT ED UCE R6 ONE-X COMM R6 LIC /E
269904	82	ENT ED UCE R6 EC500 SM R9 LIC /E
269425	82	ENT ED R6 ONE-XC VIDEO R6 LIC /E
269364	82	ENT ED R6 MGMT SITE ADMIN R6 LIC /E
269366	82	ENT ED R6 SYSTEM MANAGER R6 LIC /E
269407	82	ENT ED R6 PS R6 LIC /E
259401	1	MEDIA ENCRYPTION R6+/MBT
229587	82	AVAYA AURATM R6 ENT ED MOVE LIC
269905	82	ENT ED UCE R6 ONE-X PRTL R5 LIC /E
269902	82	ENT ED UCE R6 AES UNFD DSK R6 LIC /E
269367	96	ENT ED R6 SM SIP CONN R6 LIC /E
225153	118	AVAYA AURATM ENTED R6 101-1000NEWLIC
259401	1	MEDIA ENCRYPTION R6+/MBT
270054	82	ENT ED R6 CMM R6 LIC /E
269906	82	ENT ED UCE R6 ONE-X CES R6 LIC /E
229380	2	SURVIVABLE REMOTE SOLUTION
216899	1	SYSTEM MANAGER R6 LIC
259401	2	MEDIA ENCRYPTION R6+/MBT
229587	153	AVAYA AURATM R6 ENT ED MOVE LIC
259401	1	MEDIA ENCRYPTION R6+/MBT
229587	431	AVAYA AURATM R6 ENT ED MOVE LIC
259401	1	MEDIA ENCRYPTION R6+/MBT
269423	55	ENT ED R6 B5800 SURV STN R6 LIC /E
269904	105	ENT ED UCE R6 EC500 SM R9 LIC /E
269367	248	ENT ED R6 SM SIP CONN R6 LIC /E
270054	105	ENT ED R6 CMM R6 LIC /E
269366	105	ENT ED R6 SYSTEM MANAGER R6 LIC /E
269906	105	ENT ED UCE R6 ONE-X CES R6 LIC /E
269367	153	ENT ED R6 SM SIP CONN R6 LIC /E
269902	118	ENT ED R6 AES UNFD DSK R6 LIC /E
269903	118	ENT ED R6 AES DMCC R6 LIC /E
269903	60	ENT ED R6 AES DMCC R6 LIC /E

229587	60	AVAYA AURATM R6 ENT ED MOVE LIC
269905	105	ENT ED UCE R6 ONE-X PRTL R5 LIC /E
269407	105	ENT ED R6 PS R6 LIC /E
269364	105	ENT ED R6 MGMT SITE ADMIN R6 LIC /E
269365	118	ENT ED R6 MGMT NTWK MGMT R6 LIC /E
269364	118	ENT ED R6 MGMT SITE ADMIN R6 LIC /E
269365	105	ENT ED R6 MGMT NTWK MGMT R6 LIC /E
269903	82	ENT ED UCE R6 AES DMCC R6 LIC /E
269366	118	ENT ED R6 SYSTEM MANAGER R6 LIC /E
259401	1	MEDIA ENCRYPTION R6+/MBT
269901	60	ENT ED UCE R6 ONE-X COMM R6 LIC /E
269424	60	ENT ED R6 B5800 SIP TRNK R6 LIC /E
269425	60	ENT ED R6 ONE-XC VIDEO R6 LIC /E
269366	60	ENT ED R6 SYSTEM MANAGER R6 LIC /E
259401	1	MEDIA ENCRYPTION R6+/MBT
269423	118	ENT ED R6 B5800 SURV STN R6 LIC /E
269407	60	ENT ED R6 PS R6 LIC /E
269407	118	ENT ED R6 PS R6 LIC /E
269905	60	ENT ED UCE R6 ONE-X PRTL R5 LIC /E
269905	118	ENT ED UCE R6 ONE-X PRTL R5 LIC /E
269424	118	ENT ED R6 B5800 SIP TRNK R6 LIC /E
269424	55	ENT ED R6 B5800 SIP TRNK R6 LIC /E
269904	55	ENT ED R6 EC500 SM R9 LIC /E
269423	55	ENT ED R6 B5800 SURV STN R6 LIC /E
269906	55	ENT ED R6 ONE-X CES R6 LIC /E
269901	118	ENT ED UCE R6 ONE-X COMM R6 LIC /E
269423	82	ENT ED R6 B5800 SURV STN R6 LIC /E
269423	60	ENT ED R6 B5800 SURV STN R6 LIC /E
269424	82	ENT ED R6 B5800 SIP TRNK R6 LIC /E
269902	60	ENT ED R6 AES UNFD DSK R6 LIC /E
269902	55	ENT ED R6 AES UNFD DSK R6 LIC /E
259401	1	MEDIA ENCRYPTION R6+/MBT
269901	105	ENT ED R6 ONE-X COMM R6 LIC /E
269902	105	ENT ED R6 AES UNFD DSK R6 LIC /E
269904	105	ENT ED R6 EC500 SM R9 LIC /E
225185	100	AVAYA AURATM R6 ANALOG NEW LIC
225185	14	AVAYA AURATM R6 ANALOG NEW LIC
263254	50	AVAYA AURATM EE R6 MOVE ENTITLE LIC
269902	152	ENT ED R6 AES UNFD DSK R6 LIC /E
229587	152	AVAYA AURATM R6 ENT ED MOVE LIC
269904	152	ENT ED R6 EC500 SM R9 LIC /E
269364	60	ENT ED R6 MGMT SITE ADMIN R6 LIC /E
259401	1	MEDIA ENCRYPTION R6+/MBT
269407	152	ENT ED R6 PS R6 LIC /E
269906	152	ENT ED R6 ONE-X CES R6 LIC /E
259401	1	MEDIA ENCRYPTION R6+/MBT
269367	100	ENT ED R6 SM SIP CONN R6 LIC /E
263256	55	AVAYA AURATM SE R6 MV/UPLFT ENT LIC
269367	55	ENT ED R6 SM SIP CONN R6 LIC /E
270054	55	ENT ED R6 CMM R6 LIC /E
229587	116	AVAYA AURATM R6 ENT ED MOVE LIC
269901	55	ENT ED R6 ONE-X COMM R6 LIC /E

269906	105	ENT ED R6 ONE-X CES R6 LIC /E
263254	105	AVAYA AURATM EE R6 MOVE ENTITLE LIC
269367	105	ENT ED R6 SM SIP CONN R6 LIC /E
269407	105	ENT ED R6 PS R6 LIC /E
269423	105	ENT ED R6 B5800 SURV STN R6 LIC /E
269424	105	ENT ED R6 B5800 SIP TRNK R6 LIC /E
269424	152	ENT ED R6 B5800 SIP TRNK R6 LIC /E
269425	105	ENT ED R6 ONE-XC VIDEO R6 LIC /E
269424	105	ENT ED R6 B5800 SIP TRNK R6 LIC /E
269423	105	ENT ED R6 B5800 SURV STN R6 LIC /E
269407	55	ENT ED R6 PS R6 LIC /E
269367	152	ENT ED R6 SM SIP CONN R6 LIC /E
269901	105	ENT ED UCE R6 ONE-X COMM R6 LIC /E
229587	105	AVAYA AURATM R6 ENT ED MOVE LIC
269407	55	ENT ED R6 PS R6 LIC /E
269365	60	ENT ED R6 MGMT NTWK MGMT R6 LIC /E
269903	105	ENT ED UCE R6 AES DMCC R6 LIC /E
269902	105	ENT ED UCE R6 AES UNFD DSK R6 LIC /E
269423	152	ENT ED R6 B5800 SURV STN R6 LIC /E
259401	1	MEDIA ENCRYPTION R6+/MBT
225185	114	AVAYA AURATM R6 ANALOG NEW LIC
269901	152	ENT ED R6 ONE-X COMM R6 LIC /E
258372	384	AVAYA AURATM SBC SNGL SESR6 LIC
225925	30	CC R6 NEW ELITE PER AGT 1-100
229180	118	EC500 R9 SM LIC
229194	118	UCE R6 EC500 R9 SM LIC /E
229180	60	EC500 R9 SM LIC
232175	3	AURA R6 SE BNDL CONF LIC
228490	3	ONE-X AGT R2 LIC FREE-MAX 3 PLD
229000	1	ONE-X ATTENDANT CLNT R3 LIC FOR CM6+
228505	1	ONE-X ATTD R3 RFA ACTVN CODE
228500	2	ONE-X ATTD R3 CLNT NEW USER LIC
229000	1	ONE-X ATTENDANT CLNT R3 LIC FOR CM6+
700477839	1	ONE-X ATTD R3 CLNT USER SFTW CD
266340	1	ONE-X ATTD R4 CLNT NEW USER LIC
229191	118	UCE R6 ONE-X COMM R6 SFTW /E
228744	118	UCE R5.2+ ONE-X MBL R1/5.X CLIENT /E
228363	118	ONE-X MBL R5.2.1 STD NEW AND ADD LIC
263133	116	UCE R6.X ONE-X CES R6.1 CLIENT /E
228379	60	AVAYA ONE-X CES R6.X NEW/ADD LIC
228379	105	AVAYA ONE-X CES R6.X NEW/ADD LIC
228746	118	UCE R5.2+ ONE-X PORTAL R5.X STD /E
227272	1	SAL STDALN GATEWAY LIC R1.5 DWNLD
264148	192	SM R6.X SIP CONNECTION LICENSE
264231	250	SM R6.X SIP CONNECTION LIC ENTLMNT
228933	118	UCE R5.2+ IP SOFTPHONE R6.X LIC /E



Addendum A - Fort Bend County - Justice Center

Material Codes	Qty	Product Descriptions
700466634	1	MM710B E1/T1 MEDIA MODULE - NON GSA
700466642	2	MM716 ANLG MEDIA MOD 24FXS - NON GSA
700302409	2	MM716 ANALOG MEDIA MODULE 24 FXS
263764	3	DL360G7SRVR CM5.2.1+ S/D/MBT/SBC
700466626	4	MM711 ANLG MEDIA MODULE - NON GSA
700459498	2	G450 POWER SUPPLY
700459472	2	80 CHANNEL DAUGHTERBOARD
700459456	2	G450 MP80 W/POWER SUPPLY NON-GSA
700394992	1	EMERGENCY TRANSFER PANEL G3 RHS
700012909	1	24 PORT LINE PATCH PANEL
700501092	1	DL360G7 SRVR 2CPU MID3
264181	1	R610 SRVR AA MSG STD STRG
700406101	1	DS1 LOOPBACK JACK 700A RHS
405362641	10	PWR CORD USA
700395445	1	120A CSU CABLE 50FT RHS

x _____



Addendum A - Fort Bend County - Juvenile

Material Codes	Qty	Product Descriptions
700407802	1	G450 MP80 W/POWER SUPPLY
700394661	1	MM711 ANLG MEDIA MODULE RHS
700466642	1	MM716 ANLG MEDIA MOD 24FXS - NON GSA

x _____



Addendum A - Fort Bend County - Morton St.

Material Codes	Qty	Product Descriptions
700460538	1	EM200 BRANCH EXPANSION UNIT
700466618	1	MM714B ANLG 4+4 MEDIA MOD - NON GSA
700469273	1	G430 MEDIA GATEWAY
700012909	1	24 PORT LINE PATCH PANEL
405362641	2	PWR CORD USA
700465503	1	9130 BDM FOR 700-1500VA RCK MNT 120V
700465289	1	PW9130 1000 120V RACK W /SNMP CARD
700434798	1	UPS ENVIRONMENTAL PROBE

x _____



Addendum A - Fort Bend County - Constable Pct. 1

Material Codes	Qty	Product Descriptions
700459472	2	80 CHANNEL DAUGHTERBOARD
700476393	2	G430 MEDIA GATEWAY NON-GSA
700302433	2	MM717 24PT DCP MMOD
170899	1	MM711 ANALOG MEDIA MODULE
185840	1	CM MODEL ADDITIONS
700500754	2	PROGNOSIS VOIP MONITORING R3 CD
700406127	2	ANALOG MUSIC ON HOLD INTF RHS
700502033	2	AVAYA AURA SBC R6.0.3 SYS PLTFM DVD
405362641	2	PWR CORD USA

x _____



Addendum A - Fort Bend County - Precinct 1

Material Codes	Qty	Product Descriptions
700460538	1	EM200 BRANCH EXPANSION UNIT
700466618	1	MM714B ANLG 4+4 MEDIA MOD - NON GSA
700469273	1	G430 MEDIA GATEWAY
700012909	1	24 PORT LINE PATCH PANEL
405362641	2	PWR CORD USA
700465503	1	9130 BDM FOR 700-1500VA RCK MNT 120V
700465289	1	PW9130 1000 120V RACK W /SNMP CARD
700434798	1	UPS ENVIRONMENTAL PROBE

x _____



Addendum A - Fort Bend County - Precinct 2

Material Codes	Qty	Product Descriptions
700466634	1	MM710B E1/T1 MEDIA MODULE - NON GSA
700466642	1	MM716 ANLG MEDIA MOD 24FXS - NON GSA
700476393	1	G430 MEDIA GATEWAY NON-GSA
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE
700012909	2	24 PORT LINE PATCH PANEL
700395445	1	120A CSU CABLE 50FT RHS
212365	1	ADDITIONAL PRODUCTS CATALOG MODEL
700406101	1	DS1 LOOPBACK JACK 700A RHS
700445844	1	MM MMIP SYS RET INSTRUCT IA LX

x _____



Addendum A - Fort Bend County - Precinct 3

Material Codes	Qty	Product Descriptions
700407802	1	G450 MP80 W/POWER SUPPLY
700466626	1	MM711 ANLG MEDIA MODULE - NON GSA
405362641	1	PWR CORD USA

x _____



Addendum A - Fort Bend County - Precinct 4

Material Codes	Qty	Product Descriptions
700476393	1	G430 MEDIA GATEWAY NON-GSA
700459472	1	80 CHANNEL DAUGHTERBOARD
700466626	2	MM711 ANLG MEDIA MODULE - NON GSA
193806	125	UTILITY TRIGGER REM GATEWAY NEW SITE
102935	1	CSU MODULE 120A4
182106	1	INTGR MGMT 2.0 ENTPRS 1 CM SYS
700406127	1	ANALOG MUSIC ON HOLD INTF RHS
405362641	1	PWR CORD USA
700500754	1	PROGNOSIS VOIP MONITORING R3 CD

x _____



Addendum A - Fort Bend County - R&B Beechnut

Material Codes	Qty	Product Descriptions
700501532	1	AVAYA B179 SIP CONF PHONE
700439250	1	MM710B E1/T1 MEDIA MODULE
700397078	1	G350 MEDIA GATEWAY VINTAGE D.1 RHS
700394711	1	MM717 24 PORT DCP MEDIA MODULE RHS
700394661	1	MM711 ANLG MEDIA MODULE RHS
406693994	1	PAGING AMPLIFIER PAGEPAC 20 20-WATT
102377	6	SPKRHORN PAGEPAC 20

x _____



Addendum A - Fort Bend County - Road & Bridge Crabb

Material Codes	Qty	Product Descriptions
700476385	1	20 CHANNELS DSP DAUGHTERBOARD
700476393	1	G430 MEDIA GATEWAY NON-GSA
700466642	1	MM716 ANLG MEDIA MOD 24FXS - NON GSA
700466634	1	MM710B E1/T1 MEDIA MODULE - NON GSA
259401	1	MEDIA ENCRYPTION R6+/MBT

x _____



Addendum A - Fort Bend County - Needville R&B

Material Codes	Qty	Product Descriptions
700394711	1	MM717 24 PORT DCP MEDIA MODULE RHS
700466634	1	MM710B E1/T1 MEDIA MODULE - NON GSA
700395221	1	MM714 ANALOG 4+4 MEDIA MODULE RHS
700432487	1	G450 MP20 W/POWER SUPPLY
700012909	2	24 PORT LINE PATCH PANEL
405362641	1	PWR CORD USA

x _____



Addendum A - Fort Bend County - Rosenberg Annex

Material Codes	Qty	Product Descriptions
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA
700459472	1	80 CHANNEL DAUGHTERBOARD
700466642	2	MM716 ANLG MEDIA MOD 24FXS - NON GSA
259401	1	MEDIA ENCRYPTION R6+/MBT

x _____



Addendum A - Fort Bend - Rosenberg Bootcamp

Material Codes	Qty	Product Descriptions
700281694	1	G350 MEDIA GATEWAY

x _____



Addendum A - Fort Bend County - Transportation and Dispatch

Material Codes	Qty	Product Descriptions
700434798	1	UPS ENVIRONMENTAL PROBE
700463532	1	S8300D SERVER - NON GSA
700466618	1	MM714B ANALOG 4+4 MEDIA MODULE - NON GSA
700463482	1	FACILITY TEST CIRCUIT PACK TN771DP - NON GSA
700476393	1	G430 MEDIA GATEWAY NON-GSA
405362641	1	PWR CORD USA

x _____



Addendum A - Fort Bend County - Tax Office

Material Codes	Qty	Product Descriptions
700407802	1	G450 MP80 W/POWER SUPPLY
700394661	1	MM711 ANLG MEDIA MODULE RHS

x _____

Addendum B to the County of Fort Bend - 2013

This **Addendum B** entered into by and between **Fort Bend County** and **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 Software, Switches and Voicemails covered under an Avaya Wholesale Maintenance Agreement and Avaya's Terms and Conditions:

- Emergency Management – 2920113 ✓
- Emily Court – 5085977 ✓
- Engineering Department – 4491818 ✓
- Extension Services – 3643891 ✓
- Jane Long/DataCenter – 3675066 ✓
- Justice Center – 5337104 ✓
- Juvenile – 5007857 ✓
- Morton St. – 5128375 ✓
- Needville JP – 5378190 ✓
- Precinct 1 – 5081077 ✓
- Precinct 2 – 2920172 ✓
- Precinct 3 – 5138289 ✓
- Precinct 4 – 5010917 ✓
- Road & Bridge - Beechnut – 4137767 ✓
- Road & Bridge – Crabb – 2920150 ✓
- Road & Bridge – Needville - 5123354 ✓
- Rosenberg Annex Building – 3643876 ✓
- Rosenberg Bootcamp – 5385742 ✓
- Transportation & Dispatch – 5354585 ✓
- Tax Office – 5110563 ✓

2-Items Excluded from Coverage

The Avaya Wholesale Maintenance Agreement covers the **Software, 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:

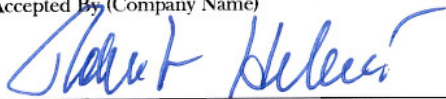
- IP, Analog and Digital Phones
- All Data Equipment including but not limited to Cisco Switches and Routers
- Battery Back-up's
- All Third Party Non-Avaya Equipment

3-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.

Fort Bend County

Accepted By (Company Name)



Signature & Title of Company Representative

Robert E. Hebert, County Judge

Printed & Title of Company Representative

8-6-2013

Date Approved

Brian M. Deats Sales Manager

DataVox, Inc. Representative


DataVox Approval7/23/2013
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	\$175 / hr.	\$247.50 / hr. 262.50 / hr.	\$350 / hr.	\$350 / 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. \$175	1 ½ hr. / hr. worked*	2 hr. / hr. worked*	2 hr. / hr. worked*
HOURLY RATE (50 HRS.)	\$150 / hr. \$165	1 ½ hr. / hr. worked*	2 hr. / hr. worked*	2 hr. / hr. worked*
HOURLY RATE (100 HRS.)	\$140 / hr. \$155	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. \$20.00	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 8/01/2013 until 7/31/2014. 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.	Fort Bend County
By:  (Signature)	By:  (Signature)
Name: <u>Brian M. Deats</u>	Name: <u>Robert E. Hebert</u>
Title: <u>Sales Manager - Services</u>	Title: <u>County Judge</u>
Date: <u>7/23/2013</u>	Date: <u>August 6, 2013</u>

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.