

SUPPORT SERVICES AGREEMENT NUMBER ALACHUA-2004

THIS SUPPORT SERVICES AGREEMENT (hereinafter "Agreement"), effective as of March 23, 2004 ("Effective Date") is made and entered into by and between EADS TELECOM North America Inc., a U.S. subsidiary of the European Aeronautic Defence and Space Company N.V., having its principal place of business at 2811 Internet Blvd, Frisco, Texas 75034-1851 (hereinafter "Seller") and Alachua County, whose address is 26 NE 1st Street, Gainesville, Florida 32601 (hereinafter "Buyer"). In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. GENERAL. Additional services requested by Buyer, but not included in this Agreement, are subject to rates and terms stated in Attachment B. Software updates will be provided in accordance with Attachment C.

2. DEFINITIONS.

"Documentation" means any documents as used herein to include, but is not limited to, all materials, copyrighted or otherwise, of Seller licensed to Buyer that may be published and/or distributed by Seller to Buyer, including technical publications, product descriptions, field notices, pricing manuals, user guides and videos regardless of media or method of distribution or obtainment containing Seller published or proprietary or confidential information.

"Engineering Change(s)" means modifications to the Software which may be intended to correct errors, but which do not represent a Release or Version upgrade. These may include Software fixes of latent problems; a.k.a. patch or fix or ECO.

"Equipment" means Seller or OEM hardware products identified in Attachment A.

"Equipped With" means voice and data lines and trunks having all required common equipment in place, including all line and trunk cards, buffer assemblies and line modules, but not necessarily all station instruments and data devices.

"OEM" means Original Equipment Manufacturer and applies to Equipment that Seller has not manufactured or Software that Seller does not license but may sublicense. OEM Equipment and/or Software shall be identified in the Equipment Schedule. Throughout this Agreement, any references to Equipment and Software shall not apply to OEM Equipment or to OEM Software unless expressly made applicable thereto. Upon request and subject to availability, Seller may quote prices for Services pertaining to OEM products.

"Product" means the Equipment and Software identified in Attachment A.

"Release" means a specific edition of the Licensed Software that contains significant functionality changes and/or improvements. A Release is designated by a number located to the left of the first decimal point (such as R1.x or R2.x); a.k.a. additional feature(s).

"Active Release" The latest or current Release.

"Inactive Release" One Release prior to the Active Release

"Service(s)" mean the support activities Seller's authorized representative(s) or OEM's authorized representative(s) shall perform for Buyer as identified in Attachments A and C of this Agreement.

"Service Level" means a specific, sequential, edition of a given Release/Version, which may include updates, and/or bug fixes. A Service Level is designated by a letter to the right of the second decimal point (such as Rx.y.a or Rx.y.b or Rx.y.c), a.k.a. maintenance baseline.

"Software" means any computer programs, or written or printed data regardless of media which is owned, licensed or sublicensed by Seller and is identified in Attachment A.

"Training Credit" is hereinafter defined as a dollar for dollar credit to be used towards future purchases of Seller training for no more than two years from date of purchase order for such credits regardless of the intent of the original training purchase.

"Version" means a specific edition of the Licensed Software Release that includes minor feature, or feature set additions. A Version is designated by a number to the right of the first decimal point (such as Rx.1 or Rx.2).

3. TERM. The term of this Agreement shall be the dates specified in Attachment A and unless terminated pursuant to the terms herein, shall remain in effect for an "Initial Term" as stated in Attachment A, "Service Period", thereafter being automatically renewed for a twelve (12) month term on an annual basis. However, either party may terminate this Agreement at the end of the Initial Term or at the end of any succeeding term upon the giving of one hundred and twenty (120) days prior written notice.

4. PRICES.

(a) The support service charge set forth in Attachment A executed pursuant to the terms hereof is effective for the Service Period stated in Attachment A and unless otherwise stated shall entitle Buyer to the Services identified in Attachments A and C.

(b) The charges described herein are subject to change by Seller, effective at the end of the Initial Term or any subsequent term or Service Period, upon thirty

SUPPORT SERVICES AGREEMENT NUMBER ALACHUA-2004

(30) days prior written notice to Buyer. Charges for partial months shall be prorated on the actual number of days in the month.

5. TAXES. Any taxes, however designated, arising from or based upon the aforementioned charges or upon this Agreement shall be added to the aforementioned charges and paid by Buyer, exclusive, however, of taxes based on Seller's net income. If Buyer is tax-exempt, Buyer shall provide documentation related to that status within 5 days of execution of this Agreement.

6. INVOICES AND PAYMENTS. Unless otherwise indicated in Attachment A, the charges provided for in this Agreement shall be due and payable in advance on a quarterly (three-month) basis within thirty (30) days from date of invoice. Any other charges will be invoiced separately to Buyer and will be payable within thirty (30) days from the date of invoice. Buyer's Bill To address is:

Alachua County
26 NE 1st Street
Gainesville, FL 32601

All amounts past due will bear interest at one and one-half percent (1-1/2%) per month but not to exceed the maximum legal rate. Payments to Seller will be made: (a) by check payable to EADS TELECOM North America Inc., P.O. Box 911790, Dallas, Texas 75391-1790; (b) by wire to Chase Manhattan Bank, ABA No. 113000609 Account No. 08805060504; or (c) to such other location or account as Seller may designate in writing.

7. PURCHASE ORDERS. No terms or conditions of any Buyer purchase order will modify or add to this Agreement unless specifically and separately agreed to by Seller in writing.

8. REMOTE MAINTENANCE REQUIREMENTS. Buyer acknowledges that in order to provide the Service requested hereunder, Seller requires remote maintenance access interface capability, diagnostic boards and other equipment including a remote maintenance access modem and a local business access line (not connected through the switch) to the RMA modem in Buyer's equipment, all of which Buyer will provide at no expense to Seller.

9. BUYER RESPONSIBILITIES. For Windows-based servers, Buyer must 1) install and maintain virus protection software and 2) stay current with latest software service packs and manufacturer-supplied security updates. Any problems resulting from Buyer's failure to meet both of these obligations are not the responsibility of Seller. Seller will not provide any service, repair, or parts due to problems resulting from Buyer's failure to meet both of these obligations.

Before making any version change to any commercial software component, Buyer must first consult with Seller's Technical Support Center (TSC).

10. OEM PRODUCTS. Seller shall provide Services for OEM Products as specified in Attachment A. In all cases, Seller assumes no liability for OEM Products other than the Services herein contemplated, and in no event shall Seller be obligated to supply support for such OEM Products beyond the useful life span of the OEM Product or beyond the date the OEM discontinues normal support.

In the event that some OEM support is subcontracted to the OEM or an OEM authorized service provider, Buyer agrees to execute any OEM sub-agreements as may be required in a timely manner.

11. SOFTWARE LICENSE. Each Software item developed, owned or sublicensed by Seller and provided by Seller to Buyer shall be licensed to the Buyer under the following License:

Seller grants to Buyer via a non-exclusive, non-transferable, non-assignable License to use the Software in executable form only, under the conditions set forth herein. In addition, Seller grants to Buyer via a non-exclusive, non-transferable, non-assignable License to use Licensed Documentation acquired under this License. For Software items licensed in increments, Buyer shall not (i) add additional increments without obtaining additional licenses from Seller, (ii) allow access to the Software that exceeds the number of increments for which fees have been paid or (iii) install the Software on devices in excess of the quantities for which fees have been paid. Any additional Seller developed, owned or sublicensed Software or any supplemental increments of Software obtained by or provided to Buyer shall be subject to the terms of this License. Buyer shall not (i) permit any third-party to use the Software including a parent, subsidiary or affiliate, or (ii) process or permit to be processed the data of any other party. Buyer may temporarily transfer the Software to back-up equipment if the original equipment is inoperative and Buyer gives Seller advance written notification of such transfer.

Buyer shall not modify, disassemble, reverse compile or reverse engineer the Software in whole or in part. For Seller's call processing Software, Buyer may make up to three (3) back-up copies, in machine readable form, for Buyer's internal use (excluding PROM's, EPROM's, EEPROM's or other similar media). For all other Seller Software, Buyer may make one (1) back-up copy, in machine-readable form, for Buyer's internal use (excluding PROM's, EPROM's, EEPROM's or other similar media). Buyer shall reproduce on each copy of the Software, including partial copies; all copyright

SUPPORT SERVICES AGREEMENT NUMBER ALACHUA-2004

notices and / or proprietary legends appearing on the original. Any back-up copies made by Buyer are the exclusive property of Seller. The Software delivered by Seller and the back-up copies shall be stored at Buyer's site. Buyer may not reproduce the Licensed Documentation. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, FOR SUCH DUPLICATE COPIES MADE BY BUYER. The License granted hereunder will commence on the Software Ship Date and will continue unless terminated by Seller as provided herein.

Buyer agrees to immediately notify Seller at such time as it ceases to use the Equipment and/or Software including but not limited to sale, lease or transfer. In the event any of the following occur, Seller shall have the right to terminate this License and all related Licenses immediately upon notice to Buyer: (1) Buyer shall cease use of the equipment on which the Software runs; (2) Buyer violates or fails to comply with this License and any modifications thereto; (3) Buyer does not pay the License fee within 30 days of receipt of the Software or make payment in accordance with other payment arrangements as may have been agreed in writing; (4) Buyer terminates or suspends its business; (5) Buyer becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; (6) Buyer becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; (7) Buyer has liquidated, voluntarily or otherwise; or (8) Buyer otherwise defaults in any manner or fails to fulfill any obligations to Seller. Buyer agrees that upon termination of the License, it shall not be relieved of its obligations regarding Proprietary and Confidential Information pertaining to the Software. Buyer agrees that upon termination of the License for whatever cause, it shall immediately reformat the applicable disk drive(s) to remove the Software and surrender to Seller the original and all remaining copies of the Software and Licensed Documentation, along with a signed certification that no copies have been retained.

Buyer acknowledges that Seller has expended considerable sums of money and substantial amounts of time, labor, and resources in the development of the Software, and notwithstanding any copyright notices thereon, Seller's Software contains valuable trade secrets and Proprietary and Confidential Information of Seller. All the Software and Licensed Documentation is Proprietary and Confidential Information as defined in Article 12, entitled "Proprietary and Confidential Information".

Buyer acknowledges that Seller is the sole owner of the Seller Software and of any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, regardless of their source. Buyer

has no rights in the Software except those expressly granted by this License. Use of the Software by the Buyer shall in no manner entitle Buyer to a claim of ownership in the Software.

Buyer acknowledges and agrees that the Software provided to Buyer pursuant to this License is of a special, unique and extraordinary character, and a breach of any provision of this License will cause Seller immediate and irreparable injury and damages. Consequently, Seller shall be entitled, in addition to all other remedies available to it at law, in equity, or in contract, to injunctive and equitable relief to prevent a breach of this License or any part of it, and to secure the enforcement of this License.

If Buyer licenses any OEM Software, it will comply with all the above paragraphs of this Article and any additional requirements mandated in the applicable license agreement between the OEM Software licensor and Seller and if requested, execute a sublicense agreement acceptable to the OEM Software licensor or other such terms and conditions as may be appropriate.

12. SOFTWARE SUPPORT. Seller will actively support the detection and correction of latent problems, on the Active Release only. Should any software operational difficulty occur in Seller Software that is operating under any previous Release, Seller may remedy the problem by upgrading the Software to the Active Release at Seller's then current license fees and service charges, plus any travel and per diem expenses incurred, provided that Buyer purchases at Seller's then current prices any hardware required to implement the most current Active Release.

If Buyer elects to remain on the Inactive Software Release and later elects to upgrade to the Active Release, Seller will quote an upgrade price on a site-specific basis. Seller will not be obligated to supply software table expansions for any Software that is an Inactive Software Release.

Buyer acknowledges that this Agreement may contemplate support for OEM and as such, Seller shall not be obligated to support or replace the OEM beyond the useful life span of the OEM or beyond the date the Original Equipment Manufacturer discontinues normal support.

13. PROPRIETARY AND CONFIDENTIAL INFORMATION. Any information, including but not limited to, programs, files, specifications, drawings, sketches, models, samples, tools, business information, technical information or other information or data that has been furnished or disclosed by Seller to the Buyer, whether or not protected by patent, copyright or trademark will remain the property of the Seller (hereinafter "Proprietary and Confidential Information").

SUPPORT SERVICES AGREEMENT NUMBER ALACHUA-2004

The Buyer will not reproduce, publish or disclose it to a third party, or use it for any purpose other than performance of this Agreement.

On request, the Buyer will return to the Seller all copies of Proprietary and Confidential Information. The Buyer will take all reasonable precautions, including but not limited to: informing its employees of the need to protect the Proprietary and Confidential Information; if requested by the Seller, requiring its employees to execute a nondisclosure agreement acceptable to Seller; and limiting access to Proprietary and Confidential Information to the Buyer's employees with a need to know.

Notwithstanding anything to the contrary in this Agreement, Buyer expressly agrees to protect, as Proprietary and Confidential Information, all software furnished by Seller and hereby acknowledges that unauthorized disclosure, transference, assignment, duplication or use of same will cause immediate and irreparable damage to Seller.

The obligations of the parties under this Article will survive termination of this Agreement for whatever reason, and will bind the parties, their successors and assigns.

14. ASSIGNMENT/SUBCONTRACTING. This Agreement or any Service performed or License granted under this Agreement is not assignable by either party without the prior written consent of the other party. However, Seller reserves the right to subcontract to third parties the performance of Services and acknowledges that it is not relieved of its obligations under this Agreement by exercising this right.

15. LIMITATION OF LIABILITY. SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO MATERIALS OR SERVICES SUPPLIED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

BUYER'S SOLE REMEDIES FOR SELLER'S NONPERFORMANCE OR OTHER LIABILITY OF ANY KIND ARISING HEREUNDER, WHETHER IN CONTRACT OR IN TORT, ARE LIMITED TO THE EXPRESS REMEDIES PROVIDED HEREIN. IN NO EVENT WILL SELLER'S LIABILITY TO BUYER FOR DAMAGES OF ANY NATURE, WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED IN THE AGGREGATE THE TOTAL PRICE OF THE APPLICABLE SERVICE PROVIDED HEREUNDER THAT IS THE SUBJECT OUT OF WHICH SELLER'S LIABILITY AROSE.

SELLER WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR ANY LOSS OF PROFIT, REVENUE, SOFTWARE OR DATA, INCLUDING ANY SUCH LOSSES OR DAMAGES DUE TO COMPUTER VIRUSES AND TOLL FRAUD, OR COST OF PROCUREMENT OF SUBSTITUTE EQUIPMENT, SOFTWARE OR SERVICES, EVEN IF SELLER SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

BUYER ACKNOWLEDGES THAT THE PRICES CHARGED TO THE BUYER HEREIN CONTEMPLATE THE FOREGOING ALLOCATION OF RISKS. BUYER IS SOLELY RESPONSIBLE FOR THE PROTECTION AND BACK-UP OF ALL DATA AND SOFTWARE USED IN CONJUNCTION WITH THE EQUIPMENT.

BUYER WARRANTS AND REPRESENTS TO SELLER THAT NONE OF SELLER'S EQUIPMENT AND/OR SOFTWARE WILL BE USED AS CRITICAL COMPONENTS IN LIFE SUPPORT DEVICES OR OTHER LIFE-AFFECTING SYSTEMS, I.E., ANY COMPONENT WHOSE FAILURE TO PERFORM CAN REASONABLY BE EXPECTED TO HAVE LIFE-THREATENING CONSEQUENCES DUE TO ITS PARTICULAR APPLICATION.

BUYER FURTHER INDEMNIFIES, HOLDS HARMLESS AND RELEASES SELLER FROM AND FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION BUYER OR OTHERS MAY HAVE OR BRING AGAINST SELLER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PRODUCT DEFECTS OR BREACH OF WARRANTY, RELATING TO OR ARISING FROM ANY USE BY BUYER OF SELLER'S EQUIPMENT AND/OR SOFTWARE AS CRITICAL COMPONENTS IN LIFE SUPPORT DEVICES OR OTHER LIFE-AFFECTING SYSTEMS. LIFE SUPPORT DEVICES AS USED HEREIN MEANS ANY MECHANICAL OR OTHER ARTIFICIAL MEANS TO SUSTAIN, RESTORE OR SUPPLANT A VITAL FUNCTION OF THE HUMAN BODY, WHICH SERVES ONLY OR PRIMARILY TO PROLONG THE MOMENT OF DEATH.

16. FORCE MAJEURE. Seller shall not be considered in default due to any delay or failure in performance hereunder, if such default is caused by an event beyond Seller's control including but not limited to fire, strike, embargo, requirement of governmental, civil or military authority, act of God or the public enemy, failure of suppliers, component shortages, abnormal cost increases, unavailability of transportation, or acts of terrorism.

SUPPORT SERVICES AGREEMENT NUMBER ALACHUA-2004

When the delaying cause ceases, performance will resume, subject to an equitable schedule adjustment if necessary. If the delaying cause continues for more than sixty (60) days, the party injured by the other's inability to perform may by written notice cancel the affected purchase order or part thereof as to Equipment and/or Software not already delivered or Services not performed.

17. HAZARDOUS MATERIALS. Seller and its subcontractors require an environment free of hazardous materials, including without limitation asbestos. If either party discovers hazardous materials in the work area, it will immediately notify the other party, and Seller will have the right to immediately stop work affected by such hazardous materials until reasonably satisfied that the hazard has been removed. Buyer shall remove all hazardous materials at its expense. All relevant schedules will be adjusted accordingly. Buyer will indemnify Seller and its subcontractors for any increased costs and liabilities arising out of the presence of hazardous materials in the work area, and/or Buyer's failure to remove such materials as required herein.

18. SEVERABILITY. If any provision of this Agreement is held invalid or unenforceable with respect to any party, the remainder of the Agreement, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. DISPUTES, JURISDICTION AND VENUE. No legal action, regardless of form, arising out of the transactions under this Agreement, other than an action for nonpayment, may be brought more than two (2) years after the cause of action accrued. This Agreement will be construed and all disputes hereunder will be settled under the laws of the State of Texas, and jurisdiction over any dispute will be vested exclusively in the state or federal courts of Dallas County, Texas. **THIS AGREEMENT WILL BE CONSTRUED WITHOUT REGARD TO ITS CHOICE OF LAWS OR CONFLICT OF LAWS, RULES OR PRINCIPLES.**

20. PERSONNEL. Buyer will not approach or make overtures or offers of employment or requests for consultation services to the Seller's personnel during the term of this Agreement or any subsequent agreements between Seller and Buyer and for a period of one (1) year thereafter. If such unauthorized activity occurs, the Seller may terminate this Agreement immediately. Upon termination, or other means of settlement as mutually agreed between the parties, the Buyer shall be required to pay Seller equivalent of two (2) times the annual salary of the replacement employee, as determined by the Seller.

21. DEFAULT. In the event that Buyer fails to pay any invoice when due, and remains in default for thirty (30) days thereafter, Seller may terminate this Agreement. Seller shall, without further notice, have immediate rights to terminate the Agreement and to enter Buyer's premises to repossess and remove any Seller owned parts, equipment and materials used in the performance of this Agreement, if any of the following occur: 1) Buyer defaults in the payment of any sum due under this Agreement by not meeting the provisions of this article; 2) Buyer petitions to reorganize under the bankruptcy laws; 3) Buyer is the subject of an involuntary petition in bankruptcy; 4) Buyer is adjudicated bankrupt; 5) A receiver is appointed for Buyer's business; or 6) Buyer makes an assignment for the benefit of creditors. Seller's termination of this Agreement or such taking possession shall be without prejudice to any other remedies Seller may have under law, including Seller's right to demand and enforce collection of any deficiencies created after repossession and disposition. Buyer's obligation to pay all charges, which shall have accrued, will survive any termination of this Agreement or attachment incorporated into this Agreement.

22. WAIVER. The waiver by either Seller or Buyer of any breach or default by the other party under this Agreement shall not constitute a waiver of any subsequent breach or default. Either party's failure to enforce any term of this Agreement shall not constitute a waiver of any rights to enforce subsequent breaches.

23. INDEPENDENT CONTRACTOR. Seller, in its performance of the Services, shall be and remain an independent contractor and nothing herein shall be construed to be inconsistent with this relationship or status. Seller shall employ the required personnel for the performance of the Services and such personnel shall be and remain at all times Seller's employees.

24. TRAINING CREDIT. All training referenced on any Schedule, Purchase Order or any other form of purchase from Buyer to Seller is considered a training credit of that dollar value to Buyer for Buyer's personnel to attend applicable courses offered by or through Seller and is not valid for purchases of any other products or services. This credit is valid for two years from the date of purchase. Travel and expenses for personnel attending these classes are the responsibility of Buyer.

25. NOTICES. All notices or other communication required under this Agreement shall be in writing. The notice shall be deemed delivered (i) if by registered mail, four (4) days after the notice's deposit in the mail (postage prepaid return receipt requested), (ii) if by facsimile, the date the notice is delivered, (iii) by reputable overnight delivery service, on the day of delivery, and (iv) if by hand delivery on the date of hand delivery:

SUPPORT SERVICES AGREEMENT NUMBER ALACHUA-2004

BUYER

Alachua County
26 NE 1st Street
Gainesville, FL 32601
Attention: Joe Taylor
E-mail: _____

SELLER

EADS TELECOM North America
2811 Internet Blvd
Frisco, Texas 75034-1851
Attention: Contracts Department
E-mail: contracts@eadstelecom-na.com

This Agreement, and any additional Schedule(s) completed subsequent to the execution hereof, shall not be binding on Seller until accepted in writing by a duly authorized officer of Seller at the address of Seller hereinabove set forth.

26. SILENT MONITOR. Buyer acknowledges that the Seller switch, CallWise and Centergy software have a Silent Monitor feature capability. If activated, this feature will allow one party to monitor calls of other parties and though used primarily to allow supervisors to monitor agent calls, may be used by attendants to monitor calls of other attendants and may be used to monitor all parties of a conference call.

27. ARTICLE TITLES. Article titles appearing in this Agreement are inserted merely for the convenience of reference, and they are not to be considered part of, or be used in interpreting this Agreement.

28. AGREEMENT/MODIFICATIONS. Signed facsimile copies of this Agreement, its quotes, purchase orders, addendum, attachments, and exhibits will legally bind the parties to the same extent as original documents. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument.

This instrument and any documents expressly incorporated by reference herein supersedes all previous understandings, negotiations, agreements and proposals,

either written or oral, and constitutes the entire agreement between the parties, and may not be amended, discharged, or otherwise altered except in writing signed by both Buyer and Seller. Any undertaking by Seller will be valid only if in writing signed by Seller's president, vice president, chief financial officer or a person duly authorized in writing to act in their stead. Neither party shall be bound by any representations or inducements not expressly set forth in this Agreement. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any purchase order submitted by Buyer for Services hereunder.

This Agreement, and all Attachments or Exhibits to this Agreement, have been prepared by the joint efforts of the parties, and shall not be construed in favor or against either of the parties on that basis.

29. REMEDIES CUMULATIVE. Any rights of cancellation, termination, damages or other remedies prescribed in this Agreement are cumulative and are not intended to be exclusive of any other remedies to which Seller may be entitled herein, including, but not limited to, the remedies of specific performance and cover, unless such other remedies are specifically limited or excluded by this Agreement. The use of one or more available remedies will not bar the use of any other remedy for the purpose of enforcing the provisions of this Agreement; provided, however, that Seller will not be entitled to the benefit of inconsistent remedies.

30. SURVIVAL. Provisions of this Agreement, that by their sense and context are intended to survive performance by either or both parties, shall so survive the completion, expiration, termination or cancellation of this Agreement.

31. ATTACHMENTS. Unless otherwise agreed, the following Attachments form a part of this Agreement and are identified as follows:

- | | |
|--------------|-----------------------------|
| Attachment A | "Support Services Schedule" |
| Attachment B | "Supplemental Pricing" |
| Attachment C | "Scope of Work" |

SUPPORT SERVICES AGREEMENT NUMBER ALACHUA-2004

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of acceptance by Seller.

BUYER:

EADS TELECOM NORTH AMERICA INC.:

BY:

BY:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

ATTEST:

J.K. "BUDDY" IRBY, CLERK

Contract Review on

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

ATTACHMENT A***SUPPORT SERVICES SCHEDULE NUMBER 1****SELLER SYSTEM SITE ADDRESS:**

ALACHUA COUNTY
26 NE 1st STREET
GAINESVILLE, FL 32601

Service Period: March 23, 2004 to March 22, 2005

Service Package(s) (refers to the Scope(s) of Work that will apply - see Attachment C):

- | | |
|--|--|
| ☐ I. Software Subscription | ☐ V. On-Site Maintenance |
| ☐ II. Technical Support | ☐ One 8 hr. block ☐ Three 8 hr. blocks |
| ☐ III. Parts Replacement | ☐ Two 8 hr. blocks ☐ Four 8 hr. blocks |
| ☒ IV. Preventive Maintenance | ☐ VI. Dedicated On Site Maintenance |
| ☒ VII. Time and Materials | |

Seller System:

- ☒ PointSpan
☐ INTECOM E
☐ M6501

Seller will maintain the components of the above-identified Seller System including the call processing common control equipment during the above-identified Service Period.

Station Equipment:

- | | | |
|---|--|---|
| ☒ Yes | ☐ No | Seller Integrated Terminal Equipment telephone and interface sets (ITE)** |
| ☒ Yes | ☐ No | Seller Analog commercial Standard Telephone Equipment (STE)** |
| ☐ Yes | ☒ No | Seller BRI (ISDN) telephone. (BRI)** |

Note: Headsets are not considered part of station equipment.

**Service Support for Station Equipment terminates twelve (12) months after the announced End of Life (EOL) date of that instrument.

"Equipped With" Port Cards

<u>Description</u>	<u>Card Quantity</u>	<u>Port Factor</u>	<u>Port Quantity</u>
EITE Cards	36	36	1,296
2ITE Cards	26	36	936
DITE Cards	5	36	180
D2IT Cards	5	36	180
T1IT Cards	2	23	46
STE36 Cards	16	36	576
SASI Cards	5	36	180
OPX Cards	5	16	80
4 Wire E&M Trunk Card	1	12	12
2 Wire Trunk Card	1	12	12
T1 Trunk Cards	2	24	48
IXL Cards	8	24	192
TDSX Card	1	24	24
PRI Cards	7	24	168
Total number of ports:			3,930

* Attachment A equipment and quantities subject to change upon periodic Seller conducted site inventory.

SUPPORT SERVICES AGREEMENT NUMBER ALACHUA-2004

Other Seller Products To Be Supported:

☒ None

Description

Quantity

OEM To Be Supported:

☐ None

Description

Quantity

Static Power – 24 X 7 telephone technical support, 2 Preventative Maintenance visits per year to include UPS, Rectifier and batteries, off hours availability, parts and battery replacement not included. Parts and labor for repair not included.

On-site repair visits billed at the then current time and material rates plus expenses

1

Teltronics – 24 X 7 telephone technical support for hardware and software with a two (2) hour response, to include advance replacement of parts, engineering improvements and software maintenance updates, software upgrades, telco reconfiguration assistance (to be scheduled during regular business hours). On-site technical visits billed at the then current time and material rates plus expenses.

1

BUYER'S PARTICIPATION.

☐ No Buyer participation.

☐ TO THE STATION WITH USER PARTICIPATION: Buyer's personnel may participate in those activities occurring from the MDF out to the station equipment.

☒ TO THE MDF WITH USER PARTICIPATION: Buyer's personnel will be responsible for those activities occurring from the MDF out to the station equipment.

SOFTWARE SUBSCRIPTION:

☒ **SELLER SYSTEM OPERATING SOFTWARE:** The Software (hereinafter "Software") means the System Software and any other Software indicated below. Buyer may run the Software only on the system(s) as indicated above. See Attachment C for a description of services to be provided.

CURRENT SOFTWARE RELEASE LEVEL: RL40PS3.0.H (Note: Must be the most current level)

☐ **CENTERGY SOFTWARE SUBSCRIPTION:**

By selecting the Centergy Software Option set forth above, Buyer has included Centergy in its Software Subscription. When Centergy is selected, _____ Client Licenses and _____ Agent licenses shall be included. Buyer shall not add additional clients or agents to Centergy without written agreement of Seller. Buyer will be automatically billed for any Agent Licenses utilized but not purchased. Each additional Client License will cost Buyer \$1,000.00 and each additional Agent License will cost Buyer \$300.00, if not pre-purchased.

Buyer is responsible for providing a SQL Database Administrator to support general SQL database operations including disk maintenance and database tuning.

CURRENT SOFTWARE RELEASE LEVEL: _____ (Note: Must be the most current level)

ON-SITE SPARES:

☒ None

PRICING:

QUARTERLY PRICE

Maintenance Price (3/23/04 to 6/22/04)

\$24,173.41

Maintenance Price (6/23/04 to 9/22/04)

\$24,394.00

Maintenance Price (9/23/04 to 12/22/04)

\$24,505.50

Maintenance Price (12/23/04 to 3/22/05)

\$24,505.50

*Total Maintenance Price

\$97,578.41

*Applicable taxes not included.

SUPPORT SERVICES AGREEMENT NUMBER ALACHUA-2004

Buyer's Emergency Contact:

Name: _____

Phone: _____

Pager: _____

Mobile: _____

Email: _____

ATTACHMENT B*

SUPPLEMENTAL PRICING

ADD-ON EQUIPMENT SUPPORT PRICING

Monthly support charges for Seller equipment added during the Service Period of this Agreement shall be charged at the rates set forth below:

Item	Base Monthly Unit Price
	First Shift - Monday through Friday
Port Charge for ports in excess of 3,930	\$4.00 /port*

* Port charge is based on Equipment "equipped with" Seller hardware interfaces

SUPPLEMENTAL LABOR SERVICES--TIME AND MATERIALS PRICING

Should Buyer request supplemental labor services not covered by the Buyer-selected Maintenance Package indicated in Attachment A, and requests scheduled, labor services to be performed at Buyer's location and outside the First Shift, such service shall be furnished at Seller's hourly rate set forth below, subject to a four (4) hour minimum charge. Buyer shall pay for travel time and expenses in connection with such maintenance.

	HOURLY	DAILY	WEEKLY	MONTHLY
CUSTOMER SERVICE TECHNICIAN ³	125	1,000	3,500	12,000
PROJECT MANAGER	-	1,775	8,875	30,000
SITE/INSTALLATION MANAGER	-	1,200	6,000	20,000
SYSTEM DESIGNER -ON SITE	188	1,500	7,500	25,000
SYSTEM DESIGNER - REMOTE TELEPHONE CONSULTATION	150	1,200	N/A	N/A
INSTALLATION PLANNING CONSULTANT	-	1,500	7,500	30,000
PRE-SALES APPLICATION ENGINEERING - ON-SITE	N/A	1,500	7,500	N/A
PRE-SALES APPLICATION ENGINEERING - REMOTE	150	N/A	N/A	N/A

1. Rates exclude transportation costs, which shall be billed at actual expenses plus a \$250.00 per diem.
2. The supplemental labor service rate excludes Seller's TSC, spares usage and other costs associated with full maintenance service.
3. Based on Maintenance Package III or greater. Higher hourly rates apply where there is no support agreement or a Software Subscription only.

* All prices contained in Attachment B are subject to change upon thirty (30) days written notice.

SUPPORT SERVICES AGREEMENT NUMBER ALACHUA-2004

ADDITIONAL SUPPORT SERVICES- TIME AND MATERIALS PRICING

Additional, unscheduled support services requested by the Buyer that are not covered by the Buyer-selected Maintenance Package indicated in Attachment A will be charged at the rates below. Except as otherwise noted in Buyer-selected Maintenance Package indicated in Attachment A, unscheduled requests for services will be accommodated on a best-effort basis. Seller does not provide any response time guarantees. Seller's Technical Support Center (TSC) will provide Remote Support:

Software Subscription Package

☐

	Remote Support Minimum Per Incident Charge (4 hour minimum)	On-Site Support Minimum Per Incident Charge Rate	Remote Support Hourly Rate (4 hour minimum)	On-Site Support Hourly Rate (4 hour minimum)
Monday-Friday, 9:00 a.m.-5:00 p.m.	\$1,000.00	\$1,500.00	\$250.00	\$375.00
Monday-Friday, 5:01 p.m.-8:59 a.m. and Saturday	\$1,500.00	\$2,000.00	\$375.00	\$500.00
Sundays and Seller Holidays	\$2,000.00	\$3,000.00	\$500.00	\$750.00

Technical Support Package

☐

	Remote Support (1 hour minimum)	On-Site Hourly Rate (4 hour minimum)	On-Site Minimum Charge
Monday-Friday, 9:00 a.m.-5:00 p.m.	\$125.00	\$250.00	\$1,000.00
Monday-Friday, 5:01 p.m.-8:59 a.m. and Saturday	\$188.00	\$375.00	\$1,500.00
Sundays and Seller Holidays	\$250.00	\$500.00	\$2,000.00

Parts Replacement Package

☐

	Remote Support (1 hour minimum)	On-Site Hourly Rate (4 hour minimum)	On-Site Minimum Charge
Monday-Friday, 9:00 a.m.-5:00 p.m.	\$125.00	\$250.00	\$1,000.00
Monday-Friday, 5:01 p.m.-8:59 a.m. and Saturday	\$188.00	\$375.00	\$1,500.00
Sundays and Seller Holidays	\$250.00	\$500.00	\$2,000.00

Preventive Maintenance Package

☒

	Remote Support (1 hour minimum)	On-Site Hourly Rate (4 hour minimum)	On-Site Minimum Charge
Monday-Friday, 9:00 a.m.-5:00 p.m.	\$125.00	\$188.00	\$752.00
Monday-Friday, 5:01 p.m.-8:59 a.m. and Saturday	\$188.00	\$250.00	\$1,000.00
Sundays and Seller Holidays	\$250.00	\$335.00	\$1,340.00

ATTACHMENT B (Cont.)**On-Site Maintenance Package**☐

	Remote Support (1 hour minimum)	On-Site Hourly Rate (4 hour minimum)	On-Site Minimum Charge
Monday-Friday, 8:00 a.m. - 5:00 p.m.	\$125.00	\$125.00	\$500.00
Monday-Friday, 5:01 p.m. - 7:59 a.m. & Saturday	\$188.00	\$188.00	\$752.00
Sunday & Seller Holidays	\$250.00	\$250.00	\$1,000.00

Dedicated On-Site Maintenance Package*☐

	Remote Support (1 hour minimum)	On-Site Hourly Rate (1 hour minimum)	On-Site Minimum Charge
Monday-Friday, 8:00 a.m. - 5:00 p.m.	\$125.00	\$125.00	\$125.00
Monday-Friday, 5:01 p.m. - 7:59 a.m. & Saturday	\$188.00	\$188.00	\$188.00
Sunday & Seller Holidays	\$250.00	\$250.00	\$250.00

1. Rates exclude transportation costs, which shall be billed at actual expenses plus a \$250.00 per diem.
2. The supplemental labor service rate excludes Seller's TSC, spares usage and other costs associated with full maintenance service.

* All prices contained in Attachment B are subject to change upon thirty (30) days written notice.

ATTACHMENT C

SCOPE OF WORK

IV. PREVENTIVE MAINTENANCE PACKAGE

If purchased by Buyer as indicated in Attachment A, Seller will provide remote Telephone Consultation and Remote Maintenance Administration, Rounds/Remote Polling, Call Home Notification, Maintenance Information Bulletins and Parts Exchange as defined below. Unless otherwise mentioned in this Agreement, Seller shall maintain the items listed on the Support Services Schedule(s), Attachment A, hereinafter referred to as the "Products," in good operating condition in accordance with the provisions set forth in Attachments A and C. Maintenance will not be performed on any equipment, software or uninterruptible power supply (UPS) unless specified in Attachment A.

SOFTWARE SUBSCRIPTION. The Software Subscription (hereinafter "Subscription") shall provide the Buyer all generally available software releases during the twelve (12) calendar months of this Subscription to include new Releases, Versions, Service Levels, Engineering Changes, baselines (service packs) and license documents, as defined in below:

"Engineering Change(s)" Means modifications to the Software which may be intended to correct errors, but which do not represent a Release or Version upgrade. These may include Software fixes of latent problems; a.k.a. patch or fix or ECO.

"Release" means a specific edition of the Licensed Software that contains significant functionality changes and/or improvements. A Release is designated by a number located to the left of the first decimal point (such as R1.x or R2.x); a.k.a. additional feature(s).

Active Release: The latest or current Release.

Inactive Release: One Release prior to the Active Release

"Service Level" means a specific, sequential, edition of a given Release/Version, which may include updates, and/or bug fixes. A Service Level is designated by a letter to the right of the second decimal point (such as Rx.y.a or Rx.y.b or Rx.y.c), a.k.a. maintenance baseline.

"Version" means a specific edition of the Licensed Software Release that includes minor feature, or feature set additions. A Version is designated by a number to the right of the first decimal point (such as Rx.1 or Rx.2).

The Software Subscription also includes a Technical Library Subscription for all document changes.

Buyer may run the Software only on the system(s) indicated on Attachment A. Buyer's Current Software Release Levels and Software Subscription Options are also indicated on Attachment A.

The Software Subscription does not include any additional hardware that may be required in order to implement a particular Software upgrade, the licensing of additional features, or initial license and/or licensed upgrades of ancillary software.

SOFTWARE TRANSFER RESTRICTIONS. Under no circumstances shall Buyer sell, lease, license, display, distribute, or otherwise transfer the Software, or any part thereof, to a third party, including any parent, subsidiary, or affiliates, without the prior written agreement of Seller. In the event of termination due to Buyer breach or nonpayment of this Subscription, all rights of Buyer to use of the Software provided by Seller pursuant to this Subscription shall be terminated and the license will be revoked. In addition Seller, retains all other remedies available in law or in equity. In no event may Buyer transfer or provide the Software, or any part thereof, to such third-party unless such third-party has agreed in writing (i) to protect the confidentiality of the Software at least to the extent provided in this Agreement and (ii) to use the Software only as permitted in this Agreement. Seller reserves the right to charge any such third-party a license transfer fee for such use.

SERVICE HOURS. During the term of this Agreement, a Seller technician will provide On-site Preventive Maintenance service, as defined below.

The specific days and time between the hours of __:00 and __:00, excluding weekends and Seller's holidays, that the Seller's technician will be on-site will be mutually agreed upon by the appropriate Buyer and Seller management

SUPPORT SERVICES AGREEMENT NUMBER ALACHUA-2004

personnel. Time and days are subject to change without notice to the Buyer. The Seller's technician will be scheduled to be on-site at Buyer's location to perform preventive maintenance as follows:

PREVENTIVE MAINTENANCE. Preventive maintenance, as defined below, will be performed on the Products identified in Attachment A. Seller, at its option, shall utilize its personnel as required to perform preventive maintenance. Seller's technician in accordance with Seller's preventive maintenance schedule will perform preventive maintenance.

Preventive Maintenance ("PM")-That maintenance, performed on a scheduled basis by the Seller, which is designed to keep the equipment operating according to the manufacturer's specifications ("Maintaining System Operation") by preventing failures that result from wear, dirt, or deviation of system signal frequencies or levels. PM procedures include specific inspections, tests, adjustments, and cleaning routines. PM is described in Seller's "E-3/E-14/E-21 and E-3M/E-14M/E-21M Installation and Maintenance" manual, and/or in Seller's "PointSpan Installation and Maintenance" manual, both incorporated herein by reference.

FAILURES. Major Failure is any service affecting situation which results in the complete and simultaneous failure of two (2) or more interface cards, line or trunk, in the Seller equipment as the result of a malfunction of the Seller equipment. Minor Failure is any other service affecting failure.

ACCESS. Seller shall have full and free access twenty-four (24) hours a day to the Product to provide service thereon, subject to Buyer's security regulations, and shall have the use of necessary communications facilities and equipment at no charge in order to provide service to the Product.

REMOTE MAINTENANCE.

TELEPHONE CONSULTATION/REMOTE MAINTENANCE ADMINISTRATION (RMA). Upon Buyer's request, Seller shall provide Buyer with Telephone Consultation and Remote Maintenance Administration through Seller's Technical Support Center ("TSC"). Seller's TSC shall assist Buyer's maintenance technical personnel, via telephone and RMA, to isolate/resolve problems as to a hardware/software fault on a commercially reasonable effort basis. The Telephone Consultation and Remote Maintenance Administration will be available to Buyer 7 Days a week, 24 hours per day.

The over-the-phone services provided by the TSC under the fixed pricing of this contract are limited to consultation only. Requests from the customer or customer's agent to perform remote administrative database changes on the systems covered under this contract will be accommodated on a "best effort" basis as time and resources are available, but will be billed separately at the rate of \$125/hr with a one-hour minimum. Requests for TSC consultative support associated with the significant expansion¹ or any reconfiguration of the systems covered under this contract will also be billed at the \$125/hr rate or can be billed under separate contract.

ROUNDS/REMOTE POLLING. Seller's TSC will initiate communication to the Seller System(s) identified in Attachment A via the RMA modem and review the status of the primary Central Processing Unit (CPU), secondary CPU, all bus configurations or all Switching Networks (SNs) and remote locations (SSO's and SSU's), as applicable. Rounds will be performed an average of twice each day, Monday through Sunday, between 6:00 p.m. and 7:00 a.m. Buyer shall supply Seller with an emergency telephone number to notify Buyer when there are conditions observed during the review that indicate a major failure (as determined by Seller) may have occurred. Seller's Technical Support Center shall attempt to notify Buyer for one (1) hour if such a condition is discovered. If notification cannot be accomplished within one (1) hour, Seller's obligations are satisfied and no further action by Seller is required.

MAINTENANCE INFORMATION BULLETINS (MIBs). Seller shall furnish Buyer with Internet access to Seller-published MIB's to advise of mandatory and/or recommended maintenance or engineering changes. The bulletin may include information on the replacement of software, hardware and/or firmware, system information updates and maintenance tips. Buyer shall maintain electronic or paper copies of these bulletins in the switch room for referral during RMA.

¹ Significant expansion is defined as the addition of any add-on software license or one or more Interface Units, Interface Multiplexors, or Interface Modules.

SUPPORT SERVICES AGREEMENT NUMBER ALACHUA-2004

CALL HOME NOTIFICATION. Upon receipt of Buyer initiated Remote Maintenance Administration (RMA) Call Home call, Seller's Technical Support Center shall identify site identification code and alarm type at which time Buyer's call is automatically terminated. Seller's Technical Support Center shall notify Buyer's designated Emergency Contact. Seller shall continue notification of Buyer's Emergency Contact for one (1) hour, at which time Seller's obligations are satisfied and no further action by Seller is required. Call Home coverage is provided 24 hours per day, 7 days per week.

PARTS EXCHANGE. For the Intecom E and PointSpan, Seller will furnish parts on an exchange basis and will be new or reconditioned parts (components) which are equivalent to new in performance when used in the Equipment. Title to parts in any inventory of spare parts that may be provided by Seller in support of this Agreement shall remain with Seller. Upon removal of a part from the Equipment and the subsequent replacement of the part in the Equipment, title to the removed part shall pass to Seller and title to the replacement part shall pass to Buyer. Parts, which are returned, that have No Defect Found (NDF), shall be invoiced to Buyer at the standard repair price. Parts shall be returned in accordance with PART EXCHANGE PROCEDURES provided below.

PART EXCHANGE PROCEDURES.

- a. Equipment Return Procedure. (Advance Repair)
 - i) Buyer will notify Seller's Logistic Order Administrator of defective parts to be returned.
 - ii) The Logistic Order Administrator will then ship a replacement part and adjust the on-site inventory balance.
 - iii) Within seven (7) business days Buyer will return defective part.
 - iv) Should a defective part not be returned within twenty-one (21) business days, Seller may invoice Buyer for the part at the Manufacturer's Standard List price.
- b. Return Authorization Procedure (RAN). For non-supported Equipment/components, the Buyer will notify their Seller Account Representative and follow Seller's standard RAN procedures.
- c. Freight. Seller will pay freight if defective parts are returned as directed by Seller's Logistic Order Administrator.

PARTS STORAGE. Buyer must provide a secure area to store Seller on-site spare parts. Seller spare parts will also be kept separate from Buyer spare parts.

INVENTORY.

- a. Seller requests Buyer's best efforts to separate Seller's inventory from Buyer's on-site inventory.
- b. Upon request, Buyer will grant Seller permission to perform physical inventory.
- c. Risk of loss shall be the responsibility of Buyer.
- d. Lost inventory will be billed to Buyer at Manufacturer's Standard List price.

ACTIVITY LOG. Seller shall provide Buyer access to its monthly Maintenance Activity Log detailing the remedial and preventive maintenance activity for the preceding thirty (30) days.

ENGINEERING AND SAFETY CHANGES.

(a) **Safety Changes.** Seller shall control and install, without charge during the First Shift, all safety changes Seller deems necessary on the Product. If Buyer refuses to permit installation of a safety change or removes an installed safety change, Seller, at its option, may discontinue support service until the safety change has been corrected or installed, if such change, at Seller's discretion, may affect the performance of the Product.

(b) **Engineering Changes.** Seller shall install, without charge during the First Shift, all engineering changes Seller deems necessary on the Product. Should Buyer request any additional engineering changes, Seller shall install them at Seller's then prevailing rates and terms; such rates shall be provided Buyer prior to installation. Alteration or connection of Product to other machines or devices (other than Seller approved industry standard devices) without the prior approval of Seller shall obviate all obligations of Seller hereunder for Remedial Maintenance to parts affected by such machines or devices.

SUPPORT SERVICES AGREEMENT NUMBER ALACHUA-2004

(c) **Scheduling.** If Buyer requests installation of an engineering change, including safety changes, at any time other than the First Shift as set forth in Attachment B, Seller reserves the right to charge for such service at Seller's then prevailing rates.

EXCLUSIONS. Seller does not provide any service, repair or parts required due to: (a) maintenance or repair of the parts by other than Seller, (b) unauthorized modification, alteration or changes to the Product by other than Seller, (c) negligence or damage by other than Seller, (d) abuse of the Product, (e) fire, flood, wind, lightning, or other acts of God, (f) failure of Buyer to maintain proper environmental conditions for the equipment, (g) connection of non-compatible equipment, (h) problems induced by other than Seller, including but not limited to problems resulting from computer viruses and problems resulting from Buyer not maintaining current software service packs and manufacturer-supplied security updates. Also excluded is any refurbishing of the Product, any electrical work external to the Product, and any work on equipment not specifically identified in Attachment A. If persons other than Seller repair, modify, or perform any maintenance service on any of the Product covered by this Agreement, and, as a result thereof, further maintenance service by Seller is required to restore the Product to good operating condition, such maintenance service will be made at Seller's then applicable time and materials rates and terms.

QUALIFYING EQUIPMENT AND ON-SITE CERTIFICATION PROGRAM. Seller will support only Equipment supplied by Seller or an authorized distributor of Seller, and immediately prior to being supported under this Agreement, must have been either (a) under warranty or (b) under another support agreement with Seller, or (c) certified for Services by Seller. The price for On-Site Certification is twenty percent (20%) of Seller's then current list price for the item of Equipment/component. Buyer will also pay for Seller's time, materials and travel associated with Seller's inspection of Equipment, whether or not Seller ultimately certifies such equipment for Equipment Support Services hereunder.

Equipment/components that are purchased or otherwise obtained from a source other than manufacturer or manufacturer's authorized reseller (hereinafter "Other Source") or any Equipment/components that are to be placed back into service after deinstallation must be certified by Seller prior to inclusion into a system covered by this Preventive Maintenance Package. The Equipment/component to be added must be the same revision level as like Equipment/components currently installed in the system and/or must be able to be upgraded to the revision level on-site.

If, under this On-Site Certification Program, an item is found to be defective or cannot be upgraded on-site, the Customer shall be responsible for its repair or upgrade. The item may be returned to Seller and charges for the repair or upgrade will be at Seller's then current rate plus the certification price. A certification charge will apply to the repaired or replaced item.

OEM Equipment that is brought back under maintenance via re-certification, de-installation or otherwise will be subject to the respective OEM vendor's re-certification policies, procedures and fees, if applicable.

CIRCUIT CARD REMOVAL. In any equipment maintained by the Seller, the addition, removal, replacement or movement of any circuit cards shall be limited to the Seller's technicians, unless Buyer's technicians are providing supplemental support, in which case Buyer's technicians may also add, remove, replace or move circuit cards. Buyer's technician, prior to beginning such work, must be Seller-trained to perform such work. Work performed on equipment by a Buyer technician without prior, Seller-provided training will void the warranty on such equipment.

MOVES, ADDITIONS, AND CHANGES (MACs). Seller or Seller's authorized representative, at Buyer's request, shall perform MACs. Commencement of MAC activity will be subject to the following lead times:

Number of MACs	Number of Business Days Lead Time
0 - 25	5
26 - 50	7
50 +	Mutually Agreed

Seller will determine the amount of time required to complete MACs after receipt of the specific MAC task(s) from Buyer on the forms provided by Seller. MACs will be performed on a time and materials basis. If MACs necessitate additional parts and/or wiring other than station wiring, Seller after analyzing the requirements on a case-by-case basis, will quote estimated commencement and completion dates together with any additional prices

SUPPORT SERVICES AGREEMENT NUMBER ALACHUA-2004

for parts and/or wiring which Buyer will be required to pay. Seller shall have the exclusive right to perform all switchroom MACs on behalf of Buyer, unless otherwise stated herein.

BATTERIES. Under this Agreement, the useful life span of batteries is defined to be five (5) years beginning upon the date of initial installation of the batteries. Neither Seller nor Seller's authorized representative shall be obligated to support or replace batteries beyond their useful life. If batteries fail after the expiration of the Warranty period, Buyer is responsible for replacing those batteries.

INTERNET ACCESS. Buyer may request, and Seller shall subsequently provide Buyer with a password and user identification code that will enable the buyer to access TAL status, history and online MIB's via Seller's Internet website.

**ATTACHMENT C
SCOPE OF WORK**

VII. TIME AND MATERIALS

Seller will provide additional preventive and remedial maintenance to Buyer, not purchased by Buyer as indicated in Attachment A, as follows:

TYPES OF MAINTENANCE. Preventive and Remedial maintenance, as defined below, will be performed at the Seller's then-current hourly rate subject to a four (4) hour minimum. Seller shall utilize its personnel as required to perform Preventive or Remedial Maintenance and will bill Buyer on a time and materials basis.

Preventive Maintenance ("PM")-That maintenance, performed on a scheduled basis by the Seller, which is designed to keep the equipment operating according to the manufacturer's specifications ("Maintaining System Operation") by preventing failures that result from wear, dirt, or deviation of system signal frequencies or levels. PM procedures include specific inspections, tests, adjustments, and cleaning routines. PM is described in Seller's "E-3/E-14/E-21 and E-3M/E-14M/E-21M Installation and Maintenance" manual, and/or in Seller's "PointSpan Installation and Maintenance" manual, both incorporated herein by reference.

Remedial Maintenance ("RM")-That maintenance performed on an unscheduled basis by the Seller as necessitated by a failure in the covered Equipment/Software as the result of a malfunction of that Equipment/Software.

SUPPORT. When Customer requests on site support, Seller will use its best efforts to respond to failures. All responses will be at Seller's hourly rate subject to a four (4) hour minimum.

FAILURES:

Major Failure is any service affecting situation which results in the complete and simultaneous failure of two (2) or more interface cards, line or trunk, in the Seller equipment as the result of a malfunction of the Seller equipment. Minor Failure is any other category of service affecting failure.

EXCLUSIONS. Seller does not provide any service, repair or parts required due to: (a) maintenance or repair of the parts by other than Seller, (b) unauthorized modification, alteration or changes to the Product by other than Seller, (c) negligence or damage by other than Seller, (d) abuse of the Product, (e) fire, flood, wind, lightning, or other acts of God, (f) failure of Buyer to maintain proper environmental conditions for the equipment, (g) connection of non-compatible equipment, (h) problems induced by other than Seller, including but not limited to problems resulting from computer viruses and problems resulting from Buyer not maintaining current software service packs and manufacturer-supplied security updates. Also excluded is any refurbishing of the Product, any electrical work external to the Product, and any work on equipment not specifically identified in Attachment A. If persons other than Seller repair, modify, or perform any maintenance service on any of the Product covered by this Agreement, and, as a result thereof, further maintenance service by Seller is required to restore the Product to good operating condition, such maintenance service will be made at Seller's then applicable time and materials rates and terms.

SERVICE ON NON-SELLER EQUIPMENT. Under normal circumstances, maintenance will not be performed on any non-Seller equipment or UPS unless listed in Attachment A. However, if Seller's on-site CST is available during the standard work week, provided Buyer agrees and initials the waiver below, Seller's CST may assist Buyer free of charge in performing maintenance on non-Seller equipment, provided it does not interfere with the primary duties set forth in the Agreement and does not require that Seller's CST's work more than forty (40) hours in total per week. Buyer releases and forever discharges Seller, and each of its past and present parents, subsidiaries, affiliates, employees, agents, officers and directors, of and from any and all claims, demands and causes of action of any and every character known or unknown, including but not limited to the negligence of Seller's CST, which Buyer has or may have in the future, against each or any of them based on any events, acts or practices related to claims asserted in, growing out of, or connected in any way with Seller's performance of maintenance on non-Seller equipment that is not listed on Attachment A. This release is intended to be a full and complete release, which shall cover claims of all types, whether arising under common law or under the statutes and regulations of the State of Texas, or any subdivisions of the United States or of any foreign country.

☐ Release for Maintenance of Non-Seller Equipment _____ Buyer's Initials

**ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

AGENDA SECTION:		ITEM: 18C-022404
MEETING DATE: February 24, 2004	DATE COMPLETED: 02/10/04	TIME CERTAIN:
ITEM DESCRIPTION:	To renew the telephone equipment maintenance with EADS Telecom North America Inc.	
REQUESTED BY: Joseph Taylor	ORIGINATING DEPARTMENT: Information/Telecom Serv.	PREPARED BY: Nhung Nguyen PREPARER'S PHONE #: 7399
DOCUMENT(S) REQUIRING ACTION:	Approve the renewal of the telephone equipment maintenance with EADS Telecom North America Inc. for the period from 03/23/04 to 03/22/05	AMOUNT: \$97,578.41

EXECUTIVE SUMMARY:

To renew the telephone equipment maintenance with EADS Telecom North America Inc. for the period from March 23, 2004 to March 22, 2005. The annual cost is \$97,578.41 with \$48,567.41 allocated for FY04 and \$49,011.00 allocated for FY05.

BACKGROUND:

On November 10, 1998 the Board of County Commissioners approved the upgrade to the existing Telephone System to an Intecom Model E-14 from an Intecom IBX Model S-10.

On April 24, 2001 the Board of County Commissioners approved the Equipment Maintenance Agreement and Software Subscription with Intecom, Inc. (changed to EADS Telecom) in the amount of \$82,187 for third year maintenance of the Intecom telephone system.

The first amendment was approved on May 8, 2001 to add the training credit without any cost increase.

The second amendment was approved on February 4, 2002 to add one (1) four wire E & M card to support E-911 Notification system with the increase of \$2,784 for FY02, and \$5,664 for FY03.

The third amendment was approved on February 11, 2003 to add one (1) T1IT card to support the Tax Collector Office with the increase of \$552 for FY03.

The fourth amendment is to include the maintenance of the E911 Notification system. This system directs the dispatched emergency units to the proper location where the call was initiated. The one-year warranty expired in March 2003.

ISSUES:

The support services are necessary for preventive maintenance of the telephone equipment.

**ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

ACTION

Recommendation: Approve the renewal of equipment maintenance with EADS Telecom

Alternative #1: Do not approve the renewal of equipment maintenance with EADS Telecom

FISCAL IMPACT

Recommendation: Funds are budgeted in Fiscal Year 2004

Alternative #1: N/A

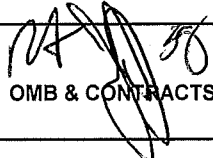
Funding Sources: Telephone Fund

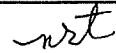
Account Code: 504-1601-519.46-30

ATTACHMENTS: Attachment A – Support Services Schedule Number 1

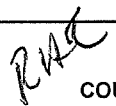
SUGGESTED REFERENCE MATERIAL: N/A


DEPARTMENT DIRECTOR


OMB & CONTRACTS


AGENDA OFFICE


LEGAL

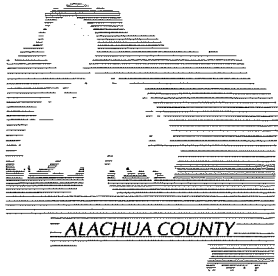

COUNTY MANAGER

COMMISSION ACTION

APPROVED 5-0 **DENIED** _____

Additional Action: _____

REVISED December 14, 2001



**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF MANAGEMENT & BUDGET**

P.O. Box 2877 · Gainesville, Florida 32602-2877

Tel. (352) 374-5262 · Fax (352) 338-7362

1-800-491-4496 (toll free) · Suncom 651-5262

E-Mail: OMB@co.alachua.fl.us

Home Page: www.co.alachua.fl.us

Suzanne Gable, CPA
Director

March 2, 2004

John D. Johnson
Grants/Contracts
Coordinator

MEMORANDUM

To: Kevin Smith, Director
Information & Telecommunication Services

From: John Johnson, Grants/Contracts Coordinator
Office of Management & Budget *gcp*

Subject: **Grants/Contracts Approved by the Board of County
Commissioners on February 24, 2004**

Attached please find one original document referenced below which was approved by the Board on the date referenced above.

EADS TELECOM NORTH AMERICA INC.

Support Services Agreement for Annual Equipment Maintenance

Term: March 23, 2004 - March 22, 2005

Amount: \$97,578.41 Account: 504-1601-519.46-30

Please forward the document to the vendor and keep a copy for your files. Also enclosed is your encumbrance number.

Thank you for your assistance.

Enclosures (2)

cc: OMB
Finance & Accounting
Purchasing
File

JDJ/jcp

*sent to Jennifer
March 3, 04*

