

# System Agreement

This System Agreement ("Agreement"), effective as of the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, is made by and between

<b>A. Verizon Entity Name ("Verizon"):</b> Verizon Business Network Services Inc. on behalf of  Verizon Select Services Inc	<b>B. Customer Name ("Customer")</b>  E911 Pasco County
Address: 3608 Queen Palm Dr	Address: 8750 Government Dr
City: Tampa      State: FL      Zip Code: 33619	City: New Port Richey      State: FL      Zip Code: 34654
Contact Name and Phone Number: Mark Cunningham 813-829-2719	Customer Billing Address (if different):
Quote Number (if applicable) <u>1-10I3JK, 1-10LP9R</u>	City:                      State:                      Zip Code:
	Contact Name and Phone Number: Elmer Holt 727-847-8163

<p><b>C. Select all applicable options:</b></p> <p> <input type="checkbox"/> New System/Service Sale  <input checked="" type="checkbox"/> Adds/Upgrade to Existing System  <input type="checkbox"/> Installation Services  <input type="checkbox"/> International Purchase and Sale (Drop Ship)       </p> <p><b>VERIZON MAINTENANCE SERVICES</b></p> <p> <input type="checkbox"/> IP Phones Next Business Day  <input type="checkbox"/> IP Telephony Application Server Platform 4-Hour Remote  <input type="checkbox"/> IP Telephony Application Server Platform 4-Hour On-Site  <input type="checkbox"/> IP Telephony Application Server Platform 8-Hour On-Site  <input type="checkbox"/> IP PBX Supplemental  <input type="checkbox"/> 8x5 Switch &amp; Phones  <input type="checkbox"/> 8x5 Switch &amp; Proprietary Phones  <input type="checkbox"/> 8x5 Switch Only  <input type="checkbox"/> 8x5 Ancillary/Auxiliary Equipment  <input type="checkbox"/> 8x5 Nortel Norstar  <input type="checkbox"/> 8x5 NEC Electra Elite  <input type="checkbox"/> 8x5 Business Communication Manager  <input type="checkbox"/> 8x5 Centrex CPE  <input type="checkbox"/> 24x7 Switch &amp; Proprietary Phones  <input type="checkbox"/> 24x7 Switch Only  <input type="checkbox"/> 24x7 Ancillary/Auxiliary Equipment  <input type="checkbox"/> 24x7 Nortel Norstar  <input type="checkbox"/> 24x7 NEC Electra Elite  <input type="checkbox"/> 24x7 Business Communication Manager  <input type="checkbox"/> 24x7 Voice Service Plus  <input type="checkbox"/> 24x7 Centrex CPE       </p>	<p><b>Verizon Maintenance Services Cont'd.</b></p> <p> <input type="checkbox"/> Software Release Subscription (SRS)  <input type="checkbox"/> On-Site Technician  <input type="checkbox"/> Supplemental Warranty Coverage (extends the standard warranty to 24 hour coverage for major failures during the warranty period)  <input checked="" type="checkbox"/> Other 24x7 Maintenance of Land O Lakes Location       </p> <p><b>Third Party Maintenance Services</b> - Third party maintenance will be provided in accordance with (i) the service descriptions of the respective third party maintenance service providers (generally available on their respective websites) and (ii) the relevant terms and conditions of this Agreement, specifically excluding section 3.2 (termination for convenience).</p> <p> <input type="checkbox"/> Nortel Extended Service  <input type="checkbox"/> Cisco SMARTnet  <input type="checkbox"/> Other:       </p>
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## D. Payment Options:

- Cash Purchase
- Lease/Financing
  - Verizon Credit Inc.
  - Third Party Lease/Financing \_\_\_\_\_ (must have prior written approval of Verizon)
- E-Rate/USF Funding Application No. \_\_\_\_\_
- Tax Exempt No. 61-00-026782-53C

## E. The total price of the System and/or services being purchased by the Customer is:

Equipment and/or Installation Price	\$ _____
Professional Services Price	\$ _____
Maintenance Service	
Voice Maintenance Service for <u>2</u> Year(s)	\$ <u>65,957.28</u>
Third Party Maintenance Service for _____ Year(s)	\$ _____
Supplemental Warranty Coverage	\$ _____
Applicable taxes (estimated)	\$ _____
<b>TOTAL PRICE</b>	\$ _____

## F. Maintenance Service Billing Option:

- Pre-paid Billing: \_\_\_\_\_ years \$ \_\_\_\_\_ (Annual Rate)
  - Deferred Billing (deferred until warranty expiration):

<u>2</u> years	\$32,174.40	\$33,782.88	\$ _____	\$ _____	\$ _____
	(Year 1)	(Year 2)	(Year 3)	(Year 4)	(Year 5)
- Bill deferred payment (check one):  annually     semi-annually     quarterly     monthly

## G. Attachments

- Avaya Equipment, Maintenance and Professional Services Exhibit
- Call Center Software, Support and Professional Services Exhibit
- Cisco Technology Migration Program Supplement
- Cisco Try and Buy Program Supplement
- Equipment Sales and Installation Exhibit
- E-Rate Funding Related Terms and Conditions
- International Purchase and Sale Exhibit
- PBX Mobile Extension
- Professional Services Exhibit
- Quote
- Service Plan Description(s)
- Statement of Work
- Statement of Work (Avaya)
- Voice Maintenance Exhibit

**THE TERMS AND CONDITIONS OF THIS AGREEMENT CONTINUE ON THE FOLLOWING PAGES**

Customer Initials \_\_\_\_\_

## System Agreement

**1. Scope of Agreement.** Subject to the terms and conditions of this Agreement, Verizon will provide Customer, either directly or in conjunction with such subcontractors as it may select, the equipment, software, installation services, maintenance (hereinafter collectively the "System") and/or professional services as described in this Agreement and as further described in a Statement of Work and any Exhibit attached hereto.

1.1 For Equipment Sale and Installation Services: Verizon will provide and, if applicable, install the equipment as set forth in the applicable quote and the Equipment and Installation Services Exhibit.

1.2 For Maintenance Services: Verizon will provide the maintenance services as set forth in the applicable quote and the Call Center Software, Support and Professional Services Exhibit, and/or the Maintenance Services Exhibit. The foregoing exhibits do not apply to maintenance services provided by a third party. Third party maintenance will be provided in accordance with (i) the service descriptions of the respective third party maintenance service providers (generally available on their respective websites) and (ii) the relevant terms and conditions of this Agreement, specifically excluding section 3.2 (termination for convenience).

1.3 For Professional Services: Verizon will provide the professional services as set forth in the applicable quote and the Professional Services Exhibit.

All applicable Statements of Work and Exhibits attached hereto are incorporated herein and made a part of this Agreement.

## 2. Fees and Payment.

2.1 Customer will pay all fees for the System as set forth on Pages 2 of this Agreement and the applicable quote or Statement of Work, subject to additions and deductions made by written Change Order(s). Customer is responsible for applicable taxes, shipping, handling, telecommunication surcharges and other charges applicable to the equipment and/or services provided under this Agreement. Customer agrees either to pay to Verizon the amount of all applicable taxes (as determined by tax authorities) or to provide upon execution of this Agreement evidence of exemption acceptable to Verizon.

2.2 Payments are due within thirty (30) days of receipt of the invoice ("Due Date") and any payment not received by the Due Date shall be subject to a late payment charge of the lesser of one and one-half percent (1.5%) per month and the maximum amount allowed by law. Late payment charges will be assessed monthly against the amount due. Should Customer dispute an amount invoiced, Customer shall pay the undisputed portion of that invoice and promptly notify Verizon in writing of the amount and nature of the dispute and the parties shall cooperate to resolve the dispute pursuant to Section 15 of this Agreement. Verizon reserves the right to suspend or terminate any or all Services or terminate the provision, installation or repair of any or all equipment subject to this Agreement immediately if Customer is more than sixty (60) days overdue for payments that have not been disputed in good faith.

2.3 The down payment listed on Page 2 of this Agreement shall be paid at execution of this Agreement. The balance due shall be paid in accordance with the terms of this Section unless otherwise specified in a Statement of Work.

**3. Term and Termination.** This Agreement shall be effective as of the date first set forth above and shall continue in full force and effect until terminated in accordance with this Agreement.

3.1. Either party may, upon written notice, immediately suspend its performance of and/or terminate the affected service or equipment order to which the deficiency pertains in the event the other party (i) fails to perform material terms of this Agreement and (a) such failure is not cured within thirty (30) calendar days following receipt of a default notice in writing from the other party, or (b) if such failure cannot reasonably be cured during that time and the defaulting party fails to use commercially reasonable efforts to cure such breach as soon as practicable, but in any event within ninety (90) calendar days following written notice; (ii) engages in fraud, criminal conduct or willful misconduct in connection with the business relationship of the parties; or (iii) becomes insolvent, ceases doing business in the ordinary course, enters bankruptcy proceedings or effects an assignment for the benefit of creditors. In the event Verizon terminates this Agreement pursuant to this Section 3.1, Customer shall promptly pay



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Verizon for the System and any services provided up to the date of termination. In the event Customer defaults under this Agreement, Customer's down payment shall be non-refundable.

3.2. Either party may terminate this Agreement or a Statement of Work for convenience, in whole or in part, upon thirty (30) days prior written notice to the other party. If this Agreement or a Statement of Work is terminated by Customer pursuant to this Section, or if an order under this Agreement is cancelled by Customer, Verizon shall have no further responsibility under this Agreement, Statement of Work or such order, as applicable, and Customer shall promptly pay Verizon:

3.2.1. for all equipment and services provided up to the date of termination or cancellation, as applicable;

3.2.2. for all expenses incurred up to the date of termination or cancellation, as applicable, including but not limited to the costs of terminating purchase orders, return of equipment and/or software (if permitted by Verizon), removal of equipment and/or software and other contractual obligations made by Verizon to meet its obligations under this Agreement or Statement of Work, plus a restocking fee of twenty-five percent (25%) of the cost of any equipment cancelled or returned.

3.3. Where multiple Statements of Work are associated with this Agreement, the termination of one or fewer than all of the Statements of Work shall only affect the terminated Statement(s) of Work. The remaining Statement(s) of Work shall remain in effect.

3.4. Verizon reserves the right to suspend performance under this Agreement or a Statement of Work if required, in Verizon's sole discretion, by regulation, statute, judicial action or other applicable legal requirement.

3.5. Verizon reserves the right to amend the rates, terms and conditions of Service under this Agreement to be effective upon the commencement of any renewal term and without formal amendment of this Agreement by providing Customer written notice thereof prior to the expiration of the then-current term. If Customer is unwilling to accept such amended rates, terms and conditions, Customer shall provide Verizon written notice thereof prior to the expiration of the then-current term, in which event the Service shall terminate upon expiration of the then-current term.

3.6. Termination of this Agreement shall not relieve either party of its respective obligations to comply with all terms of this Agreement that expressly call for performance prior or subsequent to the termination date, including without limitation the parties' respective obligations to protect proprietary and confidential information.

**4. Purchase Order.** The parties acknowledge that a Customer purchase order or similar document is intended solely to evidence Customer's intention to purchase equipment, software and/or services set forth therein. Except with respect to a provision in a Customer purchase order or similar document evidencing an intent to be bound by the terms and conditions of an Agreement between Customer and Verizon, the terms and conditions of such Customer purchase order or similar document shall be disregarded and of no force or effect, it being agreed that the terms and conditions of the Agreement between Customer and Verizon shall govern.

**5. Leasing Option.** With Verizon's prior written consent Customer may finance the System or any portion thereof in a separate transaction through a third party leasing company ("Lessor") approved by Verizon, assign its rights and obligations with respect to payment under this Agreement to the Lessor, and/or cause the Lessor to issue a purchase order in a form acceptable to Verizon. Notwithstanding such transaction and/or assignment, Customer shall remain responsible for performance of all of its obligations under this Agreement, including payment in full.

**6. Risk of Loss.** If Verizon installs the System, risk of loss or damage to the System passes to Customer on delivery of the System (including portions thereof) to Customer's site. If Verizon does not install the System, risk of loss or damage to the System (or portions thereof) passes to Customer upon delivery to the carrier.

**7. Title and Security Interest.** Until full payment has been rendered, Customer grants Verizon a purchase money security interest in the System, and agrees to execute all documents necessary to perfect that interest and, to the extent permitted by law. Upon final payment, title shall pass to Customer and Verizon will release its security interest. Customer will not grant or convey to any other person or entity a security interest in, or permit placement of a lien on, the System unless and until Customer has paid Verizon in full for such System.



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**8. Software.** Software provided in conjunction with the System is licensed to Customer under the license provided by the software publisher or by the equipment manufacturer with which the software is provided. Customer shall, if required, execute a separate software license agreement in a form satisfactory to the software publisher or equipment manufacturer.

**9. Customer Responsibilities.** Customer will:

9.1. Allow Verizon access for installation, inspection, testing, maintenance and repair of the System and performance of any required activity.

9.2. Provide suitable building facilities for the System in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes.

9.3. Provide necessary heating, cooling, humidity and dust control as required by manufacturer specifications.

9.4. Remove existing equipment or cable that interferes with System installation.

9.5. Identify and disclose to Verizon concealed equipment, wiring or conditions that might be affected by or might affect the installation of the System. Customer shall defend and hold Verizon harmless from any claim, damage or liability resulting from a failure to disclose this information.

9.6. Authorize Verizon, at Customer's expense, to make service requests upon third parties for System interconnection requirements, including obtaining telephone service for testing where necessary.

9.7. Designate trash deposit points on each floor on which the System is to be installed where Verizon will place waste for removal by Customer.

9.8. Cooperate with Verizon's requests for assistance in testing or installation.

9.9. Be responsible for providing adequate back-up of data and for restoring data to repaired equipment.

9.10. If the System is to be connected to the public network, be solely responsible for selection, implementation and maintenance of security features for defense against unauthorized long distance calling, and for payment of long distance, toll and other telecommunications charges incurred through use of the System.

9.11. Immediately notify Verizon of any anticipated delay in building availability or inability to meet any of the above listed requirements.

9.12. If ordering Cisco Products or services, acknowledge having read and understand the End User obligations and service descriptions for relevant Cisco products and services as found at [www.cisco.com/go/servicedescriptions](http://www.cisco.com/go/servicedescriptions) or other URL as may be provided by Cisco from time to time. Further, Customer agrees to the terms and conditions of Cisco's Software License Agreement.

**10. Changes In/Additions to System.**

10.1 Customer may order additional equipment, software, and/or services pursuant to a written Amendment, Customer purchase order or similar document, and such order shall be governed by this Agreement, including without limitation Section 4, and shall specifically reference this Agreement.

10.2 Customer shall also have the right, by written notice, to propose changes in the System under this Agreement and any Statement of Work ("Change Orders") and Verizon shall comply to the extent it deems feasible and reasonable. If Verizon determines that such changes cause an increase or decrease in the cost of or time required for performance, Verizon shall advise Customer and such adjustments shall be reflected in a written Change Order. Should Verizon encounter, in installing the System, any concealed or unknown condition not expressly set forth in the applicable Statement of Work, which condition affects the price or schedule for installation of the System, the price and/or the schedule shall be equitably adjusted by Change Order to cover all costs, including but not limited to labor, equipment, materials and tools necessary to carry out the change.

10.3 No Change Order shall become effective as a part of this Agreement and the applicable Statement of Work, and no changes in the System shall be initiated, until the Change Order is mutually agreed upon in writing. Verizon shall not be obligated to consider or accept any Change Order that results in a decrease of more than twenty percent (20%) in the total price of the System. Verizon may also propose changes in or additions to the System, and may proceed with such changes upon execution by Customer and Verizon of a written Change Order.

**11. Warranty.** Verizon warrants that it will perform the services provided under this Agreement in a good and workmanlike manner. Unless otherwise set forth in an Exhibit, all manufacturers'/publishers' warranties for

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equipment and/or software provided hereunder are passed through to Customer and warranty claims shall be presented by Customer directly to the manufacturer/publisher.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES FROM VERIZON, UNLESS OTHERWISE STATED IN AN EXHIBIT. OTHERWISE VERIZON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. VERIZON SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO VERIZON'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD. VERIZON MAKES NO WARRANTY FOR USE OF THE SYSTEM AS A COMPONENT IN LIFE SUPPORT SYSTEMS OR DEVICES, PUBLIC SAFETY SYSTEMS, OR WITH RESPECT TO THE PERFORMANCE OF ANY SOFTWARE OR FIRMWARE.

**12. Limitation of Liability.** EXCEPT FOR PAYMENTS OWED UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING A PARTY'S NEGLIGENCE) OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, LOST PROFITS (ACTUAL OR ANTICIPATED), UNAVAILABILITY OF ALL OR PART OF THE SYSTEM, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET OUT IN SECTION 13, VERIZON'S ENTIRE LIABILITY FOR ANY OTHER DAMAGE WHICH MAY ARISE HEREUNDER, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING VERIZON'S NEGLIGENCE, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE PURCHASE PRICE OF THE SPECIFIC EQUIPMENT, SOFTWARE OR SERVICES GIVING RISE TO THE CLAIM. VERIZON SHALL BEAR NO LIABILITY FOR USE OF EQUIPMENT, SOFTWARE OR SERVICES PROVIDED UNDER THIS AGREEMENT IN CONNECTION WITH LIFE SUPPORT SYSTEMS OR DEVICES OR PUBLIC SAFETY SYSTEMS. EXCEPT AS EXPRESSLY STATED OTHERWISE HEREIN, VERIZON SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE SYSTEM WITH THIRD-PARTY PRODUCTS OR SYSTEMS THAT CUSTOMER MAY UTILIZE IN CONJUNCTION WITH THE SYSTEM OR TO WHICH CUSTOMER MAY CONNECT THE SYSTEM.

### **13. Indemnification and Defense.**

13.1 Except as provided below, Verizon will defend Customer against any claim, suit, action or proceeding alleging that equipment supplied by Verizon to Customer under this Agreement ("Verizon supplied equipment") infringes a valid U.S. patent or copyright ("Claim"), and Verizon will indemnify and hold harmless Customer against any and all finally awarded costs and expenses, including attorneys' fees, in connection with any such Claim.

13.2 If the use of any Verizon supplied equipment is enjoined or subject to a Claim as described above, Verizon may, at its option and expense, either procure for Customer the right to continue to use the equipment, replace the equipment, or relevant component, with substantially equivalent, non-infringing equipment, or relevant component, or modify the equipment, or relevant component, so that it becomes non-infringing. In the event that none of the foregoing options is commercially reasonable to Verizon, Verizon will remove the infringing Verizon supplied equipment and refund to Customer the purchase price for the equipment less depreciation for its use. Depreciation shall be calculated on a straight-line basis, assuming a useful life of five (5) years.

13.3 Verizon shall have no obligation for (a) any costs, fees or expenses incurred by Customer without Verizon's prior written consent; (b) any allegation, assertion, or claims of intellectual property infringement, including contributory infringement or inducement to infringe, arising out of or related to any Claim involving: (i) automated



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call processing, automated voice service, automated customer service or combined live operator/automated systems processing used in processing or completing calls, (ii) automated bridging of more than two callers utilizing some form of "listen only" (unilateral) communication combined with some form of interactive communication, (iii) prepaid calling products or services, (iv) wireless telecommunications services or support therefor, or (v) "music on hold" service; or (c) any indirect, special, consequential or incidental damages arising out of any Claim.

13.4 Any obligation on the part of Verizon to defend and indemnify shall not apply to any Claim or portion thereof that arises from (i) any negligent or willful act or omission by or attributable to Customer; (ii) use or operation of the Verizon supplied equipment in combination with equipment or services provided by Customer or any third party; (iii) any addition to or modification of the Verizon supplied equipment by Customer, any third party or Verizon at Customer's request; (iv) use of other than the then current unaltered release of any software used in the Verizon supplied equipment; or (v) any equipment, system, product, process, method or service of Customer which otherwise infringed the U.S. patent or copyright asserted against Customer prior to the supply of the equipment to Customer by Verizon under the Agreement.

13.5 The foregoing states the entire obligation of Verizon to Customer and is Customer's sole and exclusive remedy with respect to any Claim of infringement of any intellectual property right of any kind, and Verizon disclaims all other warranties and obligations with respect to any such Claims.

13.6 Customer shall defend, indemnify and hold harmless Verizon, its employees, officers, directors, agents and affiliates for damages, costs and attorneys fees in connection with any claim arising out of (a) Customer's use of the equipment provided by Verizon other than as expressly indemnified by Verizon pursuant to Section 13.1 of this Agreement, (b) combination of the equipment provided by Verizon with other equipment, software, products or services not provided by Verizon under this Agreement, (c) modification of the equipment provided by Verizon, or (d) arising out of the content of communications transmitted by or on behalf of Customer in the use of the services or equipment provided by Verizon, including but not limited to libel, slander, and invasion of privacy.

13.7 Each party (the "indemnitor") shall defend, indemnify, and hold harmless the other party (the "indemnitee") against all claims and liabilities for direct damages imposed on the indemnitee for bodily injuries, including death, and for damages to real or tangible personal property to the extent caused by the negligent or otherwise tortious acts or omissions of the indemnitor, its agents or employees in the course of performance of this Agreement.

13.8 The defense and indemnification obligations set forth in this Section 13 are contingent upon (1) the indemnitee providing the indemnitor prompt, written, and reasonable notice of the claims, demands, and/or causes of action subject to indemnification, (2) the indemnitee granting the indemnitor the right to control the defense of the same, and (3) the indemnitee's full cooperation with the indemnitor in defense of the claim, including providing information and assistance in defending the claim. Nothing herein, however, shall restrict the indemnitee from participating, on a non-interfering basis, in the defense of the claim, demand, and/or cause of action at its own cost and expense with counsel of its own choosing. No settlement may be entered into by the indemnitor on behalf of the indemnitee that includes obligations to be performed by the indemnitee (other than payment of money that will be fully paid by the indemnitor under Sections 13.1- 13.7 above) without indemnitee's prior written approval.

**14. Confidentiality.** Except as required by law or regulation, each party (the "receiving party") shall keep confidential and not disclose, directly or indirectly, to any third party any Confidential Information, as defined below, received from the other party (the "disclosing party") without the prior written consent of a duly authorized officer of the disclosing party. The disclosing party shall conspicuously mark its tangible Confidential Information as Proprietary or Confidential at the time of disclosure to the receiving party. Confidential Information that is disclosed orally will be identified by the disclosing party as Confidential Information at the time of disclosure to the receiving party. Each party shall use, copy and disclose the Confidential Information of the disclosing party solely for purposes of performing this Agreement. All Confidential Information of a party shall be and shall remain the property of such party. A party shall deliver to the disclosing party, upon written request by the disclosing party, all Confidential Information of the disclosing party then in the receiving party's possession or control, directly or indirectly, in whatever form it may be (including, without limitation, magnetic media) or certify its destruction to the disclosing party. Each party shall take all necessary and reasonable action, by instruction, agreement or otherwise, with its employees, consultants, subcontractors, affiliates, and representatives to satisfy its obligations hereunder. The receiving party's obligations hereunder with respect to confidentiality, non-disclosure and limitation of use of



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Confidential Information shall be for the term of the Agreement plus one (1) year. For purposes of this provision, a third party shall not include an entity which has a need to know the Confidential Information and which owns, is owned by, or is under common ownership with a party to this Agreement.

14.1 Nothing in this Agreement shall prevent either party from using or disclosing any Confidential Information that: (i) has become generally available to the public, other than through any improper action of such party, (ii) is already in the possession of the receiving party and not subject to an existing agreement of confidence between the parties, (iii) is received from a third party without restriction and without breach of this Agreement, (iv) is independently developed by the receiving party as evidenced by its records, or (v) is disclosed pursuant to a valid law, rule, regulation, subpoena, demand, or order of a court or other governmental body or any political subdivision thereof of competent jurisdiction (collectively "demand"); provided, however, that the receiving party shall first have given notice thereof to the disclosing party (unless prohibited by the terms of such request or requirement, or such notice is otherwise prohibited by law) in order to permit the disclosing party to seek reasonable protective arrangements.

14.2 For purposes of this Agreement, the term "Confidential Information" shall include, without limitation, all trade secrets of a party and all other information and material that relates or refers to the plans, policies, finances, corporate developments, products, pricing, sales, services, procedures, intra-corporate transactions, suppliers, prospects and customers of a party, as well as financial information relating to such suppliers, prospects and customers, and any other similar confidentiality information and material which such party does not make generally available to the public. By way of illustration, but not limitation, Confidential Information includes all computer software (including object code and source code), computer software and data base technologies, systems, structures and architectures, and the processes, formulae, compositions, improvements, inventions, discoveries, concepts, ideas, designs, methods and information developed, acquired, owned, produced, or practiced at any time by a party, and all non-public information relating to the business of such party.

**15. Alternate Dispute Resolution (ADR).** Any controversy, claim, or dispute ("Disputed Claim") arising out of or relating to this Agreement, except for claims relating to indemnity, infringement, or confidentiality obligations or matters relating to injunctions or other equitable relief (together "Equitable Claims"), shall be first subject to a thirty (30) day negotiation period between the parties in which each party shall disclose to the other party all such documents, facts, statements and any other information which are reasonably requested by the other party and are relevant to the dispute in question. Should such negotiations fail to resolve the dispute within thirty (30) calendar days, Disputed Claims shall be resolved by binding arbitration of a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be based upon this Agreement and applicable law. The decision of the arbitrator shall be reduced to writing, shall be final and binding except for fraud, misconduct, or errors of law, and judgment upon the decision rendered may be entered in any court having jurisdiction thereof. In all arbitrations, the arbitrator must give effect to applicable statutes of limitation subject to limitation of actions terms set forth in this Agreement, and shall not be afforded any authority to award relief in excess of what this Agreement provides or to order consolidation or class arbitrations. The arbitrator shall have no authority to award punitive damages in any Disputed Claim. The parties agree that any such claims arising under this Agreement must be pursued on an individual basis in accordance with the procedure noted above. Even if applicable law permits class actions or class arbitrations, the ADR procedure agreed to herein applies and the parties waive any rights to pursue any claim arising under this Agreement on a class basis. The arbitration shall be held in a mutually agreed to location, and shall be final and binding on both parties. Each party will bear its own costs of arbitration but shall split equally the fees of the arbitration and the arbitrator.

**16. Hazardous Substances.** Except as disclosed to and acknowledged in writing by Verizon, Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal or local hazardous waste or environmental law or regulation) at any location where Verizon is to perform services under this Agreement. If during such performance Verizon employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premises to ensure that exposure does not exceed the lowest exposure limit for the protection of workers. Verizon may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Verizon. Performance obligations under this Agreement shall be extended for the period of delay caused by said cleanup or removal. Customer's failure to remove or contain hazardous substances shall entitle Verizon to terminate this Agreement without further liability, in which event Customer shall permit Verizon to remove any equipment that has not been





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accepted, shall reimburse Verizon for expenses incurred in performing this Agreement until termination (including but not limited to expenses associated with such termination, such as removing equipment, terminating leases, demobilization, etc.), and shall complete payment for any portion of the System that has been accepted.

**17. Force Majeure.** Neither party shall be liable for any delay or failure in performance under this Agreement arising out of acts or events beyond its reasonable control, including but not limited to acts of God, war, terrorist acts, fire, flood, explosion, riot, embargo, acts of the Government in its sovereign capacity, labor disputes, unavailability of equipment, software or parts from vendors, or changes requested by Customer. The affected party shall provide prompt notice to the other party and shall be excused from performance to the extent of such caused delays or failures, provided that the party so affected shall use reasonable efforts to remove such causes of such delays or failures and both parties shall proceed whenever such causes are removed or cease. If performance of either party is prevented or delayed by circumstances as described in this section for more than ninety (90) days, either party may terminate the affected Service or Statement of Work. Notwithstanding the foregoing, Customer shall not be relieved of its obligation to make any payments, including any late payment charges as provided in Section 2.2, above, that are due to Verizon hereunder.

**18. Assignment.** Neither party may, without the prior written consent of the other party, assign or transfer its rights or obligations under this Agreement; consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Verizon may, without prior notice, assign this Agreement, in whole or in part, to any Verizon affiliate or to any successor entity upon the merger, reorganization, consolidation or sale of all or substantially all of Verizon's assets associated with the equipment or Services provided pursuant to this Agreement. For purposes of this Section, "affiliate" shall mean a person or entity that directly or indirectly controls, is controlled by, or is under common control with Verizon. Any attempt to assign this Agreement in contravention of this Section shall be void and of no force and effect.

**19. Governing Law.** This Agreement shall be governed by the substantive laws of the State of Delaware, without regard to its choice of law principles.

**20. Non-Waiver/Severability.** Either party's failure to enforce any of the provisions of this Agreement or to exercise any right or option is not a waiver of any such provision, right, or option, and shall not affect the validity of this Agreement. Any waiver must be written and signed by the parties. If any provision of this Agreement or the provision of any Service or equipment under the terms hereof is held to be illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or not requiring the provision of such invalid, illegal, or prohibited Service or equipment in such State or jurisdiction.

**21. Publicity.** Except as required by law, the parties shall keep this Agreement confidential and shall not disclose this Agreement or any of its terms without the other party's written consent. Notwithstanding any contrary term in this Agreement and consistent with applicable law, Verizon may disclose the terms of this Agreement, in whole or in part, to: a) Verizon affiliates; b) Verizon or Verizon affiliate suppliers and/or subcontractors that offer (including new offer or renewal offers), provide, repair, maintain, bill, collect, or perform other functions in connection with Verizon or Verizon affiliate products or services under or in connection with this Agreement; c) successors in interest to Verizon or Verizon affiliates (by merger or otherwise); and/or d) persons to whom Verizon or Verizon affiliates may sell all or part of their respective businesses or assets. Neither party shall use any trademark, trade name, trade dress or any name, picture or logo which is commonly identified with the other party or its affiliates, or from which any association with such party or its affiliates may be inferred or implied, in any manner, including but not limited to advertising, sales promotions, press releases or otherwise, without the prior written permission of such party. Notwithstanding any contrary term in this Agreement, the parties may issue or permit issuance of a press release or other public statement concerning this Agreement, provided, however, that no such release or statement shall be published without the prior mutual consent of the parties.

**22. Notices.** All notices or other communication given or required by either party to the other under this Agreement shall be deemed to have been properly given if hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile with confirmation of receipt or by overnight courier. Such notices and communications shall be deemed effective upon receipt. If to Verizon, notices should be sent to Verizon Business Services, 6415-6455 Business Center Drive, Highlands Ranch, CO 80130, Attn: Customer Service (Email: [notice@verizonbusiness.com](mailto:notice@verizonbusiness.com)) with a copy to Verizon Business Services, 22001 Loudoun County Parkway,



**System Agreement**

Ashburn, VA 20147, Attn: Vice President, Legal, and if to Customer to the address specified on the cover sheet. Such address may be changed by either party by notice sent in accordance with this Section.

**23. Limitation of Actions.** A party may bring no action or demand for arbitration arising out of this Agreement more than two (2) years after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions under state law.

**24. Compliance with Laws.** Each party shall comply with the provisions of all applicable federal, state, and local laws, ordinances, regulations and codes in its performance under this Agreement or any Statement of Work, including without limitation the export laws of the United States or any country in which Customer receives equipment, software or services.

**25. Independent Contractor Relationship; No Agency.** Each party understands and agrees that it and its personnel are not agents or employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever. Each party shall indemnify, hold harmless and defend the other against any liabilities, claims, losses and damages (including costs, expenses and reasonable attorneys' fees) arising out of its failure to comply with this provision and any laws, rules or regulations applicable thereto.

**26. Interpretation.** The Agreement shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

**27. Headings.** The Section headings used herein are for reference and convenience only and shall not enter into the interpretation of this Agreement.

**28. Modifications.** This Agreement may only be amended, changed, waived or modified in a written document that is signed by both parties.

**29. Entire Agreement.** This Agreement, together with any Statement of Work hereunder and any Exhibit hereto, constitutes the entire agreement between the parties pertaining to the subject matter herein and supercedes all prior oral and written proposals, correspondence and memoranda with respect thereto, and no representations, warranties, agreements or covenants, express or implied, of any kind or character whatsoever with respect to such subject matter have been made by either party to the other, except as expressly set forth in this Agreement. In the event of conflicts among the terms of this Agreement, a Statement of Work and/or an Exhibit, the following order of precedence shall apply: the Exhibit, this Agreement, and the Statement of Work.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective representative whose signature appears below have been and are on the date of signature duly authorized to execute this Agreement and that each party has the authority to enter into this Agreement.

Verizon Business Network Services, Inc.  
on behalf of Verizon Select Services Inc

Customer: E911 Pasco County

By: 

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Jack Mariano

Title: Suleiman Hessami

Title: Chairman

Date: VP Pricing/Contract Management

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

1/22/09



## SERVICE PLAN DESCRIPTION

### Standard Warranty and Supplemental Warranty Service

**Overview of Service:** Verizon's Standard Warranty and Supplemental Warranty Service (individually and collectively "VM Warranty Service") covers the System components identified in the applicable quote, begins on the In-Service date, and remains in effect for one year. With VM Warranty Service, Verizon facilitates manufacturer warranty repair or replacement of System components while such System components are under the manufacturer's warranty.

- **Standard Warranty** - Verizon's Standard VM Warranty Service covers the System 8 hours a day, 5 days a week.
- **Supplemental Warranty** - Verizon' Supplemental VM Warranty Service covers the System 24 hours a day, 7 days a week.

**Service Deliverables:** Verizon will provide to Customer the following deliverables. NOTE: VM Warranty Service deliverables are based upon Customer's location being within 50 miles of a Verizon service center. Verizon reserves the right to charge Customers its then prevailing labor rate for travel to Customer locations that are greater than 50 miles of a Verizon service center.

1. Hours of Coverage
  - a) Standard VM Warranty Service is available from 8:00 a.m. to 5:00 p.m. (7:30 a.m. to 4:15 p.m. in Hawaii), local time, Monday through Friday ("Office Hours"), excluding Verizon-observed holidays
  - b) Supplemental VM Warranty Service is available for a major System failure twenty-four (24) hours a day, seven (7) days a week, including holidays.
2. Move, Add, and Change services ("MAC"), both remote and on-site will be provided at Verizon's then prevailing labor rate.
 

**NOTE:** Remote MAC includes those changes that can be made using the Site Event Buffer ("SEB") to access the switch and make necessary changes. Not all requests can be completed remotely. Those requests that can not be completed remotely will require an On-Site Technician. A minimum one-hour trip charge will apply for those MACs that require an on-site technician.
3. Alarm Monitoring. VM Warranty Service provides system alarm monitoring for that equipment which has monitoring capability.
 

**NOTE:** Standard Warranty VM Warranty Service provides monitoring during Office Hours. Supplemental Warranty VM Warranty Service provides monitoring 7 days a week 24 hours a day.
4. Remedial software maintenance. VM Warranty Service provides software patches that have been identified by Verizon as necessary during trouble resolution, as provided from the manufacturer. This does not include software upgrades.
5. VM Warranty Service covers the System components that are still under the manufacturer's warranty as identified on the applicable quote for example, PBX cabinet(s) and components internal to the PBX cabinet(s), such as CPU, line cards, and trunk cards.
6. Verizon, at its expense, provides new or like-new parts to replace or repair the equipment covered under the VM Warranty Service.

#### Response Time:

1. Standard Warranty VM Warranty Service: Response time for major System failures that occur during the coverage period will be 2 hours. Response time for major System failures that occur outside of Office Hours will be made the next business day. Response times for minor System failures will be next business day.
2. Supplemental Warranty VM Warranty Service: Response time for major System failures will be 2 hours. Response times for minor System failures will be next business day.
3. In all cases, response times will be measured from the time the Customer's trouble report is received by Verizon to the time work is started to correct the problem.
4. Response is acknowledgment of a problem and work toward its resolution, involving one or more of the following:

- (i) remote diagnostics, telephone consultation with respect to issue resolution, remote work to correct a problem with notification to Customer that on-site work is unnecessary
- (ii) dispatch of technician(s) to Customer's premises

The type of repair response will depend on Customer's equipment and the available remote connections.

- 5. Verizon will charge its then prevailing labor rate for repair of major or minor System failures if Customers with Standard Warranty VM Warranty Service request services to be performed outside of Office Hours.
- 6. Verizon will charge its then prevailing labor rate for repair of minor System failures if Customers with Supplemental Warranty VM Warranty Service request services to be performed outside of Office Hours.

**Customer Requirements:**

- 1. Equipment not installed by Verizon or equipment where the warranty is transferred by Customer to Verizon that is to receive VM Warranty Service, must be installed in compliance with manufacturers' recommended operating environment, including but not limited to, temperature, power conditioning, safety, accessibility for service, etc. Verizon may recommend corrections or improvements to operating environments or PBX configuration. Failure to comply with Verizon's recommended corrections or improvements may cause Verizon to reject the specific part or equipment and remove it from the VM Warranty Service.
- 2. Customer must provide access to equipment, in a timely manner, during on-site VM Warranty Service.
- 3. Connectivity from the Verizon Service Center, for diagnostic and MAC purposes, is a prerequisite for all equipment covered under VM Warranty Service. Customer must provide circuit access and Verizon approved connectivity to the PBX, or any service response time set forth herein will be void.
- 4. If additional equipment and/or services are required from the Customer, such equipment and/or services will be set forth in the applicable Statement of Work.

## **MAINTENANCE SERVICES EXHIBIT**

### **Voice Equipment Maintenance -E911 Pasco County**

In addition to the terms and conditions of the Agreement, the following terms and conditions apply to voice equipment maintenance services. Verizon will provide the voice equipment maintenance service identified in the applicable quote or Equipment Description and the Service Description(s) attached hereto and incorporated herein ("VM Service"). Verizon reserves the right to modify the Service Description from time to time. Such modifications would be presented to Customer at the time of renewal. Service Descriptions are available from Customer's Verizon account representative.

#### **1. Term and Termination.**

- 1.1 VM Service for equipment sold with a warranty begins at the end of the warranty period. VM Service for equipment sold without a warranty begins on the In-Service Date. VM Service for equipment not sold or installed by Verizon begins upon activation. VM Service shall remain in effect for the period set forth on Page 2 of the Agreement, and shall automatically renew for additional one (1) year terms at the then current undiscounted rate, unless terminated in accordance with this Exhibit or the Agreement ("Term").
- 1.2 Customer may terminate the VM Service upon not less than sixty (60) days prior written notice. If Customer has pre-paid the VM Service and terminates such prior to the end of the Term, Customer will be reimbursed for the unused portion of the VM Service, less any discount received.
- 1.3 VM Service includes maintenance for additions to the System, which are purchased from and installed by Verizon during the term of the Agreement. If Customer purchases VM Service and, during the term of the Agreement, purchases from Verizon an addition(s) to the System and Verizon installs such addition(s), the Verizon warranty, if any, for such addition(s) shall run until the first VM Service renewal date, so that the warranty period for the addition(s) will be coterminous with the VM Service.
- 1.4 Verizon may terminate the VM Services upon sixty (60) days written notice prior to the end of the then current Term.

**2. Maintenance Plans.** Once on-site maintenance has begun, it will continue uninterrupted during the hours for the VM Service as set forth in the applicable Service Description. Upon Customer's written request, Verizon will continue the maintenance activity beyond the plan hours; provided however, labor provided outside of Plan Hours will be billed at Verizon's then current time and material labor rates.

**3. Major/Minor System Failure.** Verizon will respond to major System failures within the time specified in the applicable Service Description. A major System failure is limited to one or more of the following:

- 3.1 Total inability to originate voice communications.
- 3.2 Total inability to receive and process incoming voice communications.
- 3.3 In a multi-point network in which each point has a defined street address, the total inability to originate, receive and process incoming and outgoing voice communications.
- 3.4 Attendant console and/or night answer position failure.
- 3.5 Twenty percent (20%) or more of the trunk-side ports out of service.
- 3.6 Twenty percent (20%) or more of the line-side stations and/or ports out of service.
- 3.7 Failure of the PBX system interface connecting to a call accounting system.
- 3.8 Any other failure mutually agreed to in writing by Customer and Verizon.

A minor System failure is defined as any System failure or malfunction, other than that defined as a major System failure. Verizon will respond to minor System failures within the time specified in the applicable Service Description

#### **4. Equipment Support**

- 4.1 In the event the manufacturer of the equipment covered by this Exhibit discontinues a piece of equipment, and/or the associated support of such equipment, Verizon will only be obligated to provide the VM Services hereunder on the affected equipment for the period of time that the manufacturer continues to support such equipment. At the end of such period Verizon will cease to support such equipment in accordance with the Service Description, but will use commercially reasonable efforts to provide VM Service on the affected piece of equipment until Customer upgrades or replaces such equipment.
- 4.2 If Verizon did not install the equipment covered by the VM Service under this Exhibit, Customer warrants that such equipment is in good working order and meets all applicable manufacturer specifications. If any such item of equipment is found not to be in good working order and/or not in compliance with all applicable manufacturer specifications, Verizon will be under no obligation to provide VM Service under this Exhibit, provided however, that Customer may, upon written notice, request Verizon to upgrade and/or repair such equipment at Verizon's then current time and material rate.



- 4.3 Minor Additions or Upgrades, to the existing System at the existing Sites, which are purchased from and installed by Verizon while this Agreement is in effect (i.e., during the initial thirty-six (36) month VM Service Term), shall be maintained under this Agreement until the renewal date at no additional charge. Maintenance charges will be adjusted effective upon renewal to include such additions.
- 4.4 Customer shall not perform, nor attempt to perform, or cause to be performed, maintenance or repair to the System covered hereunder during the term of this Maintenance Agreement except with the prior written or oral approval of Verizon.

**5. Exclusions.** Maintenance Services do not include:

- 5.1 Additions, changes, relocations, removals, operating supplies or accessories.
- 5.2 Operator, System Administrator and end user training except as specifically identified in this Agreement and any attachment.
- 5.3 Services necessitated by accident, casualty, neglect, misuse, intentional acts or any cause other than normal use of the System.
- 5.4 Repairs or replacements necessitated by lightning, radio frequency interference, power disturbances, fire, flood, earthquake, excessive moisture, Harmful Code or any event occurring external to the System that directly or indirectly causes a malfunction in the System, a private network to which the System is connected, or in telephone lines, cable or other equipment connecting the System to the public telephone network. Harmful Code means any virus or machine-readable instructions and data designed to intentionally disrupt the operation of the software or hardware or intentionally destroy or damage software or hardware or data contained therein.
- 5.5 Services necessitated by use of the System with any other device or system not supplied or approved as to such combined use by Verizon, or use of any part of the System in a manner not specified by Verizon.
- 5.6 Repair or maintenance or increase in normal service time resulting from Customer's failure to provide a suitable environment for the System or any other failure of Customer to perform its responsibilities.
- 5.7 Repair or replacement of Customer-owned outside plant cable unless specifically set forth in the applicable Statement of Work.
- 5.8 Loss or recovery of Customer data.
- 5.9 Upgrades, enhancements or new releases of software or firmware, except as specifically indicated in this Agreement and any attachment.







**Site Level Title/Description:**

**Maintenance Payment Option:** Annual  
**Maintenance Term (Months):** 12

**Site ID:** 1-10I3LA

**Site Address:**

PASCO 911/LAND OLAKES JAIL  
20101 CENTRAL BLVD

**Bill To:**

PASCO 911/LAND OLAKES JAIL  
8750 GOVERNMENT DRIVE

**Ship To:**

PASCO 911/LAND OLAKES JAIL  
20101 CENTRAL BLVD

LAND O LAKES, FL, 34637  
USA

NEW PORT RICHEY, FL, 34654  
USA

LAND O LAKES, FL, 34637  
USA

<u>Part Number</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Sale Price</u>	<u>Extended Sales Price</u>
71-23919-AA	KVM 4 Ports Rackmount	1		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$88.80
71-31782-EC	NT9-1-1 Pro5.0 Sfw & IRR	10		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	10		\$13,209.60
71-30597-BB	HLIM w/ CML I/O	10		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	10		\$3,355.20
71-30631-AA	IRR Cb HLIM RJ11/3.5mm	10		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	10		\$27.60
71-23200-AA	Sound Card fo Dual IRR	10		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	10		\$180.00
71-23736-AA	HP ProcCurve 24 Port Swic	1		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$57.36
71-31963-AC	Stats 3.0 PSAP	1		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$960.00
71-31963-BC	SENT STATS 3.X DATA COLL	8		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	8		\$835.20
71-23088-AA	10 ft Para Pm Cb	2		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	2		\$3.84
70-LAACD-AA	Look Ahead ACD ECS-1000	1		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$720.00
70-B40UP-AA	B:4.0 ECS Upg 2APs MC&B3	1		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$1,225.80
71-50UPG-AA	5.0 Upgrade	1		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$720.00

**Quote #** 1-10I3JK

ALL PRICING IS VALID UNTIL: 03/06/2009  
PRICES DO NOT INCLUDE TAXES  
VERIZON PROPRIETARY INFORMATION







**Total Extended Sales Price**

<b>Equipment:</b>	\$0.00
<b>Labor:</b>	\$0.00
<b>Maintenance:</b>	\$32,174.40
<b>Other:</b>	\$0.00
<b>Trade In:</b>	\$0.00
<b>Grand Total:</b>	\$32,174.40
<b>Shipping &amp; Handling Total:</b>	\$0.00
<b>Grand Total with Shipping &amp; Handling:</b>	\$32,174.40

*\*Other - The Other totals include miscellaneous charges including Minor Materials, Expedites, Shipping & Handling, and special fees.*



**Quote Header:** Quote Level Title/Description:

1YR MNTCE

**CAM Contact Information**

**Account**

PASCO COUNTY - FL 911

**Quote #**

1-10LP9R

**Revision**

1

**Quote Date**

1/20/2009

**SE**

PATRICIA WINGO

**Equipment & Services by Site:**

**Site Level Title/Description:**

**Maintenance Payment Option:** Annual

**Maintenance Term (Months):** 12

**Site ID: 1-10LP9U**

**Site Address:**

PASCO 911/LAND OLAKES JAIL  
20101 CENTRAL BLVD

**Bill To:**

PASCO 911/LAND OLAKES JAIL  
8750 GOVERNMENT DRIVE

**Ship To:**

PASCO 911/LAND OLAKES JAIL  
20101 CENTRAL BLVD

LAND O LAKES, FL, 34637  
USA

NEW PORT RICHEY, FL, 34654  
USA

LAND O LAKES, FL, 34637  
USA

<u>Part Number</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Sale Price</u>	<u>Extended Sales Price</u>
71-30212-AC	Data Interface Mod 5.X	1		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$708.24
70-30615-AB	DCM G3 Mod/ISDN PRI 5.X	1		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$2,046.36
71-30648-AA	L/T G2 Module (4x4)	4		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	4		\$4,197.60
71-30197-AA	TDD Module	1		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$405.60
76-23357-DA	General App. Comp/Win XP	14		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	14		\$3,801.84
76-23091-AA	pcAnywhere Host/Remote	3		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	3		\$110.16
71-23204-AA	USRB Internal Fax/Modem	1		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$19.44
71-23621-AA	Dual Serial Ports	2		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	2		\$20.16
71-23439-AA	Raritan KVM Cable 6.5 Ft.	4		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	4		\$33.12

**Quote #** 1-10LP9R

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VERIZON PROPRIETARY INFORMATION



**Site Level Title/Description:**

**Maintenance Payment Option:** Annual  
**Maintenance Term (Months):** 12

**Site ID: 1-10LP9U**

**Site Address:**

PASCO 911/LAND OLAKES JAIL  
20101 CENTRAL BLVD

**Bill To:**

PASCO 911/LAND OLAKES JAIL  
8750 GOVERNMENT DRIVE

**Ship To:**

PASCO 911/LAND OLAKES JAIL  
20101 CENTRAL BLVD

LAND O LAKES, FL, 34637  
USA

NEW PORT RICHEY, FL, 34654  
USA

LAND O LAKES, FL, 34637  
USA

<u>Part Number</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Sale Price</u>	<u>Extended Sales Price</u>
71-23919-AA	KVM 4 Ports Rackmount	1		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$93.36
71-31782-EC	NT9-1-1 Pro5.0 Sfw & IRR	10		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	10		\$13,850.40
71-30597-BB	HLIM w/ CML I/O	10		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	10		\$3,525.60
71-30631-AA	IRR Cb HLIM RJ11/3.5mm	10		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	10		\$28.80
71-23200-AA	Sound Card fo Dual IRR	10		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	10		\$189.60
71-23736-AA	HP ProcCurve 24 Port Swic	1		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$60.24
71-31963-AC	Stats 3.0 PSAP	1		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$1,008.96
71-31963-BC	SENT STATS 3.X DATA COLL	8		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	8		\$877.44
71-23088-AA	10 ft Para Pm Cb	2		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	2		\$4.08
70-LAACD-AA	Look Ahead ACD ECS-1000	1		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$756.72
70-B40UP-AA	B:4.0 ECS Upg 2APs MC&B3	1		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$1,288.44
71-50UPG-AA	5.0 Upgrade	1		
VZM-E911-OS-24X7X4	VERIZON E911 MAINTENANCE - ON-SITE - 24x7 - 4 HOUR	1		\$756.72

**Quote #** 1-10LP9R

ALL PRICING IS VALID UNTIL: 03/06/2009  
PRICES DO NOT INCLUDE TAXES  
VERIZON PROPRIETARY INFORMATION



**Site Level Title/Description:**

**Maintenance Payment Option:** Annual  
**Maintenance Term (Months):** 12

**Site ID:** 1-10LP9U

**Site Address:**

PASCO 911/LAND OLAKES JAIL  
20101 CENTRAL BLVD

**Bill To:**

PASCO 911/LAND OLAKES JAIL  
8750 GOVERNMENT DRIVE

**Ship To:**

PASCO 911/LAND OLAKES JAIL  
20101 CENTRAL BLVD

LAND O LAKES, FL, 34637  
USA

NEW PORT RICHEY, FL, 34654  
USA

LAND O LAKES, FL, 34637  
USA

<u>Part Number</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Sale Price</u>	<u>Extended Sales Price</u>
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**Site 1-10LP9U Sub Totals**

<b>Equipment:</b>	\$0.00
<b>Labor:</b>	\$0.00
<b>Maintenance:</b>	\$33,782.88
<b>Other:</b>	\$0.00
<b>Trade In:</b>	\$0.00
<b>Site Total:</b>	\$33,782.88
<b>Shipping &amp; Handling Total:</b>	\$0.00
<b>Site Total with Shipping &amp; Handling:</b>	\$33,782.88



**Total Extended Sales Price**

<b>Equipment:</b>	\$0.00
<b>Labor:</b>	\$0.00
<b>Maintenance:</b>	\$33,782.88
<b>Other:</b>	\$0.00
<b>Trade In:</b>	\$0.00
<b>Grand Total:</b>	\$33,782.88
<b>Shipping &amp; Handling Total:</b>	\$0.00
<b>Grand Total with Shipping &amp; Handling:</b>	\$33,782.88

*\*Other - The Other totals include miscellaneous charges including Minor Materials, Expedites, Shipping & Handling, and special fees.*