

THIS AGREEMENT is made between TRI-TEC COMMUNICATIONS, INC., with its principle office at 25130 - 74th Avenue South, Kent, Washington 98032 (hereafter referred to as "TRI-TEC") and

Name of Firm (hereafter referred to as "Customer")		DBA:		
Douglas County				
Street Address:	City:	State:	County:	Zip Code:
213 Rainier	Waterville	WA	Douglas	98858
Telephone:	Fax Number:	Website Address:		Federal Employee Identification Number:
509 -745-8606 Extension	509-745-8533	www.Douglascountywa.net		
Maintenance Address if Different From Above:	City:	State:	County:	Zip Code:

COVERED PRODUCTS

Hardware and Software covered by this Agreement includes only the items specifically defined in the System(s) Description. Covered Products include all installed parts, components and options with the exception of batteries and any other consumables. Parts not purchased from TRI-TEC are not covered unless specifically defined within System(s) Description.

Any software defects or functionality not performing as documented by the software manufacturer will be the responsibility of the software manufacturer to bring to resolution based upon their software warranty and policies.

TRI-TEC distributes all software on an as-is basis unless otherwise stated in writing. Notwithstanding the above, TRI-TEC will provide technical support as defined in the Technical Support Section as it relates to system software necessary for the proper operation and use of Covered Products.

SYSTEM(S) DESCRIPTION

- | | |
|---|---|
| 3 - Mitel 3300 MXeII Controller with redundant power supplies and PATA Solid State Drives and Mitel Call Director Enterprise Software | 3 - Analog Service Unit with a 24 port ONS (Analog Station) Card |
| 3 - Dual T-1/E-1 Trunk Module with 1 T-1 license activated | 15 - Mitel Embedded Voice Mail licenses |
| 15 - ONS Station Licenses | 231 - Enterprise User Licenses |
| 30 - Enterprise Dynamic Extension Licenses | 39 - Mitel 5330 IP Phones |
| 176 - Mitel 5320 IP Phones | 5 - Mitel 5610 IP Dect Handset & Stand |
| 5 - Loud Call Announce Ring Amplifier | 30 - Line Interface Modules |
| 1 - Mitel Application Suite Software with IP Integration | 250 - MAS Nupoint Voice Mail Boxe |
| 205 - Advanced Unified Messaging Software | 200 - Unified Communicator Express Licenses |
| 1 - Unified Communicator Advanced Server | 10 Audio Only Conference Bridge Licenses |
| 4 - Unified Communicator Advanced Deskphone and Attendant Console License | 1 - Office Watch Enterprise Call Accounting Software with 2 Multi Site Licenses |
| 1 - Dell Power Edge R200/1 Server | 1 - Dell PowerEdge R200/3 Server |

CHARGES: Customer shall pay to TRI-TEC a yearly fee (plus taxes) upon execution of the Agreement:	\$15,970 included in initial system purchase
EFFECTIVE DATE: This Agreement becomes effective at 12:01 am on this date.	Final Acceptance as indicated in RFP

TRI-TEC RESPONSIBILITIES

1. TECHNICAL SUPPORT

Telephone and e-mail support: Technical Support is provided on a per incident basis during normal business hours for the support period. Technical support is intended to provide help with situations such as:

- Troubleshooting and problem resolution for issues arising from hardware or software problems
- How-to questions for documented features
- Questions related to: inaccurate or incomplete documentation of a product feature and incorrect execution of a feature based on how it has been documented
- Application requirements information
- Initial contact to determine if problems are attributable to third party issues (e.g. telco, network configuration, cabling, Personal computers, web camera's or cell phones).

Scheduled On-Site Technical Support: Scheduled On-Site Technical support is provided to troubleshoot, repair or replace faulty hardware or software adversely affecting less than 10% of system operations.

Emergency Call Out On-Site or Remote Support: Emergency On-Site Technical support is provided to troubleshoot, repair or replace faulty hardware or software problems that adversely affect 10% or more of system operations.

2. SUPPORT AVAILABILITY

Technical Support is available to the Customer as follows:

Regular Business Hours: 8 am - 5 pm, Monday through Friday excluding holidays. (New Years Day, Easter, Labor Day, Independence Day, Memorial Day, Thanksgiving, Christmas) Labor for technical support labor will be provided at no charge as part of this agreement.

After Business Hours: 5 pm - 8 am, Monday through Friday, all weekends, all holidays listed above. Labor for technical support will be billed at TRI-TEC's prevailing labor rates.

3. ACCESS TO TRI-TEC INVENTORY

24 hours a day, 7 days a week, including holidays. After business hours access is considered an emergency call out and prevailing labor rates will apply.

4. SOFTWARE MAINTENANCE UPDATES

If required, TRI-TEC shall make available and provide technical support to implement any available software maintenance updates to correct problems with the Covered Products.

5. NEW SOFTWARE RELEASES

Upon request, TRI-TEC shall make available to Customer any general availability System Software Releases and Major Software Releases to the Covered Products.

Professional Services to perform these upgrades may be purchased according to TRI-TEC's prevailing labor rates. If Professional Services is purchased, TRI-TEC will apply these System Software Releases or Major Software Releases either remotely or on-site at their sole discretion.

Upgrades that need to be applied to the Client workstations are not considered part of this Agreement. Professional Services to perform this work may be purchased according to TRI-TEC's prevailing labor rates.

6. SUPPORT OF INCOMING CUSTOMER ISSUES OF COVERED PRODUCTS

TRI-TEC shall provide the following technical support to Customer for all incoming Customer issues regarding the appropriate performance of the Covered Products and software licensed to Customer as part of the Covered Products.

- **TRIAGE:** Receive incoming request via phone or e-mail, gather appropriate information to generate work order, inform customer of expected response time by technician.
- **TIER 2:** Technician engages with customer via phone, remote session or on-site support to resolve major and minor failures.
- **TIER 3:** Advanced application resolution. TRI-TEC will engage Engineering support from product manufacturer as required.

Once TRI-TEC technical support has determined that the problem appears to be related to other than the Covered Products, TRI-TEC is not responsible for the issue resolution. However, TRI-TEC will assist with the resolution of any problems which are associated with the Covered Products and work with other parties, as necessary and appropriate, to help resolve the problem. Customer will be invoiced according to TRI-TEC's prevailing labor rates. Customer agrees that it is responsible for identifying and funding required resources for resolving issues not covered by this Agreement.

TRI-TEC is not responsible for troubleshooting configuration or programming changes made to the system by the Customer (without TRI-TEC approval). Professional Services for additional configuration or application changes may be purchased according to prevailing labor rates.

7. INCIDENT SEVERITY LEVELS AND RESPONSE TIMES

It is the responsibility of the customer to state the severity level of the incident when opening the issue. If the severity level is not communicated to the Support Agent, it will be assumed that the customer agrees with the severity that is chosen by the Support Agent.

Major Alarm: Hardware or software failures that cause 10% or more of the system to fail. TRI-TEC guarantees gain remote access and begin the trouble shooting process and an on-site response time of (four) 4-hours if required.

Minor Alarm: Failure of individual IP and Analog telephones, ancillary equipment and other equipment not affecting entire system performance. TRI-TEC guarantees response by the next business day. **REMOTE ELECTRONIC SUPPORT**

8.

TRI-TEC Technical Support may use remote access capabilities to assist in triage and technical support issue resolution. Customer will set-up, provide and maintain at its expense internet access to the Covered Products or dial up access (as a last resort), as well as configuration and maintenance of LAN and security equipment necessary for TRI-TEC to remotely access Covered Products. Due to the nature of remote access, TRI-TEC makes no warranty as to the ability of technical support to successfully perform any function remotely at any time. On-site service calls that are required due to a lack of remote access capability can, at the sole discretion of TRI-TEC, be charged according to TRI-TEC's prevailing labor rates.

9. COVERED PRODUCTS MAINTENANCE

Repair Parts

During the term of the Agreement, TRI-TEC will repair or replace defective Equipment with new parts or reconditioned parts at TRI-TEC's discretion. Reconditioned parts will be equivalent or superior in performance to new parts and will be fit to replace the part it is designed to replace.

All replaced parts become the property of the Customer and shall retain the remaining warranty of the removed part. All removed parts become the property of TRI-TEC.

At the customer request, TRI-TEC will ship the part to the customer for the customer to replace themselves. Any removed parts not returned to TRI-TEC within five (5) days of being replaced will be invoiced to the customer at the then current price for the replacement part. Customer agrees to pay for this part.

Part Non-Availability

In the event replacement parts needed for repair or replacement become unavailable during the coverage period of the Agreement, TRI-TEC, at its sole discretion, may elect to provide Customer with a replacement part of TRI-TEC choosing superior in performance and fit to replace the covered part. In no event shall TRI-TEC be liable for any damages as a result of the unavailability of replacement parts.

10. SUPPORT FOR NON-COVERED ISSUES (PROFESSIONAL SERVICES)

At the request of the Customer, TRI-TEC will perform Professional Services that are not covered by this Agreement. Professional Services are provided as extended assistance with issues not related to product usability, troubleshooting and problem resolution. Examples of Professional Services that may be requested are:

- Onsite or Remote Installation support for additional purchased hardware or software licenses
- Support for connecting or working with any product not purchased from TRI-TEC
- Design assistance including researching, programming and training associated with changing the design of an installed application.
- Design assistance and programming "one-offs" which combine features to perform in ways that are not documented or supported by the manufacturer.
- Ordering or connecting new telco or network services
- Upgrading systems to a new release of software.
- Programming support to implement features not deployed during the initial system installation

Additionally, TRI-TEC may undertake support and maintenance services in support of this Agreement that appear to be covered at the time the effort begins but are later determined not to be covered by this Agreement.

In each case, and for services required due to the above non-covered causes, TRI-TEC shall provide such services at TRI-TEC's prevailing labor rates, and Customer agrees to pay for same.

CUSTOMER RESPONSIBILITIES

11. Customer will designate to TRI-TEC two (2) named individuals, a primary and a secondary, who will be responsible for reporting support issues.
12. Customer shall notify TRI-TEC of any program errors or malfunctions and provide supporting materials that will reasonably enable TRI-TEC to identify suspected problems or errors in accordance with TRI-TEC support procedures.
13. Customer will maintain documentation of all updates and modifications to the Covered Products and will make this information available to TRI-TEC.
14. Customer agrees to provide TRI-TEC with access to its premises and Covered Products in connection with TRI-TEC performance of its obligations hereunder.
15. Customer is solely responsible for safeguarding all programs, data and removable storage media at all times (including before and after TRI-TEC Support and Maintenance service). This includes performing regular back-ups of the system programming and safeguarding these back-ups.
16. Customer further agrees to maintain at its expense the installation site in accordance with environmental and other specifications provided by TRI-TEC or the original equipment manufacturer.
17. Customer agrees to operate the Covered Products on appropriate utility service with a sufficient Uninterruptible Power Supply (UPS) at all times.
18. Customer acknowledges and agrees it is Customer's obligation and responsibility to preserve any data on equipment prior to TRI-TEC repairing or replacing the equipment. TRI-TEC will exert reasonable efforts to minimize the alteration or destruction of any remaining customer data, settings and configurations during repairs however TRI-TEC does not, in any way warrant or guarantee that customer data, settings or configurations will be preserved through the repair process. Customer acknowledges and agrees that for hardware returned to TRI-TEC, it is Customer's obligation and responsibility to ensure that any confidential, proprietary or otherwise sensitive information, including, without limitation, individually identifiable consumer information about Customer's customers, stored on any hardware returned to TRI-TEC is completely wiped and purged by Customer prior to delivery to TRI-TEC. TRI-TEC shall not be liable for any such information remaining on hardware returned by Customer. Furthermore, Customer shall indemnify, defend and hold harmless TRI-TEC and its officers, directors, shareholders, employees and agents, and its respective successors and assigns, against any cause of action, loss, liability, damage, cost or expense of any nature whatsoever, whether accrued, absolute, contingent or otherwise, including without limitation, attorney's fees and costs, including allocated costs of in-house counsel (whether or not suit is brought), arising out of or relating to Customer's failure to completely purge all such confidential, proprietary or sensitive information from the hardware.
19. Customer is responsible for safeguarding any software media and software license keys and providing them when needed to install or re-install some or all of the Covered Products.
20. Customer is to take full responsibility of results from loading and implementing new software and/or service packs on server, LAN/WAN Equipment or workstations without TRI-TEC's prior approval.
21. Customer is responsible for all normal administration (i.e. Moves, Add, Changes) after receiving system administrator training on the system (not included in this agreement). TRI-TEC is available to perform this work, which may be purchased according to TRI-TEC's prevailing labor rates.
22. Should the Customer System Administrator change during the term of this agreement the new System Administrator will be required to successfully complete System Administrator training. The cost for this training is not covered under this agreement. TRI-TEC will perform System Administration Training based upon current billable rates and terms. Alternately, TRI-TEC can sponsor Customer system administration personnel to attend manufacturer provided certification training however all tuitions, fees and expenses related to this training are the sole responsibility of the customer.

EXCLUSIONS

The following issues are not covered under the Agreement. For these issues, TRI-TEC shall not be obligated to furnish Support and Services, nor shall TRI-TEC be liable hereunder for repairs or replacement of equipment or additions hereto:

23. Damage or problems caused during transportation by Customer;
24. Damage or problems caused by repairs, changes, modifications, maintenance, relocation or reinstallation by other than TRI-TEC personnel, or without TRI-TEC's written permission;
25. Damage or problems caused by improper ESD ("Electro-Static Discharge") precautions when handling Covered Products; or problems caused by an external electrical fault or any unusual shock;
26. Damage or problems caused by improper electrical grounding and/or utility service
27. Damage or problems caused by use of non-TRI-TEC supplied equipment or parts;
28. Damage or problems caused by misuse, abuse, neglect, or accident;
29. Damage or problems caused by an accident, fire or water;
30. Damage or problems caused by natural disasters such as flood, fire, lightning, earthquake or tornado;
31. Damage or problems caused by failure to maintain the proper operating or storage environment for the Covered Products to include but not limited to air conditioning, humidity control, or corrosive atmosphere harmful to electronic equipment;
32. Damage or problems caused by strikes, riots, sabotage, or acts of war, theft;
33. Routine cleaning, or normal cosmetic wear;
34. Technical support or maintenance of any kind for third party application or custom software not defined under Covered Products;
35. Technical support associated with programming of Application Program Interfaces (API) of Covered Products except for support on the capabilities of the programming interface.

MISCELLANEOUS**PERFORMANCE BY TRI-TEC**

36. The relationship between TRI-TEC and Customer at all times during the term of this Agreement shall be that of an "Independent Contractor." Employees and Agents of TRI-TEC shall not be considered by either party to be agents or employees of Customer in any respect. TRI-TEC agrees to arrange directly with such employees and agents for salary and other compensation earned in connection with the subject matter and performance of this Agreement.

PERSONNEL

37. TRI-TEC has the sole right to determine the assignment of its personnel in the performance of this Agreement.

NON-INTERFERENCE WITH EMPLOYEES

38. Customer understands and acknowledges that Services to be performed pursuant to this Agreement will be performed by employees or agents of TRI-TEC. Customer further understands and acknowledges that the employees of TRI-TEC constitute a highly trained, unique and valuable component necessary to the conduct of TRI-TEC business. Accordingly, Customer agrees and covenants that, during the term of this Agreement and for a period of one (1) year thereafter, Customer (and any subsidiary or affiliate of Customer), will not, without the express consent of TRI-TEC, directly or indirectly, solicit for employment, hire, employ or retain (as an employee, independent contractor, consultant, subcontractor or otherwise) any person then employed by TRI-TEC or who was employed by TRI-TEC within the preceding twelve (12) months.
39. In addition to any other rights available to TRI-TEC hereunder for violation of Non-Interference with Employees, Customer agrees and acknowledges that an estimate of the damages to TRI-TEC for each violation shall be an amount equal to 60% of the first year salary to be paid by Customer to the person hired (including any guaranteed and/or signing bonus). Customer will pay such amount to TRI-TEC upon demand. Customer agrees that such amount shall not constitute a penalty or fine and waives any right, to the extent permitted by law, to contest the liquidated damages provided hereunder.

CONFIDENTIALITY

40. The Confidential Information disclosed under this Agreement ("Confidential Information") is described generally as product and roadmap information, marketing plans, financial/pricing information, customer and vendor related data, services/support and other business information including, but not limited to, software, strategies, plans, techniques, drawings, designs, specifications, technical or know-how data, research and development, ideas, inventions, patent disclosures that

may be disclosed between the Parties whether in written, oral, electronic, website-based, or other form. This Agreement also includes Confidential Information acquired during any facilities tours.

41. Except as otherwise provided herein, TRI-TEC and Customer each agree that all information communicated to it by the other, whether before or after the Effective Date, will be deemed to have been received in strict confidence, will be used only for the purposes contemplated by this Agreement, and each party will use the same means as it uses to protect its own confidential information to prevent disclosure and to protect the confidentiality thereof. The parties receiving Confidential Information (each, a "Recipient") from the other parties disclosing Confidential Information (each, a "Discloser") will use the Confidential Information only for the purpose of and in connection with the parties' business relationship. The Recipient party, its agents, representatives or employees shall not, without the prior written consent of the other party, disclose such information. This Agreement imposes no obligation upon a recipient with respect to Confidential Information which (a) the Recipient can demonstrate was already in its possession before receipt from the Discloser; (b) is or becomes publicly available through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Recipient without a breach of this Agreement; or (f) is disclosed by the Recipient with the Discloser's prior written approval.

WARRANTIES

42. TRI-TEC warrants to Customer:

- * that the performance of the terms of this Agreement does not violate the provisions of any other agreement to which TRI-TEC is a party or by which it is bound;
- * that all services performed hereunder will be performed in a good and workmanlike fashion;
- * that all services provided hereunder will either be TRI-TEC's own work or that TRI-TEC shall have the right to use or provide sub-contractors to provide such work without restriction.

While TRI-TEC takes responsibility for providing satisfactory maintenance services in accordance with the plan selected by Customer, it makes no claim that it can maintain this equipment in a manner to prevent fraudulent intrusions including but not limited to toll fraud, and the unauthorized use of voice processors and voice mail systems. Therefore, no express or implied warranty is made against such fraudulent uses that may be made of the equipment.

TERMINATION

45. Either party shall have the right to terminate this Agreement immediately if the other party hereto:
46. Breaches a material obligation under this Agreement and such material breach continues uncured for a period of thirty (30) business days after receiving written notice thereof. However, if the breach is not one which is capable of being cured within thirty (30) business days and the breaching party has commenced to cure the breach within such time and continues to do so diligently and in good faith, then the breaching party shall be granted an extension for a reasonable period of time; or
47. Fails to comply with any material requirement of this Agreement as to confidentiality or the proprietary nature of any material covered hereby or provided hereunder, or
48. Becomes insolvent or bankrupt however evidenced.
49. If Customer fails to make a payment to TRI-TEC when due, TRI-TEC will have the right, as its option, to suspend performance specified under this Agreement or to terminate this Agreement immediately upon written notice to Customer. Any termination or suspension will not limit or affect TRI-TEC right to recover amounts owed by Customer prior to or in connection with such termination.



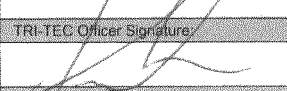
INSURANCE

50. TRI-TEC certifies that it maintains general liability and workers compensation insurance and that such insurance is, and during the term hereof will remain in full force and effect and that the premiums in respect thereof have been paid. TRI-TEC agrees to deliver to Customer evidence of such insurance coverage upon request.

PAYMENT AND TAXES

51. The term of this Agreement shall be for a one (1) year period commencing from the date of receipt of the customer payment at TRI-TEC and shall be renewed automatically for successive one (1) year periods thereafter until terminated in writing as provided herein. Each renewal of this Agreement shall be subject to the same terms and conditions herein contained except that the service fee due TRI-TEC for each renewal period shall be at the rate then charged by TRI-TEC for similar maintenance services. Either party may terminate this Agreement at the end of the initial or any renewal period only, by giving the other party written notice of termination thirty (30) days prior to any annual anniversary date.
52. Customer agrees to pay the non-refundable annual charges specified for the Initial Term of the Agreement or for any annual charges for successive one (1) year renewals of the Agreement as set forth in the relative invoice for renewal to Customer. All charges will be paid annually in advance.
53. Payments must be kept current in order to use and receive services under the Agreement.
54. Fees may increase when the Covered Products move from the Initial Term to subsequent renewals or if additional Covered Products are added to this Agreement prior to the Agreement's yearly renewal. Subject to termination of this Agreement in accordance with the provisions of the Term and Termination Sections, Customer agrees to pay the then appropriate price as set forth in the relative invoice for renewal.
55. TRI-TEC or Customer, upon written authorization from the other Party, will amend this Agreement as necessary to incorporate changes to the Covered Products. Additions to Covered Products will be added to the charges for this Agreement in accordance with TRI-TEC then current rates and terms.
56. In addition to other payments required hereunder, Customer shall pay all federal, state, and local sales and/or use taxes, penalties and late charges.
57. To the extent that TRI-TEC is required to collect and remit any tax on a transaction with Customer, TRI-TEC shall invoice Customer, as a separate line item, for the amount of any such tax.

All amounts that remain unpaid after the payment due date shall bear interest beginning on the payment due date until paid at the lesser of 18% per annum or the highest rate permitted by applicable law

Customer Signature		TRI-TEC Sales Representative Signature		Date:
				
Print Name:		TRI-TEC Officer Signature:		Date:
Ken Stanton				10/5/2010
Title:	Date:	Print Name:	Title:	
Chair, Commissioner	10/11/10	Scott Grieben	Pres./Owner	

**Addendum I to
Agreement for TRI-CARE Maintenance
Entered Into By and Between TRI-TEC Communications, Inc. and Douglas County.
on October 5th, 2010**

1. **Section 5 – New Software Releases:** Add the following sentence.
TRI-TEC will provide the software and remotely perform the Version 5.0 upgrade to the Mitel Call Director at no cost to the County.

2. **Section 9 – Covered Products Maintenance:** Add the following:
Preventative Maintenance
On a quarterly basis, TRI-TEC will perform the following:
 - Perform System Back-Ups of all databases and programming
 - Review System Logs and take any corrective actions as deemed necessary
 - Review Voice Mail Reports for capacity limits and security
 - Document and report all findings to the County.

3. **Section 9 – Covered Products Maintenance:** Add the following sentence under the heading of Part Availability:
As stated in the RFP, Mitel guarantees spare part availability for 7 years following the installation.

4. **Section 10 - Support for Non Covered Issues (Professional Services) –** Substitute the following for the 6th bullet item:
Upgrading systems to a new release of software except as provided herein.

5. **Section 51 – Payment and Taxes:** Delete this Section and replace with the following:
The term of this Agreement shall be for a five (5) year period commencing from the Effective Date of this Agreement. The Yearly Fee as defined in Charges will be invoiced to the County 30 days prior to the anniversary of the Acceptance Date and is considered due on or before the anniversary of the Acceptance Date, unless terminated in writing as provided herein. Either party may terminate this Agreement at the end of the initial or any billing period only, by giving the other party written notice of termination thirty (30) days prior to any annual anniversary date.

6. **Section 54 – Payment and Taxes:** Delete this Section and replace with the following:
For the 5 year term of this Agreement, the fees for the Covered Products shall not increase. If additional products are added to the system, appropriate fees will be added to this Agreement prior to the Agreement's yearly billing period and for subsequent years billing periods. Subject to termination of this Agreement in accordance with the provisions of the Term and Termination Sections, Customer agrees to pay the then appropriate price as set forth in the relative invoice for renewal.

Date 10/5/2010
Initials Douglas County _____
Initials TRI-TEC _____