# COUNTY DEPARTMENT AGENDA REQUEST

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| Department: | Information Systems | Presenter(s): | Nina Madrid, if needed |
| Meeting Date: | Thursday, May 28, 2009 | Type of Request: | Consent |

Wording for the Agenda:

Approval of staff's request to renew the Annual Support Agreement with Data Voice, Inc. for telecommunications equipment and software at a cost of $39,996.

Background/History/Details:

In 2002 Fayette County sent out an RFP for the Telecommunications System of the new Justice Center and Jail Expansion. In 2007 another RFP was sent out to upgrade the Telecommunications Systems for McDonough Road and the Stonewall Administrative Complex. Data Voice was awarded the contract for both projects. The cost of the reoccurring annual maintenance was requested in both RFP's and was provided in the proposals by the vendor. This support agreement renewal will include the added cost of the McDonough Road and Stonewall sites since the initial one year warranty on the equipment for those sites has expired. The agreement will provide support from July 1, 2009 until June 30, 2010, unless thirty days written notice to terminate is given by either party prior to the termination date.

Data Voice has agreed to absorb the cost of support for two additional items that have been added to the County's Telecommunication Systems; the Mitel 3300 Software Assurance and 6010 Teleworker Software support, for a savings of $2,400 per year. They have also agreed to reduce the annual cost of support from their original proposals by $3,000 and provide a credit of $500 for remote programming fees, for a total savings of $5,900.

The annual cost for their support services is $39,996, to be paid quarterly. Data Voice is a Mitel Platinum Dealer authorized to sell and support our systems, has provided excellent service to the County for the past seven years, and is very knowledgeable in the configuration and programming of our systems.

What action are you seeking from the Board of Commissioners?

Authorization for the Chairman to execute the one year agreement with Data Voice, Inc. for the support of Fayette County's Telecommunications equipment and software.

If this item requires funding, please describe:

The cost figures for the annual support agreement have been given to the Finance Department and are included in the FY2010 budget.

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| Has this issue come before the Commissioners in the past? | No | If so, when? | |
| Do you need audio-visual for the presentation? | | Back-up Material Submitted? | Yes |

## STAFF USE ONLY

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| Approved by Finance | Yes | Reviewed by Legal | Yes |
| Approved by Purchasing | Yes | Approved by County Clerk | Yes |
| Administrator's Approval | Yes | | |

Staff Notes:

# SUPPORT AGREEMENT


CUSTOMER Numbers 2284,2345,2411,2413,2343,2347
Effective Date **7/1/09**

This Support Agreement ("Agreement") is made by and between **DATA VOICE, INCORPORATED,** a Georgia corporation, with offices at 5201-C Brook Hollow Parkway, Norcross, GA 30071 ("DATA VOICE") and **FAYETTE COUNTY, GEORGIA** a political subdivision of the State of Georgia, with offices at 140 Stonewall Avenue, Suite 101, Fayetteville, Georgia 30214 ("CUSTOMER") for the following equipment and locations.

**Justice Center, Jail, and Sheriff's Office**

| | | |
|---|---|---|
| PAVT1016-08051-00 | D/240-T1 CTBUS 24 PORT PCI CARD | 2.00 |
| PAVT1019-03020-32 | CAPTARIS 32 PORT CALLXPRESS UNIFIED | 1.00 |
| PAVT1019-03162-00 | CALLXPRESS UNIFIED MESSAGING FOR MS | 1.00 |
| PAVT1024-03203-00 | CALLXPRESS 7.X USB SECURITY DONGLE | 1.00 |
| PAVT1024-03914-00 | INITIAL 4 PORT CALLXPRESS UM 7.7 UPGRADE | 1.00 |
| PAVT1024-03916-00 | ADDITIONAL 4 PORTS - CALLXPRESS UM 7.7 | 1.00 |
| PAVT2000-00000-05 | RIGHTFAX ADDITIONAL FAX CHANNEL | 6.00 |
| PAVT2000-87004-00 | RIGHTFAX 8.7 GATEWAY FOR MS EXCHANGE | 1.00 |
| PAVT2050-87090-00 | RIGHTFAX 8.7 BUSINESS SERVER UPGRADE | 1.00 |
| PAVT2125-10104-00 | TR114+uP4L FOUR CHANNEL LOOP START FAX | 2.00 |
| PCAB10.4PR.CAT5.BLU | 10 FOOT CATEGORY 5 BLUE PATCH CORD | 57.00 |
| PCAB10M.2F.SC.ST | 10 METER FIBER CABLE SC-ST CONNECTORS | 12.00 |
| PCAB25CX25 | 25' FEMALE HANGOFF CABLE, 25 PAIR | 42.00 |
| PCAB25PX25 | 25 PAIR, 25' MALE ENDED HANGOFF CABLE | 2.00 |
| PCAB3M.2F.ST | 3 METER FIBER CABLE ST-ST | 4.00 |
| PCABATDB9F-8 | RJ45 TO DB9F ADAPTER | 1.00 |
| PCABATDB9M-8 | RJ45 TO DB9M ADAPT | 2.00 |
| PCABATRA8F | RJ45 TO DB25F ADAPTER | 3.00 |
| PCORL-H4DU-25-BK | 25'H/S CORD-BLACK | 6.00 |
| PDEM50004894 | 5224 IP PHONE DARK | 1.00 |
| PMI2MC330AB | MITEL NETWORKS SX 2000 LIGHT DIGITAL | 14.00 |

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|---|---|---|
| PMIS017-739-10 | PINNACLE 1000 UPS TOWER | 1.00 |
| PMIS017-739-20 | PINNACLE 2000 UPS TOWER | 3.00 |
| PMIS033-739-10 | PINNACLE 1000 TOWER BATTERY PACK | 1.00 |
| PMIS033-739-20 | PINNACLE 2000 TOWER BATTERY PACK | 3.00 |
| PMIS07-00-03411 | PC ANYWHERE HOST AND REMOTE | 1.00 |
| PMIS30900000 | USB EXTERNAL MODEM | 3.00 |
| PMIS31420-700 | RACK PANEL ADAPTER (3.46") BLACK | 1.00 |
| PMIS398722 | CARBON COPY | 2.00 |
| PMIS476002 | PREMIER 7020 SINGLE LINE TELEPHONE | 15.00 |
| PMISCH-BT1 | CHIME 90 DB - COVERS 1000 TO 5000 SQ FT | 1.00 |
| PMISCOMPAQPROLIANT | COMPAQ PROLIANT ML 370 G3 INTEL XEON | 1.00 |
| PMISDVMDF | MAIN DISTRIBUTION FRAME AND | 1.00 |
| PMISDVPCPENTIUM4/20 | PENTIUM 4 PLATFORM WITH WIN 2000 SERVER, | 1.00 |
| PMISDVPENTIUMIII | PENTIUM III PLATFORM WITH WINDOWS NT | 1.00 |
| PMISEHN408-0010 | PREMIUM KVM CPU CABLE (10 FT) | 3.00 |
| PMISEXP2241 | UNIDEN EXP2241 2.4 GHz CORDLESS | 22.00 |
| PMISOR808004922 | 24 PORT, 6 PAIR, 4 CONDUCTOR PATCH PANEL | 1.00 |
| PMISP5E24B19E | 24 PORT CATEGORY 5E PATCH PANEL | 1.00 |
| PMISSCS200 | LANTRONIX 2 PORT SECURE CONSOLE SERVER | 1.00 |
| PMISSW626A-R2 | PERSONAL SERVSWITCH 4 PORT | 1.00 |
| PMISSWLOCKBOX | SOFTWARE LOCK BOX | 2.00 |
| PMIST5583 | ESPIRIT 108 STYLE KEYBOARD | 1.00 |
| PMIST8103 | ESPIRIT 5510 TERMINAL WHITE | 1.00 |
| PMISUSR5686D | 56K EXTERNAL MODEM | 2.00 |
| PMIT50000402 | MITEL NETWORKS SUPERSET 4025 DARK NON | 277.00 |
| PMIT50001184 | MITEL NETWORKS LIGHTWARE 31 SOFTWARE | 1.00 |
| PMIT50001266 | MITEL NETWORKS 3300 UNIVERSAL ANALOG | 1.00 |
| PMIT50001270 | MITEL NETWORKS 3300 UNIVERSAL NETWORK | 1.00 |
| PMIT50002417 | MITEL NETWORKS 5230 IP APPLIANCE (PDA | 1.00 |
| PMIT50002818 | MITEL NETWORKS 5220 IP PHONE DARK GREY | 45.00 |
| PMIT50002820 | MITEL NETWORKS 5240 IP APPLIANCE DARK | 4.00 |
| PMIT50002922 | MITEL NETWORKS 3300 10 PACK, CISCO | 5.00 |
| PMIT50002971 | MITEL NETWORKS 3300 CONTROLLER (700 | 1.00 |
| PMIT50002974 | MITEL NETWORKS 3300 RELEASE 3.2 BASE | 1.00 |
| PMIT50002976 | MITEL NETWORKS MN 3300 POWER CORD PACK | 1.00 |
| PMIT50002979 | MITEL NETWORKS 3300 QUAD DSP | 1.00 |
| PMIT50004800 | 6000 MAS RELEASE 6.1 SOFTWARE | 1.00 |
| PMIT52000260 | MITEL NETWORKS SX 2000 LIGHT T1 II (DS1) | 2.00 |
| PMIT52000380 | MITEL NETWORKS T1 II MSDN NETWORK | 1.00 |
| PMIT53001220 | MITEL NETWORKS 6010 TELEWORKER SOLUTION | 1.00 |
| PMIT54000291 | MITEL NETWORKS 3300 1 IP USER LICENSE | 60.00 |
| PMIT54000294 | MITEL NETWORKS 3300 1 IP DEVICE LICENSE | 60.00 |
| PMIT54000303 | MITEL NETWORKS 3300 NETWORK LINK LICENSE | 1.00 |
| PMIT54000450 | MITEL NETWORKS SX2000 LIGHT FEATURE | 1.00 |
| PMIT54000510 | MITEL NETWORKS SX2000 LIGHT FEATURE | 1.00 |
| PMIT54000650 | MITEL MN 3300 COMPRESSION LICENSE (8 | 1.00 |
| PMIT9125-100-270-NA | MITEL NETWORKS SX 2000 LIGHT PRI | 2.00 |
| PMIT9125-533-002-NA | 2ND DIGITAL LINK SOFTWARE OPTION | 1.00 |
| PMIT9125-533-003-NA | 3RD DIGITAL LINK SOFTWARE OPTION | 1.00 |
| PMIT9125-533-004-NA | 4TH DIGITAL LINK SOFTWARE OPTION | 1.00 |
| PMIT9125-533-005-NA | 5TH DIGITAL LINK SOFTWARE OPTION | 1.00 |

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|---|---|---|
| PMIT9125-533-006-NA | 6TH DIGITAL LINK SOFTWARE OPTION | 1.00 |
| PMIT9125-533-007-NA | 7TH DIGITAL LINK SOFTWARE OPTION | 1.00 |
| PMIT9125-533-008-NA | 8TH DIGITAL LINK SOFTWARE OPTION | 1.00 |
| PMIT9132-001-200-NA | MITEL NETWORKS SUPERSET 4001 DARK GREY | 136.00 |
| PMIT9132-025-200-NA | MITEL NETWORKS SUPERSET 4025 DARK GREY | 16.00 |
| PMIT9141-110-300-NA | MITEL NETWORKS DATASET 1103 | 1.00 |
| PMIT9148-000-039-NA | MITEL OPS MANAGER SYSTEM MANAGEMENT | 1.00 |
| PMIT9150-500-399-NA | FLOPTICAL DISK | 2.00 |
| PMIT9189-000-401-NA | MITEL NETWORKS SX 2000 LIGHT | 2.00 |
| PMIT9400-200-116-NA | MITEL NETWORKS SX 2000 LIGHT PERIPHERAL | 5.00 |
| PMIT9400-200-124-NA | MITEL NETWORKS SX 2000 LIGHT DSU NODE | 2.00 |
| PMIT9400-200-163-NA | MITEL SX2000 LIGHT REDUNDANT CONTROL | 1.00 |
| PMIT9401-000-024-NA | MITEL NETWORKS MUSIC ON HOLD/PAGE UNIT | 1.00 |
| PMITMC320FA | MITEL SX2000 LIGHT ONS LINE CARD | 9.00 |
| PMITMC330AB | MITEL NETWORKS SX 2000 LIGHT DIGITAL | 18.00 |
| PMITMC340BA | MITEL NETWORKS SX 2000 LIGHT LOOP | 2.00 |
| PMITMFRD-A-18 | MITEL NETWORKS SX 2000 LIGHT LARGE | 1.00 |
| PMITMSA-A-08 | MITEL NETWORKS SX 2000 LIGHT TRAFFIC | 1.00 |
| PMITMSA-A-09 | MITEL NETWORKS TRUNK BUSY STATUS | 1.00 |
| PMITMSA-A-11 | MITEL NETWORKS SX 2000 LIGHT ADVANCED | 1.00 |
| PMITMSA-A-12 | MITEL NETWORKS SX 2000 LIGHT MAIN | 1.00 |
| PMITMSA-A-20 | MITEL NETWORKS SX 2000 LIGHT ANSWER PLUS | 1.00 |
| PMITMSA-A-34 | MITEL NETWORKS SX 2000 LIGHT INTERNAL | 1.00 |
| PMITMSA-A-45 | MITEL NETWORKS SX 2000 LIGHT DSS/BLF | 1.00 |
| PMITMSA-A-49 | MITEL NETWORKS SX 2000 LIGHT EMERGENCY | 1.00 |
| PMITMTCL-A-20 | MITEL NETWORKS SX 2000 LIGHT 640 | 1.00 |
| PONE350-032 | ONEAC GROUND BAR | 1.00 |
| PONE568308 | 6-AP CENTRAL OFFICE LINE PROTECTOR | 16.00 |
| PPOMMC320EA | MITEL SX2000 LIGHT ONS LINE CARD | 1.00 |
| PPOMMC340BA | SX2000 LIGHT LS/GS TRUNK CARD | 1.00 |

**Falcon Field Airport**

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|---|---|---|
| 50004894 | 5224 IP Phone, Dual Mode | 2 |

**Parks and Recreation**

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|---|---|---|
| PMIT50003791 | MITEL NETWORKS 5220 IP PHONE, DUAL MODE, | 6.00 |
| PMIT50004197 | MITEL NETWORKS LINE INTERFACE MODULE | 3.00 |

**Crosstown Water Plant**

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|---|---|---|
| PI4I2CHANNEL | I4 2-CHANNEL IP NETWORKING LICENSE | 1.00 |
| PI4I50000925 | COMPRESSION RESOURCE LICENSE (ONE | 2.00 |
| PI4I50003457 | ISERIES EXECUTIVE DISPLAY IP TELEPHONE, | 13.00 |
| PI4I50004261 | I4 INCLUDES: 6 LS/CLASS TRUNKS, 2 ONS, | 1.00 |
| PI4I50004262 | I4 ANALOG OPTION CARD | 1.00 |
| PI4I50004372 | DUAL DSP | 1.00 |

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|---|---|---|
| PI4I54000929 | 2ND ETHERNET PORT | 1.00 |
| PMIS721024 | 89B BRACKETT | 1.00 |
| PMIS771141 | 66M1-50 BLOCK | 1.00 |
| PONE350-032 | ONEAC GROUND BAR | 1.00 |
| PONE6-AP | ONLINE 6 SERIES ANALOG PROTECTOR FOR CO | 9.00 |

**Animal Control**

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|---|---|---|
| PCAB10.4PR.CAT5.BLU | 10 FOOT CATEGORY 5 BLUE PATCH CORD | 3.00 |
| PCABATDB9F-8 | RJ45 TO DB9F ADAPTER | 1.00 |
| PCABATDB9M-8 | RJ45 TO DB9M ADAPT | 1.00 |
| PCABATRA8F | RJ45 TO DB25F ADAPTER | 1.00 |
| PCABATRA8M | RJ45 TO DB25M ADAPTER | 1.00 |
| PCOR466007 | 7' BASE (LINE) CORD, 4 CONDUCTOR | 8.00 |
| PMISSCS200 | LANTRONIX 2 PORT SECURE CONSOLE SERVER | 1.00 |
| PMISSWLOCKBOX | LOCK BOX | 1.00 |
| PMISUSR5686D | 56K EXTERNAL MODEM | 1.00 |
| PMIT50003791 | MITEL NETWORKS 5220 IP PHONE, DUAL MODE, | 4.00 |
| PMIT50004197 | MITEL NETWORKS LINE INTERFACE MODULE | 3.00 |
| PMIT52001151 | MITEL NETWORKS IP PHONE LICENSE (USER & | 4.00 |
| PMIT52001874 | MITEL NETWORKS 3300 CX CONTROLLER | 1.00 |
| PMIT54000297 | MITEL NETWORKS 3300 SINGLE MAILBOX | 8.00 |
| PMIT54000297 | MITEL NETWORKS 3300 SINGLE MAILBOX | 8.00 |
| PMIT54001490 | 3300 TENANTING OPTION | 1.00 |
| PMITPDPH6012/AC48 | MITEL NETWORKS 12 PORT POWER DSINE | 1.00 |
| PONERM-10 | ONEAC 10 PORT SURFACE MOUNT BASE UNIT | 1.00 |
| PONERM-AP11 | RM-AP11 PROTECTOR | 6.00 |
| PONERM-AP11 | RM-AP11 PROTECTOR | 3.00 |

**Water System/Public Works/B&G**

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|---|---|---|
| 50005080 | 3300 Mxe Controller | 1.00 |
| 50005084 | MXe AC Power Supply | 1.00 |
| 50005452 | 3300 2 Pack Hard Drive FRU | 1.00 |
| 50005086 | MXe RAID Sub-System | 1.00 |
| 50005087 | MXe Processor | 1.00 |
| 54002537 | 3300 Gateway Software Package (200 devices) | 1.00 |
| | INCLUDE(S):<br>54000540 - 3300 IP Networking License (Qty 1)<br>NOTE(S):<br>Supports a maximum of 200 devices | |
| 50002976 | Power Cord Pack (Qty 3); NA | 1.00 |
| 50003560 | Embedded Digital Trunk Module | 1.00 |
| 50002979 | ICP Quad DSP Card | 1.00 |
| 50001754 | 5485 IP Paging Unit | 1.00 |
| 51002525 | 3300 Phone Power Dongles (6 Pack) | |
| 50003734 | 3300 Power Dongle Rev 2 (10 Pack) | 3.00 |
| 54000303 | 3300 Network Link License | 1.00 |
| 54000860 | 3300 Advanced Voicemail Option | 1.00 |

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| 54001130 | 3300 Voicemail Networking Option | |
| 54001490 | 3300 Tenanting Option | 1.00 |
| 52001151 | 3300 IP Phone License | 60.00 |
| 54000297 | 3300 Mailbox License | 75.00 |
| 54000300 | 3300 ACD Agent License | 1.00 |
| 50002815 | 5201 IP Phone Dark Grey | 2.00 |
| 50004894 | 5224 IP Phone, Dual Mode | 32.00 |
| 51008924 | Management Access Point EM GBL | |
| 51008926 | Management Access Point EMSU GBL | |

**Administrative Complex / Library**

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|---|---|---|
| 50005080 | 3300 Mxe Controller | 1.00 |
| 50005084 | MXe AC Power Supply | 1.00 |
| 50005452 | 3300 2 Pack Hard Drive FRU | 1.00 |
| 50005086 | MXe RAID Sub-System | 1.00 |
| 50005087 | MXe Processor | 1.00 |
| 54002764 | 3300 Integrated Software Package (500 devices) | 1.00 |
| | INCLUDE(S): | |
| | 54000291 3300 User licence (Qty 8) | |
| | 54000294 3300 Device licence (Qty 8) | |
| | 54000297 3300 Voicemail licence (Qty 8) | |
| | 54000303 3300 Network link licence (Qty 1) | |
| | NOTE(S): | |
| | Supports a maximum of 500 devices | |
| 50002976 | Power Cord Pack (Qty 3); NA | 1.00 |
| 50003560 | Embedded Digital Trunk Module | 1.00 |
| 50002979 | ICP Quad DSP Card | |
| 50001754 | 5485 IP Paging Unit | |
| 54000540 | 3300 IP Networking License | 1.00 |
| 54000860 | 3300 Advanced Voicemail Option | 1.00 |
| 54001130 | 3300 Voicemail Networking Option | |
| 54001490 | 3300 Tenanting Option | 1.00 |
| 52001151 | 3300 IP Phone License | 242.00 |
| 54000297 | 3300 Mailbox License | 340.00 |
| 50004894 | 5224 IP Phone, Dual Mode | 230.00 |
| 51008924 | Management Access Point EM GBL | |
| 51008926 | Management Access Point EMSU GBL | |

1. **RATES**: Rate for support services will be at a discounted rate of $3,333.00 per month, payable quarterly in advance. 3300 Software Assurance for Fayette County Water, Fayette County Stonewall and 6010 Teleworker for Fayette County will be offered to you FREE of charge saving you $2400.00 per year. Data Voice will also issue a $500.00 credit on your account at time of renewal for any Remote Programming Fees incurred. Failure to pay invoices when due may result in suspension of support services and termination of this agreement. DATA VOICE reserves the right to suspend all service to the CUSTOMER if any invoices for goods or work performed are outstanding in excess of 30 days of invoice date.
2. **TERM**: This agreement will commence on the effective date and will expire on June 30, 2010 unless terminated by either party giving written notice of said termination thirty (30) days prior to termination. The agreement may be renewed each year at CUSTOMER'S option for a renewal period of one (1) year subject to the availability of budgetary funds.
3. **EQUIPMENT**: Support services will be provided on the above listed equipment.

4. **ROUTINE SERVICE**: Response will be rendered typically within 4 hours, but not to exceed 24 hours. (between 8 AM to 5 PM regular work days)
5. **EMERGENCY SERVICE**: Response will be rendered typically within 1 hour, but not to exceed 2 hours. (between 8 AM to 5 PM regular work days). After hours, or on holidays and weekends, emergency service is available for an additional labor charge.
6. **PARTS**: All defective parts caused by normal wear and use will be repaired or replaced by DATA VOICE, Incorporated.
7. **PREVENTIVE MAINTENANCE**: Preventive maintenance will be performed as set forth in the manufacturer's specifications.
8. **ITEMS NOT COVERED**: Expressly excluded from the service provided for under this Agreement are: Repair or service for damages to or failure of the Equipment resulting from Carrier Services failure or lack of Carrier Service, CUSTOMER'S LAN or Host, CUSTOMER provided parts or materials, CUSTOMER data entry, CUSTOMER'S failure to maintain the environmental or electrical conditions as recommended by the manufacturer, CUSTOMER provided software, power surges or dirty power, any additional Equipment provided by other than DATA VOICE, misuse, negligence by anyone other than DATA VOICE, tampering, accident, abuse, fire, flood, wind, act of God or public enemy, wiring, repair, or alteration by anyone other than DATA VOICE, any programming by anyone other than DATA VOICE, or CUSTOMER without DATA VOICE'S prior written approval; damages caused by Equipment or lines of the host telephone Equipment, parts which have been damaged or consumed by pests or domestic animals, or lost or stolen and any other repairs, replacement, or maintenance, except repairs, replacement or maintenance resulting from other than normal use of the Equipment. Repairs necessitated by any of the above excluded causes shall be made by DATA VOICE if so requested by CUSTOMER and CUSTOMER agrees to pay DATA VOICE for such repairs at the applicable rate. Replacement batteries (for any system related components including battery backup), headsets, user guides, and telephone set designation labels are not covered.
9. **ADDITIONAL MOVE, ADD OR CHANGE SERVICES**: DATA VOICE shall relocate, rearrange, add to, or remove Equipment, or do programming changes only at the request of the CUSTOMER who agrees to pay appropriate charges in accordance with DATA VOICE'S then current rates for such services.
10. **ENVIRONMENT**: CUSTOMER agrees to provide the proper operating environment for the equipment per DATA VOICE and the manufacturer's recommendations. CUSTOMER agrees and understands that lack of the proper environment may result in damage or failure of the electronic components of the equipment and that such damage or failure is NOT covered under this agreement.
11. **ELECTRICAL REQUIREMENTS**: CUSTOMER agrees to provide the necessary electrical outlet(s) on separate circuit(s) per DATA VOICE and the manufacturer's recommendations. The CUSTOMER also understands and agrees that such electrical power shall be within the tolerances recommended by DATA VOICE and the manufacturer and that the failure to provide power within these tolerances may result in damage, failure or malfunction of the equipment, which is NOT covered under this agreement.
12. **RIGHT TO ASSIGN OR SUBCONTRACT OR TRANSFER**: DATA VOICE shall have the right to assign or subcontract this agreement in full or in part. Should the contract or proceeds therefrom be assigned by DATA VOICE, then the proceeds of the contract will be paid to DATA VOICE or its assignee without off-set.
13. **EQUIPMENT CHANGES**: The monthly charges for support will be based upon the equipment listed above. As the type or quantity of this equipment increases or changes, or decreases, the monthly charges will be changed accordingly. This change in monthly charges will occur on the renewal date of this agreement (July 1, 2010) and will be according to a new schedule showing a listing of equipment in use by you as of that date.
14. **RATE INCREASES**: Subject to Section 13 above, DATA VOICE agrees that increases in the support charges under this contract will not exceed the percentage increase indicated by the "Consumers Price Index" or proportionate increases in DATA VOICE parts, labor and overhead costs. The "Consumer Price Index" is the U.S. Average as published in the "Monthly Labor Review" of the Bureau of Labor. Statistics of the U.S. Department of Labor.
15. **ACCESS**: DATA VOICE shall have full access to all equipment to be serviced hereunder in order to carry out the provisions of this agreement
16. **NO OTHER AGREEMENTS**: The provisions contained herein constitute all of the terms and conditions of this agreement and supersede any and all prior statements and understanding, written or oral. This contract is not

binding upon DATA VOICE until accepted and approved by an officer of DATA VOICE and the initial payment is made.

**FAYETTE COUNTY ACCEPTANCE:**

This agreement is hereby executed on

Date_____

By_____

Print Name_____

Title_____

**DATA VOICE, INC ACCEPTANCE**

This agreement is not valid until executed by an Officer of DATA VOICE, INC.

Date_____

Account Executive_____

DATA VOICE Authorized Signature_____

Title_____