

THIS DOCUMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH SHORETEL, INC. ("SHORETEL") AGREES TO PROVIDE SHORECARE ENTERPRISE SUPPORT SERVICES ("ENTERPRISE SUPPORT") TO YOU ("CUSTOMER") FOR YOUR SHORETEL IP VOICE COMMUNICATION SYSTEM.

1.0 Definitions

- 1.1 After-Hours. All hours that are not included in On-Hours.
- 1.2 Business Day. Monday through Friday, excluding holidays as determined by ShoreTel.
- 1.3 On-Hours. 24 hours a day, Monday through Friday.
- 1.4 System. The ShoreTel IP Voice Communication System.
- 1.5 International. Any ShoreTel product installed in a country other than the United States of America is defined as an International Deployment. Unless otherwise agreed to in writing and signed by ShoreTel and Customer, ShoreCare support is only available for ShoreTel products in countries where ShoreTel products are certified for use by ShoreTel. Customer acknowledges that ShoreTel may not nor is obligated under this Agreement to have a local service or sales presence in any particular foreign country. This extends to but is not limited to service centers, replacement part stocking locations, and training centers.
- 1.6 Term. The period for which a Customer has paid ShoreTel for Enterprise Support.

2.0 Installation

- 2.1 Network Readiness. ShoreTel recommends a network assessment prior to installing the System. This assessment need not be a ShoreTel assessment. Support assistance, which in ShoreTel's judgment could have been avoided by an assessment, will be billed at ShoreTel's standard hourly rates.
- 2.2 Installation and Configuration. An installation plan is essential for a successful installation of the ShoreTel System. To ensure a successful installation, assessment and planning support may be purchased for the price set forth on ShoreTel's then current price list. In the event Customer elects to perform a system installation without on-site installation assistance or remote installation assistance from ShoreTel, and supplemental assistance is required from the ShoreTel Technical Assistance Center ("TAC"), Customer may be charged an hourly rate set forth on ShoreTel's then current price list for installation services. In the event that installation assistance requested by the Customer is ultimately determined by ShoreTel to be directly attributable to third party issues, (e.g., telco, network configuration, cabling, DHCP configuration), ShoreTel will charge the Customer an hourly rate, set forth on ShoreTel's then current price list.

3.0 Support

- 3.1 Authorized Contacts. Enterprise Support only permits specific Customer employees ("Authorized Contacts") to engage ShoreTel's TAC. The Authorized Contacts may contact the TAC by logging on to the ShoreCare web site, sending e-mail, or by telephone. The number of specific Authorized Contacts Customer may designate and Customer's entitlements to TAC services are identified in Exhibit A – ShoreTel ShoreCare Service Program Data Sheet.
- 3.2 Third Party Product Issues. In the event that product issues assigned to ShoreTel are ultimately defined as third party issues the Customer may be charged an appropriate hourly rate from ShoreTel's then current price list for ShoreTel's efforts.
- 3.3 On Line Support. Each Authorized Contact, shall be provided with a unique user account for the ShoreTel ShoreCare web site. Accessibility to individual areas of the ShoreCare web site is identified in Exhibit A – ShoreTel ShoreCare Service Program Data Sheet.

3.4 Telephone Support. Telephone Support is available during On-Hours. Any provisions for After-Hour or Holiday support are outlined in Exhibit A – ShoreTel ShoreCare Service Program Data Sheet. For International Deployments, unless otherwise agreed to in writing and signed by ShoreTel and Customer, services identified in Exhibit A – ShoreTel ShoreCare Service Program Data Sheet, are available during ShoreTel On-Hours.

3.5 ShoreGear® Switch Hardware Support. ShoreGear switch support includes the support described above in paragraphs 3.3 and 3.4 plus advanced exchange, overnight replacement of failed ShoreGear switch units. Requests for overnight replacement requests must be received by no later than 2:00pm Pacific Time. Entitlement to hardware replacements and replacement hardware delivery commitments are outlined in Exhibit A – ShoreTel ShoreCare Service Program Data Sheet. For International Deployments, unless otherwise agreed to in writing, the Hardware Maintenance Advanced Exchange Service identified in Exhibit A – ShoreTel ShoreCare Service Program Data Sheet, shall be delivery via reasonable efforts utilizing a commercially expedient shipping method available at the time the part replacement is requested by Customer.

3.6 ShorePhone® IP Telephone Hardware Support. ShorePhone IP telephone support includes the support described in paragraphs 3.3 and 3.4 plus advanced exchange replacement of failed ShorePhone IP telephone units. Replacement delivery is via ground delivery service. Requests for expedited replacement may be made and is subject to ShoreTel's then current expedite fee. Overnight delivery may be requested. Requestor is responsible for all overnight shipping fees and charges. Overnight replacement requests must be received by no later than 2:00pm Pacific Time. Entitlement to hardware replacements and replacement hardware delivery commitments are outlined in Exhibit A – ShoreTel ShoreCare Service Program Data Sheet. For International Deployments, unless otherwise agreed to in writing, the Hardware Maintenance Advanced Exchange Service identified in Exhibit A – ShoreTel ShoreCare Service Program Data Sheet, shall be delivery via reasonable efforts utilizing a commercially expedient shipping method available at the time the part replacement is requested by Customer.

3.7 Response Standards. Response standards define the level of support that can be expected by Customer. ShoreTel's commitments surrounding these standards are defined in Exhibit A – ShoreTel ShoreCare Service Program Data Sheet.

3.8 On-Site Services. On-site support services are beyond the scope of Enterprise Support and are available and may be purchased for the price set forth on ShoreTel's then current price list.

4.0 Training

- 4.1 System Administration and Trainer Training. Enterprise Support includes web-based System Administrator training for up to eight students. Attendees shall be a) Authorized Contacts and b) the Customers Help Desk employees who are typically System Administrators and/or trainers.
- 4.2 End User Training. Enterprise Support includes web-based end-user training sessions for up to sixteen students. Attendees shall be a) Authorized Contacts and b) end users, key operators, and others as specified by the Customer.
- 4.3 Other Training. Computer-based training courses may be made available as a download from ShoreTel's ShoreCare website. Other training courses are available for purchase.

5.0 Software and Hardware

5.1 Software Updates and New Releases. During the Term, Customers will receive new software releases and applicable software maintenance updates as defined in Exhibit A – ShoreTel ShoreCare Service Program Data Sheet. Installation of such software releases and updates is not included as part of Enterprise Support and is the responsibility of the Customer. Software support does not entitle the Customer to new software that is designed to add additional applications or to provide functions that were not included in the software originally licensed. Such new software may be licensed separately from ShoreTel.

5.2 Hardware Updates. During the Term, in the event ShoreTel deems it necessary to issue critical Engineering Change Orders, (“ECO’s”), Customers will receive a replacement ShoreTel switch with those ECO’s installed. The installation of replacement ShoreTel switches is not included as part of Enterprise Support and is the responsibility of the Customer.

5.3 No Installation or Delay. The Customer may elect to not install or to delay the installation of ShoreWare System software or ShoreGear updates. If the Customer elects not to install two successive updates of either hardware or software, Customer will be subject to an update charge or may incur additional charges for support due to the additional costs associated with supporting older versions of the product

6.0 Customer Responsibilities

6.1 Help Desk. Customer shall establish their Help Desk as the support interface with ShoreTel. Employees who bypass the Help Desk will be referred back to the Customer’s Help Desk by ShoreTel’s TAC staff.

6.2 Authorized Contacts. Customer shall designate specific ShoreTel Authorized Contacts within their Help Desk. Prior to contacting the ShoreTel TAC for system assistance, each Authorized Contact will receive initial ShoreTel product training and updated training as specified in Section 4.1. Customer shall maintain the responsibility of notifying ShoreCare Contract Administration via fax, mail, or email in the event changes to the Customer’s previously designated Authorized Contacts are required.

6.3 On Site Contacts. In situations in which the Customer has multiple locations, Customer shall provide at least one individual per location to work with ShoreTel personnel to resolve cases if initial efforts to resolve the incident with the Customer’s Help Desk are unsuccessful. These contacts can be system administrators and/or trainers that have received training per Section 4.1.

6.4 Latest Release. Customer shall maintain all ShoreTel hardware and software within two versions of current release level including ShoreGear held as replacement parts. Installation of new software and hardware is the Customer’s responsibility and will be installed in accordance with ShoreTel’s specifications. Installation support for subsequent hardware and software purchases and/or releases are available as professional services and are priced separately.

6.5 Access. ShoreTel reserves the right to remotely access Customer’s system to a) review the final installation for quality assurance purposes, b) provide remote installation support, and/or c) for system auditing and license compliance reviews. Customer may elect to provide this access to the ShoreTel IP Voice Communication System server as well as any remote control software on the server as specified by ShoreTel; provided, however, that if Customer does not elect to provide remote access, ShoreTel shall charge Customer fees for on-site access in accordance with ShoreTel’s then-current price list.

6.6 Maintenance of Systems. Customer shall maintain the switch room cable plant, ShoreTel server, including software updates, client PC’s, LAN/WAN equipment, telephone sets, and all other third party products or applications.

7.0 Term and Termination.

7.1 Renewal. At the end of the initial Term, Customer may renew Enterprise Support for an additional Term specified by the Customer at the time of renewal. Renewal pricing is based on product list price at the time of purchase and at ShoreTel’s then current list price for Enterprise Support.

7.2 Termination. Either party may terminate Enterprise Support upon 30 days’ prior written notice to the other.

8.0 Pricing and Payment Terms

8.1 Price. Unless otherwise agreed by ShoreTel and Customer in writing, pricing for Enterprise Support is based on pricing set forth on ShoreTel’s then current price list.

8.2 Add-On Purchases. Support for all add-on purchases will be billed at the time of shipment, pro-rated for the remaining Term, and at the rate on ShoreTel’s then current price list for Enterprise Support. All applicable taxes, if any, will be billed at the time Enterprise Support charges are invoiced.

9.0 Limited Warranty. ShoreTel shall use its reasonable, best efforts to provide the Enterprise Support services defined herein and warrants that such services shall be performed in a professional manner. ShoreTel will make available a list of supported hardware platforms, operating systems, database versions, and other third party software products for both the ShoreWare server software and ShoreWare client software and this warranty covers only the configurations set forth in the list. This warranty is contingent upon Customer’s adherence to these supported configurations and following the proper installation and support practices and procedures in which the System was intended. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, SHORETEL MAKES NO WARRANTIES OR CONDITIONS ON THE PRODUCTS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SHORETEL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

10.0 Unauthorized Equipment. It is ShoreTel’s policy to not extend ShoreCare support or provide software for any ShoreTel equipment purchased from an unauthorized third party.

11.0 Limitation of Liability. IN NO EVENT SHALL SHORETEL’S LIABILITY UNDER, ARISING OUT OF OR RELATING TO ITS SHORECARE ENTERPRISE SUPPORT PLAN OR THESE TERMS AND CONDITIONS EXCEED THE AMOUNT PAID TO SHORETEL BY CUSTOMER FOR THE SERVICES GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL SHORETEL BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE, UNAUTHORIZED CALLS THAT MAY BE MADE USING THE SYSTEM AND CHARGED TO THE CUSTOMER, ANY TELEPHONE TOLL FRAUD, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. THE PARTIES ACKNOWLEDGE THAT THE SUPPORT CHARGES WERE DETERMINED BASED UPON THE FOREGOING LIMITATION OF LIABILITY.

12.0 Miscellaneous

12.1 Governing Law. The laws of the United States and the State of Texas, without reference to conflict of law principles govern this Agreement. Any dispute between the Customer and ShoreTel regarding Enterprise Support will be subject to the exclusive venue of the state and federal courts in the State of Texas.

12.2 Entire Agreement; Severability. These terms and conditions constitute the entire agreement between Customer and ShoreTel with respect to Enterprise Support services provided by ShoreTel and supersedes any other verbal or written communications or advertising. ShoreTel may modify these terms and conditions at anytime without notice. If any provision of these terms and conditions is held invalid, the remainder of these terms and conditions will continue in full force and effect.

12.3 Force Majeure. ShoreTel is not liable for any failure or delay in performance due to any cause beyond its control. In any event, if ShoreTel's ability to deliver services is impaired by Customer or circumstances beyond ShoreTel's control, ShoreTel may terminate Enterprise Support, in which event; Customer will receive a refund for any unused portion of the Term for which it had paid.

ShoreCare Service Agreement EXHIBIT A:

Enterprise Service Program Data Sheet:

ShoreCare Feature	Enterprise Program Provides
Technical Assistance Center (TAC)	
■ Hours of Service	7 x 24
■ After Hours	1 hour response
■ Authorized Contacts	Up to Four Contacts may be designated
ShoreCare Web Access	
■ Access the ShoreCare Web Center	Yes
■ Case Management	Yes
■ Knowledgebase	Yes
QuickStart Education Services	
Web-based End-user Training	Yes
✧ Number of Students	16
Web-based System Administrator Training	Yes
✧ Number of Students	8
Software Subscription Services	
■ Software Updates	Yes
■ Published Patches and Fixes	Yes
ShoreGear Switch Hardware Maintenance Services	
■ Extended Warranty	Yes
■ Advanced Exchange	Yes
■ Delivery Method	Next Business Day Delivery
ShorePhone IP Telephone Hardware Maintenance Services	
■ Extended Warranty	Yes
■ Advanced Exchange	Yes
■ Delivery Method ^{1,2}	Ground Delivery
	¹ Additional fee applicable for expedited handling ² Requestor responsible for shipping charges for shipping method other than ground

Evangelina Garcia

From: Josephine L. Ramirez [josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Friday, September 28, 2012 10:12 AM
To: 'Martha Salazar'
Cc: 'Evangelina Garcia'
Subject: RE:

Marty,

I have reviewed the attached agreement. The only issue would be the governing law provision – it currently states that venue is in the State of California. As we have previously discussed, Texas law requires mandatory venue in Hidalgo County, Texas. **Otherwise, I approve as to the form of the agreement.**

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
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From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, September 27, 2012 4:55 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Evangelina Garcia'
Subject: FW:
Importance: High

Hon. Ms. Josephine:
We are requesting your review and comment as to form of the attached agreement. Notes below will give you some history.
Thanks,
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, September 27, 2012 4:21 PM

To: 'Martha Salazar'
Subject: FW:

Marty:

Have you heard back from legal on this agreement. I just received a call from IT Department because they want for me to proceed. I told them that it's pending legal's approval on this agreement so as to proceed with this project.

Thank you

From: Evangelina Garcia [<mailto:evangelina.garcia@co.hidalgo.tx.us>]
Sent: Thursday, September 20, 2012 4:55 PM
To: 'Martha Salazar'
Subject:

Marty:

Attached is an agreement for legal's review as to form and it's in connection to the Hidalgo County's existing telephone system/equipment through ShoreTel utilizing DIR Contract identified as DIR-SDD-1603. This is the first time I see this agreement therefore, this is why I'm forwarding for legal's review in order to proceed ahead with IT Department's request.

Thank you

VANGIE Y. GARCIA, CONTRACT'S MANAGER
HIDALGO COUNTY PURCHASING DEPARTMENT
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NEW ADMINISTRATION BUILDING
EDINBURG, TEXAS 78539
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