



Project Scope of Work (SOW) for Williamson County

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1 Introduction

In consideration of the covenants herein contained between Cross Professional Services, herein referred to as "Cross", and Williamson County, Texas, a political subdivision of the state of Texas, herein referred to as "Customer", the parties mutually agree and enter into this Agreement ("Agreement") as follows:

1.1 Project Scope of Work (SOW)

1.1.1 Type of Project

Switch Install, AVAYA Hardware and Software Applications

1.1.2 SOW

1.1.2.1 Primary Location: Taylor

Install Server - ESS

Per Switch, Quantity: 1

Install Cabinet - G650

Per Carrier, Quantity: 1

Install CLAN

Per Card, Quantity: 1

Install Medpro

Per Card, Quantity: 1

Install IPSI

Per Card, Quantity: 1

UPS Installation

Per UPS, Quantity: 1

1st Day of Business Support

Half Day, Quantity: 1

Site Survey

Per Visit, Quantity: 1

Software Specialist Time

SS Time, Quantity: 1

Engineering Time

Engineering Time, Quantity: 1

External Technician Time

Technician Time, Quantity: 1

IP Softphone

Max of 5 Stations, Quantity: 1

1.1.2.2 Location: Cedar Park

Install Server - ESS

Per Switch, Quantity: 1

Install Cabinet - G650

Per Carrier, Quantity: 2

Install CLAN

Per Card, Quantity: 1

Install Medpro

Per Card, Quantity: 1

Install IPSI

Per Card, Quantity: 1

UPS Installation

Per UPS, Quantity: 1

1st Day of Business Support

Half Day, Quantity: 1

Site Survey

Per Visit, Quantity: 1

Software Specialist Time

SS Time, Quantity: 1

Engineering Time

Engineering Time, Quantity: 1

External Technician After Hours Time

After Hours Technician Time, Quantity: 1

1.1.2.3 Location: Round Rock

Install Server - ESS

Per Switch, Quantity: 1

Install Cabinet - G650

Per Carrier, Quantity: 2

Install CLAN

Per Card, Quantity: 1

Install Medpro

Per Card, Quantity: 1

Install IPSI

Per Card, Quantity: 1

UPS Installation

Per UPS, Quantity: 1

1st Day of Business Support

Half Day, Quantity: 1

Site Survey

Per Visit, Quantity: 1

Software Specialist Time

SS Time, Quantity: 1

Engineering Time

Engineering Time, Quantity: 1

External Technician After Hours Time

After Hours Technician Time, Quantity: 1

1.1.3 Description of Services**1. Install Server - ESS**

- Cedar Park - Per Switch, Quantity: 1
- Round Rock - Per Switch, Quantity: 1
- Taylor - Per Switch, Quantity: 1

The design is to collapse 3 remote locations onto the Georgetown R4 ACM.

The R4 ACM will have 619 more RTU's from all three locations. Total RTU's is 1897 R4 CMEE.

This si will become ESS with two G650. It will be equipped with 1 TN2312 IPSI, one TN799DP Clan and one Medpro board. The following circuit packs will be reused: two Tn2224 digital station cards, One TN793 analog cards, six TN746B analog station cards, and two TN464F DS1/T1 cards, one TN763 Aux packand one Tn799 Clan card and on TN747B Co trunk.

Cross will install one 1500VA UPS for holdover of server and gateway.

Network assessment required.

2. Install Cabinet - G650

- Cedar Park - Per Carrier, Quantity: 2
- Round Rock - Per Carrier, Quantity: 2
- Taylor - Per Carrier, Quantity: 1

3. Install CLAN

- Cedar Park - Per Card, Quantity: 1
- Round Rock - Per Card, Quantity: 1
- Taylor - Per Card, Quantity: 1

4. Install Medpro

- Cedar Park - Per Card, Quantity: 1
- Round Rock - Per Card, Quantity: 1
- Taylor - Per Card, Quantity: 1

5. Install IPSI

- Cedar Park - Per Card, Quantity: 1

- Round Rock - Per Card, Quantity: 1
- Taylor - Per Card, Quantity: 1

6. UPS Installation

- Cedar Park - Per UPS, Quantity: 1
- Round Rock - Per UPS, Quantity: 1
- Taylor - Per UPS, Quantity: 1

Cross will install the following UPS equipment: one 1500VA UPS for holdover of server and gateway.

The Cross Technician will install and/or coordinate the Cross provided Uninterruptible Power System (UPS). The Cross technician will be responsible for unpacking, installing in the rack, programming and powering up the UPS. In the event the UPS purchased is hard wired, the customer is required to get a certified electrician to install the UPS. The Cross PM/PC will provide the certified electrician with all documentation required to install the UPS.

Customer Responsibilities:

- Provide appropriate power outlet(s) for the UPS. If required the customer may need to install additional and/or new outlets
- If the UPS provided by Cross is hard wired, the customer must get a certified electrician to complete the installation

7. 1st Day of Business Support

- Cedar Park - Half Day, Quantity: 1
- Round Rock - Half Day, Quantity: 1
- Taylor - Half Day, Quantity: 1

Cross will provide help desk service on the First Day of Business (FDOB) staffed by an on-site technician with remote support from the Project Manager and Software Resource, as required. Help desk activities are performed between 8 am to 5 pm local time of the site location, Monday through Friday excluding Cross designated holidays. Additional support coverage for help desk resources can be scheduled in advance at an additional cost.

Customer Responsibilities:

- Provide location with voice terminals to serve as help desk
- Publish help desk number or e-mail address within their organization
- Provide one representative to support the help desk

8. Site Survey

- Cedar Park - Per Visit, Quantity: 1
- Round Rock - Per Visit, Quantity: 1
- Taylor - Per Visit, Quantity: 1

The Cross PM/PC will work with the customer's single point of contact to determine a schedule for your required site survey. A local Cross resource or technician will complete the site survey prior to equipment delivery. Activities may include, but are not limited to:

- Equipment room inspection

- Verification of power requirements
- Verification of electrical grounding requirements
- Verification of environmental specifications
- Validating wiring MDF and IDF/type of terminations / telecommunication demarks

9. Software Specialist Time

- Cedar Park - SS Time, Quantity: 1
- Round Rock - SS Time, Quantity: 1
- Taylor - SS Time, Quantity: 1

10hrs to merge 16 digital and 54 analog stations into the ACM 4.0 in Georgetown. SS will work with the Engineer and Tech on G650 conversion.

10. Engineering Time

- Cedar Park - Engineering Time, Quantity: 1
- Round Rock - Engineering Time, Quantity: 1
- Taylor - Engineering Time, Quantity: 1

Engineer will work with SS and Tech on G650 conversion.

11. External Technician Time

- Taylor - Technician Time, Quantity: 1

Tech will swing cables and move cards to new 650. Will work with Engineer and SS on G650 conversion.

12. IP Softphone

- Taylor - Max of 5 Stations, Quantity: 1

Cross consultant will modify the station in the PBX, then install the application at the client desktop and configure it in one of the following configurations: Road Warrior (VOIP), Telecommuter, DCP set or IP Hardphone.

13. External Technician After Hours Time

- Cedar Park - After Hours Technician Time, Quantity: 1
- Round Rock - After Hours Technician Time, Quantity: 1

1.2 Project Organization

The Cross Project Management Team is charged with leading the project implementation for the solution that the customer has purchased from start to finish. The Cross PM will bring additional Cross Resource Teams into the project and assign tasks as required by this Agreement and SOW. These additional team members will report to the Cross PM for this particular project and report all updates to the PM weekly.

1.3 Cross Project Manager/Project Coordinator Responsibilities

Cross Telecom will assign a Project Manager (PM)/ Project Coordinator (PC) who is responsible for overseeing the project from start to finish. The PM/PC will be the single point of contact (SPOC) for the customer from contract signing forward with regard to system implementation. The PM/PC will direct the implementation team to ensure the milestone dates and the requested upgrade date are met. Project Management activities will be completed remotely via teleconference. These activities may include, but are not limited to:

- Project kick-off meeting with Customer project coordinator (remote)

- Project Plan & Milestone schedule
- Environmental Specifications provided to Customer
- Equipment delivery and inventory coordination
- Managing change requests with the Cross Account Executive
- Project Status Updates (via e-mail)
- Cutover Support (remote)
- First Day of Business Support (remote)

1.4 Customer Responsibilities

The Customer will be required to assign a person who will be the single point of contact (SPOC) for the project from start to finish. Customer responsibilities will be as follows:

- Assign a Single Point of Contact as project coordinator to work with Cross PM to be responsible for customer activities, milestone responsibilities, and project planning
- Accept shipment of equipment and provide secure location for storage
- Provide equipment room and power to meet specifications
- Provide rack space and shelves for equipment or server installation according to specific hardware specifications
- For converged systems with IP endpoints, complete a Network Readiness Assessment. (Documentation to be provided under separate cover, as applicable.)

1.5 Project Change Control

Project Change control will be the responsibility of the PM/PC to work with the customer, Cross AE and other Cross associates to facilitate and obtain approved the change to the project. No new work will begin until a signed copy of the Change Control Form is received by the PM with all the appropriate sales documentation completed.

1.6 Project Escalation

The Cross Telecom Project Escalation Process is a clearly defined internal and external process that is given to the customer on the 1st Kick-Off Call in a MS Word format. It contains all names, telephone numbers and e-mail addresses of all personnel in the management escalation. If the customer requires an escalation based on an issue their first contact should be with their PM. If they feel that they then need to escalate to Cross Management, it is the customer right to escalate as they see appropriate based on the progress of the project and any perceived problems.



1.7 Project Communication Plan

The Project Communication Plan that is followed by the Cross PM/PC is meant to give clear and concise updates to the customer on all aspects of the ongoing project. On a weekly basis the Cross PM/PC will update the customer SPOC on all activities that are going to occur and the expected outcome. If the project is a larger and/or longer term project the agreed method of communication, who will be updated and with what information, and the frequency of the project update will be agreed upon by both parties.

2 Project Preparation

2.1 Project Kickoff

2.1.1 Internal Meeting

The purpose of the Cross Internal project kickoff meeting is to review in detail and understand all aspects of the project including the expected time line, as well as to understand the roles and deliverables of each Cross project team member. An External Kickoff meeting will be scheduled with the customer after consultation with the Customer and the Cross team to determine dates.

2.1.2 External Meeting

The purpose of the Customer Project Kickoff meeting is for Cross and the Customer to review and understand all aspects of the project implementation plan, including the time line, as well as to understand the roles and deliverables of each project team member. We will review the required tasks and responsibilities of the Customer, and of Cross, that will be necessary in order to achieve a successful implementation.



Microsoft Office
Word 97 - 2003 Docu

2.2 Project Work Hours

2.2.1 Regular and After Hours

Cross Telecom implementation and cutover activities will be completed between 8 am and 5 pm, local time of the site location, on a Saturday and Sunday, excluding Cross designated holidays. (NOTE: Any work performed between 5 pm and 8 am Monday through Friday, and/or all day Saturday, Sunday, and Cross designated holidays will incur premium charges.)

2.3 Site Survey

The Cross PM/PC will work with the customer's single point of contact to determine if a site survey is required. If one is required, a local Cross resource will complete a site survey prior to equipment delivery. Activities may include, but are not limited to:

- Equipment room inspection
- Verification of power requirements
- Verification of electrical grounding requirements
- Verification of environmental specifications
- Validating wiring MDF and IDFs/type of terminations/telecommunication demarks

2.4 Site Requirements

AVAYA Site requirements fall into two primary categories, the first is the Communication Manager and the second is Application Servers. The Communication Manager is primarily composed of the Media Server and any associated gateways or adjuncts. The second is the Application Servers which are usually customer provided industry standard servers where AVAYA and/or 3rd party applications are installed.

2.4.1 Power/HVAC Requirements

Power requirements fall into two areas, the first is AVAYA and the second is Application Servers. Depending on what solutions are being installed for the customer solution, power and HVAC requirements are different. Please review the attached document that defines AVAYA Solutions. The second one is Application Servers. Since those are customer provided and industry standard (i.e. Dell, HP, etc.) it is the responsibility of the customer to provide the appropriate power for the solution.



2.4.2 Electrical Grounding

An approved ground is the closest acceptable medium for grounding the building entrance protector entrance cable shield, or single-point ground of electronic telephony equipment. Please review the attached job aid from AVAYA that defines all approved grounds for AVAYA.



2.4.3 Rack

The customer will provide the required number of open, EIA-310D (or equivalent standard 19-in. (48-cm) 4-post equipment rack(s) are properly installed and solidly secured to the floor. Ensure that the screws that come with the racks are present. If you use a rack cabinet, ensure that the cabinet has adequate ventilation. In addition, verify that the rail kits for the Media Server and UPS are present and in good working condition.

3 Project Design

3.1 Solution Staging Process

Cross Telecom stages all AVAYA equipment, hardware, servers and applications prior to installation. If staging cannot occur within a reasonable time due to an expedited order, then the Cross PM/PC will work with the customer to facilitate a time line that allows for staging on the customer site prior to installation.

3.2 System Network Translations

The Cross PM/PC will coordinate with the customer and Cross Resources to schedule time for system reviews so that Cross Resource Teams can gather all the required information for the implementation.

3.2.1 System IP Requirements

The Cross Engineer will hold an engineering meeting with the customer's SPOC to review the IP Network where the AVAYA solution will be installed. It is required that the customers define either a subnet or a range of IP Addresses to support the AVAYA system. From this range Cross Engineers will assign IP Address, Subnet Mask and Gateway Address to each required IP Endpoint in the AVAYA solution. This could include Media Servers, Gateways, IP Cards, Application Servers, IP Phones or other required IP Endpoints in the solution.

4 Project Implementation

4.1 Hardware Installation

4.1.1 IPT Telephony

The Cross Technician will complete the following tasks during installation:

- Unpack, inspect, and inventory hardware
- Install all hardware and connect all adjuncts to the Communication Manager Server and gateways
- Install any software and/or firmware that is required
- Install UPS (if applicable)
- Observe units upon power up and very successful completion of self-test diagnostics

4.1.2 Network

The Cross Technician will complete the following tasks during installation:

- Install any required network equipment to support the AVAYA control networks or connect to existing customer network equipment per the customer
- No other network work is to be performed unless documented in the SOW

4.2 Remote Access Line (INADS)

Cross will verify connectivity of the remote access modem to the AVAYA solution(s) and test the line with the Cross Support Team to assure that remote access is available. It is the customer's responsibility to provide remote access lines via their telecommunication provider.

4.3 Testing

Upon completion of the installation of the solution, the complete system will be tested with the customer and the required Cross Teams. A test plan will be developed by the PM/PC to test all aspects of the solution. Cross will provide support to the customer until all system and adjunct issues that resulted from Cross provided equipment or software administration have been resolved.

4.3.1 Media Servers/Gateways

AVAYA Media Servers and Gateways that are installed or upgraded as part of this Agreement and SOW, will be cleared of all outstanding alarms on the system, all IP links for the core Media Server will be tested; all links to adjuncts and any other applications will be tested to assure that they are working to AVAYA Specifications.

4.3.2 Applications/Software

Applications detailed in this Agreement and SOW will be tested for links back to the Communication Manager (if required), cleared of all errors/alarms and tested to make sure that it is working up to manufacturer specifications.

4.4 Solution Cutover

Cross will cut over the customer solution at a time that is mutually agreed upon by both parties. Cross will have the required resources available via remote access or onsite, as detailed in this Agreement and SOW. Prior to this, the customer and the PM/PC will agree on a "freeze" for any

changes that need to be made to the existing system, if upgrading, or migrating to a new system. During the cutover no major changes will be made to the configuration of the system.

4.4.1 Final Registration

The PM/PC will coordinate final registration with AVAYA or the Cross Maintenance Team to register the system and its remote access line. This will be conducted during the initial setup of the solution or during cutover of the solution.

4.4.2 Customer Documentation

Upon completion of the project, a complete set of all applicable customer documentation, drawings, spreadsheets and any other pertinent information that was utilized during the system implementation will be e-mailed to the customer.

5 Returns and Replacements

5.1 Replacements

5.1.1 DOA Replacements

Cross defines dead/defective on arrival equipment as any new product sold by Cross that was discovered to be defective at the time of installation. DOA equipment will be handled in the following way:

For all Equipment Cross will do like-for-like replacements. A Replacement/Return Materials Authorization ("RMA") for the DOA equipment will be issued at time of replacement and must be returned to Cross within 15 days or customer will be billed for the replacement part(s).

Customer must contact Cross to receive an RMA# by calling 877-456-3737 or by completing the RMA form located on the Cross website at <http://www.crosstelecom.com/contactUs/RMAForm.asp> or go to www.crosstelecom.com then click "contact us" then click RMA form link.

If you call instead of using our online form please have the following information available:

- Company Name
- Site Address/contact name/e-mail address/phone number
- Item Number
- Product Serial Number
- PO#, Invoice #, or date purchased
- Nature of Problem (symptoms)

Please note that RMA numbers are only valid for 15 days, and all products received without an RMA number will be returned to you unopened at your expense.

Replacements will be shipped same day (Before 1 PM CST for overnight shipments) or next business day. Shipment will be standard ground service. Request for expedite shipping will be honored at customer expense.

5.1.2 Defective or Malfunctioning Equipment

Equipment within one year of purchase which is not covered by a manufacturer maintenance contract will be treated as DOA Replacement.

5.1.3 Damaged Product Replacements

Damaged product returns are only for products purchased from Cross and shipped by Cross carrier of choice that are damaged in transit from Cross to the customer or from a Cross Business Partner to the customer.

Customer shall refuse any product delivered in damaged condition and notify Cross within 24 hours of the refused shipment.

In the event the Customer does not refuse a damaged product, the customer shall notify Cross and request an RMA within three business days of receipt of such product. Failure to notify Cross and request an RMA within such time shall be deemed an acceptance of the product as of the date of shipment.

5.2 Returns

5.2.1 Non-DOA Returns

Customer must contact Cross to receive an RMA# by calling 877-456-3737 or by filling out the RMA form located on the Cross website at <http://www.crosstelecom.com/contactUs/RMAForm.asp> or go to www.crosstelecom.com then click "contact us" then click RMA form link.

If you call instead of using our online form please have the following information available:

- Company Name
- Site Address/contact name/e-mail address/phone number
- Item Number
- Product Serial Number
- PO# or Invoice # or date purchased
- Nature of Problem (symptoms) or Reason for Return

Please note that RMA numbers are only valid for 15 days, and all products received without an RMA number will be returned to you unopened at your expense.

The following are requirements for returns:

- Cisco Products - NO open box returns shall be allowed for non-DOA products. The product box must be clean and undamaged, with no usage marks of any kind. If the product was shipped double boxed, it must be returned double boxed. DO NOT PLACE RETURN LABELS ON ORIGINAL BOXES.
- Avaya & (Other) Products - The product box must be clean and undamaged, with no usage marks of any kind. If the product was shipped double boxed, it must be returned double boxed. DO NOT PLACE RETURN LABELS ON ORIGINAL BOXES.
- Original manufacturer's packaging must be used. Returns must be complete with all manuals, cables, warranty cards, static bags, etc. (Just as received).

- You have 15 days from date of invoice to request a non-DOA return. The RMA # issued is valid for 15 days from date of issue.
- There will be a 20% restocking fee (or amount specified in contract) on returns resulting from customer error.
- Personal Computers ordered with IP Office systems cannot be returned.
- Customer is responsible for freight costs when returning products.
- Product will be returned to customer should it be found in other than sellable condition and credit will not be given.

5.2.2 Software Right to Use (RTU) Returns

Software cannot be cancelled and is non-refundable.

6 Billing and Shipping Discrepancies

Billing and Shipping discrepancies are for products purchased from Cross that were invoiced or shipped incorrectly. These include lost shipments, short shipments, over shipments, wrong shipments, and pricing/invoice errors. Purchaser may request an RMA for verified billing and shipping discrepancies within 30 calendar days of invoice date. In addition, purchaser must notify Cross of any billing discrepancies related to purchaser's authorized returns within 90 calendar days of RMA date. Such notice shall be reasonably detailed and shall specify the discrepancy. Failure to give notice within the time specified herein shall be deemed a waiver of purchaser's rights to claim such discrepancy.

7 Payment Terms

All fees quoted and payable under this Agreement exclude taxes and shipping costs. Customer will pay or reimburse Cross for applicable sales and services taxes, unless Customer is exempt and provides Cross with a valid tax exemption certificate prior to Cross' invoice date.

Payment Terms are per DIR-SDD-272 Agreement.

Risk of Loss-Title-Security Interest. Risk of loss and title transfer FOB Customer.

8 Software License / Warranty

By signing this Agreement, Customer agrees to adhere to the terms of the software license(s) and warranty provisions set forth by the manufacturer(s) of the products sold to Customer by Cross, which are passed directly through Cross from the manufacturer(s) to Customer. Software and warranty terms are available upon request or can be found at <http://www.crosstelecom.com/warranty.asp>. Notwithstanding any contrary provision contained within this Agreement Customer understands and accepts that all software produced by third parties and sold to Customer are specifically and expressly excluded from any contrary terms, covenants and condition contained herein and the manufacturer(s)' terms and conditions govern. Any Services provided under this Agreement and SOW will be performed in accordance with generally accepted industry standards of care and competence. Customer may avail itself of any remedy available at law or in equity in the event Cross breaches any warranty set out herein. Any claim for breach of warranty must be made by Customer in writing to Cross within (60) sixty days of

the date that the Services that do not comply with Cross' warranty were performed.

THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9 Limitation of Liability

For any claim or cause of action arising under or related to the Contract/Agreement: i) none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Cross' liability for damages of any kind to the Customer shall be limited to the total amount paid to Cross under the Contract/Agreement during the twelve months immediately preceding the accrual of the claim or cause of action.

10 Authority / Performance of Work

Both parties represent and warrant that he/she/it has full power and authority to enter into this Agreement. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Cross and Customer. As part of the project implementation Cross may subcontract work to be performed under this Agreement and SOW, but Cross will retain responsibility for such work.

11 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Texas. The language for all communications regarding this Agreement and SOW shall be English.

12 Confidentiality Notification/Disclosure Obligation

The Parties agree to keep all information confidential, expressly private health information, financial information and personal information as it relates to HIPAA (Public Law 104-191), GLBA (15 U.S.C. § 6801, et seq.), California Personal Information statute (California Civil Code §1798.82 et seq.), and any related state and/or federal statute. Customer agrees to keep all pricing and related terms confidential. Upon learning of any unauthorized disclosure or improper use of confidential information the appropriate party(ies) will be promptly notified and cooperate fully to with to protect the confidential information. In the event that a Party believes it is required by law or by a subpoena or court order to disclose any confidential information, then prior to any disclosure said party will promptly notify the other in writing, attaching a copy of the subpoena, court order or other demand, and said party will make all reasonable efforts to allow the other party an opportunity to seek a protective order or other judicial relief. Both parties warrant they will hold harmless, to the fullest extent consistent with applicable law, the other party for any violation of confidentiality. To the extent, if any, that this provision is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or

effect. Furthermore, it is expressly understood and agreed that Customer, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Customer as to whether or not the same are available to the public. It is further understood that Customer's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Customer, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Customer by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13 Termination for Convenience

The Customer may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Cross. In the event of termination, it is understood and agreed that only the amounts due to Cross for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination of this Agreement for convenience.

14 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

15 Severability

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

16 No Waiver of Immunities

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Customer does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

17 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

18 Customer's Right to Audit

Cross agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement have access to and the right to examine and photocopy any and all books, documents, papers and records of Cross which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Cross agrees that Customer shall have access during normal working hours to all necessary Cross facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Cross reasonable advance notice of intended audits.

19 Appropriate of Funds by Customer

Customer believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Cross understands and agrees that the Customer's payment of amounts under this Agreement is contingent on the Customer receiving appropriations or other expenditure authority sufficient to allow the Customer, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

20 Acknowledgement

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives with the intent to be legally bound as of the effective date, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged. This Agreement and SOW shall be governed by the terms and conditions contained herein.

Customer:
Williamson County, Texas

Cross Telecom Corporation

By: 

By: 

Name: Dan A. Gattis

Name: Nancy J. Rebeh

Title: Williamson County Judge

Title: Contract Manager

Date: 12-18-08

Date: 12/05/2008