ARROW

ARROW S3
SHARED SOLUTIONS AND SERVICES, INC.

Project Scope of Work (SOW) for WILLIAMSON COUNTY

Prepared by
S3 Professional Services
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This SOW, system design, and related pricing documents were created
for Customer.

The Services contemplated herein will be provided by Shared Solutions and Services, Inc. (including its wholly owned subsidiary S3 Telecom, Inc., formerly Cross Telecom Corporation, collectively referred to herein as "S3").

1 Project Scope of Work (SOW)

1.1 Summary of Services by Location
For a detailed description of services, please refer to section 1.2

1.1.1 Location: WILLIAMSON COUNTY - JUSTICE CENTER

Session Manager Server
Per Session Manager or System Manager Servers, Quantity: 2

Install Medpro
Per Card, Quantity: 1

License Addition
Custom, Quantity: 1

Presence Implementation
Custom, Quantity: 1

NetEye Scan Network QoS Assessment
NetEye Scan Network QoS Assessment, Quantity: 1

1.1.2 Location: WILLIAMSON COUNTY - GEORGETOWN

Install Server - LSP with CM 6.0
Per Switch, Quantity: 1

Install Cabinet - G450
Per Gateway, Quantity: 1

Station Programming - using Station Modeling
Per 10, Quantity: 18

Set Placement
Per 10 Sets, Quantity: 12

Cross Connects
Per 10, Quantity: 6

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PRI / T1s

Per T1, Quantity: 2

1st Day of Business Support

Half Day, Quantity: 1

1.2 Description of Services

1. Session Manager Server

- WILLIAMSON COUNTY - JUSTICE CENTER - Per Session Manager or System Manager Servers, Quantity: 2

Planning and Data Gathering: The Engineer will provide the customer with the Aura System/Session Manger Planning Form and will hold a remote design session to assist the customer with the completion of the form. The customer should have a representative on the call that can discuss the specifics of SIP application(s) that will use the Session Manager. The completed checklist should be returned to the Engineer a minimum of three weeks before the targeted installation date of the equipment.

Staging: In the S3 Staging Lab-Session Manager

- Install Redhat Linux
- Run the AURA SESSION MANAGER Software
- Install and Run the Aura Session Manager Install Script
- Configure the IP and Host Name

Staging: In the S3 Staging Lab-System Manager

- Install Redhat Linux
- Install System Platform
- Install and Run the AURA SYSTEM MANAGER Install Script
- Run the System Manager Software
- Configure the IP and Host Name

Installation: S3 will unpack, install and power-up the System Manager and Session Manager(s) at the customer site. The Engineer will also do the following:

- Configure up to 5 entities
- Configure routing
- Configure links
- Configure adaptations
- Test Alarms

- Complete Registration

Training: The Engineer will conduct a remote System Orientation of the System and Session Manager "as installed". This orientation will consist of 1 class up to 2 hours in length for a maximum of 2 administrators. The following topics will be covered:
- Accessing system
- Administering moves, add and changes
- Configuring SIP interfaces

Cutover and First Day of Business: The Engineer will work with an on-site technician and the customer to cutover the installed System Manager and Session Manager servers into a production environment. The Engineer will be available remotely for up to 4 hours to support the system and users on First Day of Business.

Customer Responsibilities:
- Designate a single point of contact (SPOC). The individual will have a thorough understanding of business requirements and technical environment and will be authorized to make binding decisions on customer's behalf. The SPOC will participate fully in all aspects of project and respond in a timely manner.
- SOW and Pricing assumes that the customer allows remote access to the sold equipment via Avaya's remote support called Secure Access Link (SAL.) SAL requirement details will be provided during the project kickoff, by the System Engineer or Application Engineer that is assigned to the project. If customer requires remote access arrangements that are outside of the Secure Access Link mechanism, then additional charges may apply.
- If it is a non-Avaya application, then the customer will be responsible for providing the required SIP intelligence from the manufacturer of the application. S3 will not be responsible for integration issues to non-Avaya applications.
- Provide all cabling to the servers, including terminated outlets/jacks and patch panels.
- Provide a rack and appropriate power as determined in the environmental specifications supplied by Avaya.

2. Install Medpro
- WILLIAMSON COUNTY - JUSTICE CENTER - Per Card, Quantity: 1

3. License Addition
- WILLIAMSON COUNTY - JUSTICE CENTER - Custom, Quantity: 1
Arrow wiill add 200 new CMEE licenses

4. Presence Implementation
- WILLIAMSON COUNTY - JUSTICE CENTER - Custom, Quantity: 1
: The customer has requested an installation of Avaya Aura Presence Services and Application Enablement Services. This will use existing customer hardware that will be

configured to the specifications required for the application. The purpose of the Aura Presence Services is to facilitate instant messaging and presence on Avaya one-X Communicator 6.1. The purpose of the Application Enablement Services is to facilitate station-state information between the CM and Aura Presence Services. All work described will be performed remotely. For a complete overview of the capabilities of Avaya one-X Communicator 6.1 SP2, please refer to the Overview and Planning for Avaya one-X Communicator document on support.avaya.com.

The current GA release of Avaya One-X Communicator is R6.1 SP2. This release of One-X Communicator is supported on both 32-bit and 64-bit Windows XP, Windows Server 2003, Windows Vista, Windows Server 2008, and Windows 7. Natively, this release of One-X Communicator provides users with basic telephony control, contact management through Active Directory and Exchange personal contacts, click-to-dial from browsers (Internet Explorer and Mozilla Firefox), Wipe-to-dial (clipboard dialing) from an application, and two-way video calling with other One-X Communicator clients (video softphone licensing required). Using One-X Communicator in SIP mode requires Session Manager registration.

The basic feature set includes call bar / Windows task bar, dialpad / feature tab, usage modes (desk phone, this computer, other phone), six-party ad hoc conferencing, multiple line appearances, bridged line appearances, lookup/dial enterprise contacts through LDAP, lookup/dial Microsoft Outlook contacts. The call log feature in Avaya one-X Communicator logs incoming, outgoing, and missed calls. A 24*7 call log database would require an Avaya one-X Client Enablement Services deployment, which is not part of this scope.

Avaya Aura Presence Services: One-X Communicator will be enhanced with the deployment of Avaya Aura Presence Services (APS). With APS, users can send instant messages to, and view the presence of, other One-X Communicator R6.1 SP2 users.

Viewing presence and sending instant messages in real time are two key features of Avaya one-X Communicator. Avaya Aura Presence Services provides a Presence aggregation service that collects Presence information from a wide variety of Avaya endpoints and third-party sources and disseminates Presence information to Avaya one-X Communicator. This information is filtered individually for every user who wants to view other's presence, watcher, and also for every user who wants to share presence with others, called watched. Avaya one-X Communicator renders the presence information for various watchers. Access rules defined in the Presence Access Control Lists (ACL) is not applicable for Avaya one-X Communicator and Presence access is allowed for all the watchers. There is support for up to 10,000 users per server with 25 contacts for each server instance. Users can also exchange messages in real-time without the need of any third-party messaging application. The Unicode option feature sending messages in different languages. Users can also change the format of messages.

Note - The system performance for various functions, such as updating of presence information and handling of calls, might slow down if you add 50 or more contacts.

For Avaya one-X Communicator to use presence services, Microsoft Active Directory (LDAP source) must be integrated with Avaya Aura® System Manager.

Following are the hardware, software, and connectivity requirements for an end user running Avaya one-X Communicator 6.1 SP2.

Computers that are not running the optional video feature must meet these hardware requirements:
• Intel Pentium 1.2 GHz processor (minimum)
• 1-GB RAM. More for Windows Vista and Windows 7 as per Microsoft recommendations
• 1.5-GB free hard disk space (3-GB free hard disk space if .NET 4 is not already installed)
• Keyboard
• Mouse or some other compatible pointing device
• Monitor with 1024 x 768 or higher resolution
• Network interface card
• USB headset for This Computer mode

Computers that are running the optional video feature must meet these hardware requirements:
• Intel Pentium 4 2.0 GHz or dual-core processor (minimum)
• 1-GB RAM. More for Windows Vista and Windows 7 as per Microsoft recommendations
• 100 MB dedicated video RAM
• 1.5-GB free hard disk space (3-GB free hard disk space if .NET 4 is not already installed)
• Keyboard
• Mouse or some other compatible pointing device
• Video adapter and Monitor with 1024 x 768 or higher resolution
• Network interface card
• USB headset for This Computer mode
• Recommended USB camera (a full list of recommended USB cameras is available in the Overview and Planning document for Avaya one-X Communicator 6.1 on support.avaya.com)

Computers that are running the optional HD video feature must meet these hardware requirements:
• Intel Dual Core or Core 2 Duo or Core i3 (minimum)
• 2-GB RAM. More for Windows Vista and Windows 7 as per Microsoft recommendations

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- 100 MB dedicated Video RAM. If this is shared with main RAM, main RAM needs to be increased by 100 MB.
- 1.5-GB free hard disk space (3-GB free hard disk space if .NET 4 is not already installed)
- Keyboard
- Mouse or some other compatible pointing device
- Video adapter and Monitor with 1024 x 768 or higher resolution
- Network interface card
- USB headset for This Computer mode
- HD camera (up to 720p that supports 30fps video)

Computers must have one of the following 32 bit or 64 bit operating systems:
- Microsoft Windows XP Home or Professional editions with Service Pack 3 or higher
- Microsoft Windows Vista Enterprise or Ultimate or Business Editions with Service Pack 2 or higher
- Microsoft Windows Server 2003
- Microsoft Windows Server 2008
- Microsoft Windows 7 Service Pack 1 or Ultimate or Professional Editions

Planning and Data Gathering: The Arrow S3 Consultant will host a data gathering session with the customer to cover the required information necessary to configure Aura Presence Service. Information to be gathered includes TCP/IP addressing, host names, and system configuration.

Installation: The Arrow S3 Consultant will configure Aura Presence Services software to meet the customer requirements that were determined and agreed upon during the initial Planning and Data Gathering phase. The Arrow S3 Consultant will also complete the integration to Avaya System Manager for Aura Presence Services administration. The Arrow S3 Consultant will also facilitate the link between Application Enablement Services, which will be provided on a customer-provided server, Communication Manager and Aura Presence Services.

Configuration: The Arrow S3 Consultant will work with the customer to administer the Aura Presence Services and up to 5 one-X Communicator clients to enable instant messaging and presence. Any additional one-X Communicator clients are to be administered by the customer.

Testing: The Arrow S3 Consultant will perform functionality testing on Aura Presence Services to ensure that instant messaging and presence is functioning on the one-X Communicator 6.1 clients.

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Training: The Arrow S3 Consultant will provide a system administration Knowledge Transfer for Aura Presence Services as installed. This Knowledge Transfer should not exceed 1 hour in length and will be conducted remotely.

Customer Responsibilities:
• Designate a single point of contact (SPOC). The individual will have a thorough understanding of business requirements and technical environment, and will be authorized to make binding decisions on customer's behalf. The SPOC will participate fully in all aspects of project and respond in a timely manner.
• Provide all cabling to the Aura Presence Services server, and other servers designated as "customer-provided."
• The customer must provide and install both the required server hardware and operating system for Aura Presence Services.

5. NetEye Scan Network QoS Assessment

- WILLIAMSON COUNTY - JUSTICE CENTER - NetEye Scan Network QoS Assessment, Quantity: 1

The S3 VoIP Network Assessment has been designed to provide a baseline measurement to confirm that Customer's data network meets the minimum requirements to support Voice over IP traffic in the Customer's existing network. This test also complies with and provides the required documentation to satisfy Avaya's IP Network Readiness Assessment Policy ("Policy").

The benefit of this information is the enablement of the customer to obtain a qualitative assessment of the data network's ability to sustain specific amounts of IP telephony traffic in its current state. The final qualitative assessment of the data network report will serve as a benchmark for the state of customer's network as of the time of testing. It is the Customer's prerogative to accept and implement or reject the recommendations made as a result of any test provided by S3 and understands that the ultimate quality of Customer's VoIP Network may be affected.

Service Definition:
The NetEye Scan consists of Discover, Two (2) Test phases, and Report Submission to Avaya. During Discovery, Customer and S2 will meet to design and schedule the test and exchange all required information.
***Note: Avaya requires that the test results be submitted at least 14 days in advance of any Avaya-provided implementation.
In the Initial Test phase, S3 will conduct a 24 hour test to measure network performance under anticipated traffic conditions, which will be provided by Customer during discovery. S3 will provide to Customer the test results and basic recommendations to correct any failures or poor results.

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Phase Two (2) will be conducted after Customer has taken corrective actions and will consist of a re-test of the same anticipated traffic conditions on the same network segments as in Phase One (1).

Upon completion of both Test Phases, Arrow S3 will submit to Avaya the applicable test results and all associated forms.

Arrow S3 Responsibilities:
• Conduct a conference call with Customer to describe the NetEye Scan methodology and pre-implementation requirements and provide the MOP for the test and review the NetEye Questionnaire.
• Identify where Customer will provide workstations/laptops and install Vivinet Endpoints and provide assistance if necessary.
***Note: The workstations should be connected to a voice-dedicated VLAN in the network segments that will transport VoIP traffic.
• Configure Vivinet Assessor Console at CNS NOC for VPN access to Customer's network.
• Generate VoIP traffic according to the Customer VoIP traffic requirements as specified in the NetEye Questionnaire.
• Conduct a single 24-hr test between the identified Customer facilities to determine existing network capabilities and performance.
• Create an executive summary report to Customer that sums up test findings regarding call performance and VoIP quality, as well as a "good / acceptable / poor" grade concerning the ability of Customer's network to support VoIP traffic in its existing configuration.
• Provide general recommendations for improving performance, if applicable.
• Perform a re-test within 1 week of delivery of the report and recommendations, if Customer requests.
• File final Test results and all applicable forms with Avaya.

Customer Responsibilities:
• Designate a technical contact that is familiar with customer's network and data infrastructure as a point of contact (Technical Contact) for S3 during the entire duration of the assessment
• Ensure the Technical Contact is authorized and reasonably available to S3 during applicable hours for the duration of the assessment
• Prior to or during the kick-off call, provide topology/network diagram(s) for the specific sites being assessed.

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• Provide responses to the NetEye Scan Questionnaire, at least 24 hours in advance of scheduled Scan.

• Pre-stage their network infrastructure to meet NetEye Scan connectivity requirements as described in the NetEye Scan Requirements document.

• Install Vivinet endpoint software as guided by the S3 method of procedure (MOP), at all locations applicable.

• Provide PCs that have a valid, routable IP address in segments of the network that will transport VoIP traffic. Operating system: Windows XP, or newer (32-bit), Hardware: at least a Pentium or equivalent CPU, 32MB of available RAM, 8MB of hard drive space

• Configure a voice-dedicated VLAN at the locations where VoIP traffic will be generated / transported in the network. Configure QoS between all locations to be tested.

• Provide LAN access via VPN to which a Vivinet Assessor Console computer can reach the required subnets to be tested. This console should be connected to the same access, distribution, and core LAN switches to which the IP PBX or gateway and Voice interfaces will connect in the network.

• Ensure that workstations serving as performance endpoints and the Vivinet Assessor console connect to its corresponding LAN switch at 100/Full Duplex mode.

Any items not specifically identified above are Out-of-Scope Services and if requested shall be agreed to in writing by both Parties prior to that work being performed and will be documented in the Change Order Process.

The Project Manager will coordinate assessment activity. Work will be performed during Standard Business Hours, 8:00 am – 5:00 pm local time, Monday – Friday, excluding S3 designated Holidays.

6. Install Server - LSP with CM 6.0

• WILLIAMSON COUNTY - GEORGETOWN - Per Switch, Quantity: 1

S3 will provide services to install a Local Survivable Processer (LSP) running Communication Manager 6.0.

7. Install Cabinet - G450

• WILLIAMSON COUNTY - GEORGETOWN - Per Gateway, Quantity: 1

8. Station Programming - using Station Modeling

• WILLIAMSON COUNTY - GEORGETOWN - Per 10, Quantity: 18

The Software Specialist will hold a remote software meeting with the customer's Single Point of Contact (SPOC) to discuss the project and provide a list and format of the information required, along with an extension database template in Excel spreadsheet format, to be completed. The customer's SPOC and/or their departmental coordinators (one for every 30 to 50 end users) will gather specific end user information based on modeling by station type, including requirements for features like call coverage, call pickup, call restrictions, etc. for

each voice terminal to be implemented. The customer's SPOC will provide that information to the Software Specialist in the specified spreadsheet format. The Software Specialist will import that information into a provisioning tool and upload that to the system. This includes a simplified Call Coverage format for all stations. Once the stations have been administered based on the customer provided data, changes or additions to the programming may result in additional charges.

Customer Responsibilities:

• Provide completed Extension Database, in Excel spreadsheet format, which identifies specific end-user information for each new station including station type as well as requirements for call coverage, call pickup, call restrictions, etc.

• Provide template, or model, of like phones as well as requirements for any unique extensions with specific requirements

9. Set Placement

• WILLIAMSON COUNTY - GEORGETOWN - Per 10 Sets, Quantity: 12

A Technician will unpack, build, place and assign extensions to voice terminals according to customer provided floor plans indicating each user's location and voice terminal type.

Customer Responsibilities:

• Provide a location to assemble and stage new voice terminals

• Provide a floor plan showing station types, jack numbers, and extension numbers of all new voice terminals and analog devices

• Provide access to all areas where stations will be placed

• Phone jacks must be easily accessible. Technicians will not move desks or other furniture in order to be able to plug sets into the appropriate jacks

10. Cross Connects

• WILLIAMSON COUNTY - GEORGETOWN - Per 10, Quantity: 6

The Technician will place all cross-connects including System Station Ports, CO Trunks, T-1's and all included adjunct equipment (Modems, Paging, MOH) from the system termination point to the customer provided Main Distribution Frame (MDF) and test.

Customer Responsibilities:

• Provide the technician an accurate run list with station numbers and jack locations

• Cross connects at any Intermediate Distribution Frame (IDF).

• Station wire runs.

• Campus inter-building "black" cable or fiber optic cable.

11. PRI / T1s

• WILLIAMSON COUNTY - GEORGETOWN - Per T1, Quantity: 2

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The customer will provide S3 with circuit numbers, telephone numbers, DID numbers, DNIS numbers and T1 design to include but not limited to line coding, framing, protocol and D-channel layout.

The Software Specialist will review provided information and program necessary trunk groups and routes.

If network problems are detected, it is the customer's responsibility to refer to, and resolve the problems with the network service provider. After the customer verifies the service provider has been successful in resolving the trouble, the Technician or Software Specialist will follow up with additional testing.

Customer Responsibilities:
- Ordering all trunks from the network provider and providing the configuration details to the Software Specialist
- Extending the demarcation point into the switch equipment room
- Managing all network troubles with their network provider

12. 1st Day of Business Support

- WILLIAMSON COUNTY - GEORGETOWN - Half Day, Quantity: 1

S3 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 S3 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

1.3 Key Customer Stakeholders

Key customer contact:

Name:	Bill Bingham
Title:	Telecom Manager
Phone:	512-943-1463
E-mail:	bbingham@wilco.org

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2 Management Structure

2.1 Project Organization

The S3 Project Management Team is charged with leading the project implementation for the solution that the Customer has purchased from start to finish. The S3 Project Manager (PM) will bring additional S3 Resource Teams into the project and assign tasks as required by this SOW. The additional team members will report to the S3 PM for this particular project and report all updates to the S3 PM weekly.

2.2 S3 Project Manager Responsibilities

S3 will assign a Project Manager (PM) who is responsible for overseeing the project from start to finish. The PM will be the single point of contact (SPOC) for the Customer from SOW signing forward with regard to system implementation. The PM 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's Single Point of Contact
- Project Plan & Milestone schedule
- Environmental Specifications provided to Customer
- Equipment delivery and inventory coordination
- Managing change requests with the S3 Account Executive
- Project Status Updates
- Cutover Support
- First Day of Business Support

2.3 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 SPOC as project coordinator to work with S3 PM to be responsible for Customer activities, milestone responsibilities, and project planning. The SPOC will have a thorough understanding of business requirements and technical environment, and will be authorized to make binding decisions on Customer's behalf. The SPOC will participate fully in all aspects of project and respond in a timely manner.
- Accept shipment of equipment, visually inspect boxes, and provide secure location for storage; packages are not to be opened by the Customer
- Provide equipment room and power to meet specifications
- Provide rack space, appropriate power, and shelves for equipment or server installation according to manufacturer specifications.
- For converged systems with IP endpoints a completed Network Readiness Assessment is required
- Provide facility and system access for S3 resources

2.4 Project Change Control

Project Change control will be the responsibility of the PM to work with the Customer, S3 AE and other S3 associates to facilitate and obtain approval of the change(s) to the project. No new work will begin until a signed copy of the Change Control Form is received by the S3 PM with all the appropriate sales documentation completed.

2.5 Project Escalation

The S3 Project Escalation Process is a clearly defined internal and external process. The Customer Escalation document will be provided to you by the assigned Project Manager and contains all names, telephone numbers and e-mail addresses of all S3 personnel in the management escalation. If the Customer requires an escalation based on an issue, Customer's first contact should be with the S3 PM. If Customer feels that further escalation is necessary, it is the Customer's right to escalate as Customer sees appropriate.

2.6 Project Communication Plan

The Project Communication Plan that is followed by the S3 PM is meant to give clear and concise updates to the Customer on all aspects of the ongoing project. As appropriate, the S3 PM 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 and the frequency of the project updates will be agreed upon by both parties.

3 Project Preparation

3.1 Project Kickoff

3.1.1 Internal Meeting

The purpose of the S3 Internal Project Kickoff Meeting is to have a detailed review to understand all aspects of the project for a clean handoff to the implementation team.

3.1.2 External Meeting

The purpose of the Customer Project Kickoff meeting, held via conference call unless otherwise specified, is for S3 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. S3 and Customer will review the required tasks and responsibilities of the Customer and of S3 that will be necessary in order to achieve a successful implementation.

3.2 Project Work Hours

Project related activities will be completed during working hours, between 8 am and 5 pm, local time of the site location, Monday through Friday, excluding S3 designated holidays.
Any work performed Saturday or Sunday will incur overtime charges. Any activities requested during or on S3 designated holidays will require prior approval and will incur premium charges.

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3.2.1 Project Related Travel

Unless otherwise identified herein all travel is billable. Any travel associated with this SOW assumes a minimum of 15 business days notice or additional charges will apply. Anticipated travel expenses must be pre-approved in writing by Customer.

3.2.2 Phased Installation

This SOW assumes this project will be completed in a single phase installation unless otherwise specified. Additional charged will apply for multi-phased projects.

3.3 Site Survey

The S3 PM will work with the Customer's SPOC to determine if a site survey is required. If one is required, a local technician 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
- Any additional labor and/or materials identified during site survey as necessary for project completion will be addressed via change control process.

3.4 Site Requirements

S3 will provide the Customer with the appropriate site requirements, including power, grounding and HVAC requirements for the equipment that S3 is providing. The Customer is responsible for meeting these site requirements. The Customer will be responsible for determining and meeting the appropriate site requirements for all Customer provided equipment.

3.4.1 Rack

The Customer will be responsible for providing the required amount of rack space in a standard 4-post equipment rack.

4 Project Design

4.1 Solution Staging Process

S3 will stage most Avaya Enterprise related servers and gateways. Staging will include the loading of the latest software, firmware, patches, and license files onto the Customer's servers and gateways. S3 will test connectivity and health of the server or gateway staged. In addition, S3 will administer remote access to the server or gateway via SAL or modem connection to ensure access when on site.

4.2 System Network Translations

The S3 PM will coordinate with the Customer and S3 Resources to schedule time for system reviews so that S3 Resource Teams can gather all the required information for the implementation.

4.2.1 System IP Requirements

The S3 Engineer will hold an engineering meeting with the Customer's SPOC to review the IP Network where the solution will be installed. The Customer will be required to provide the necessary IP Networking schema.

5 Project Implementation

5.1 Hardware Installation

5.1.1 Equipment Handling

The S3 Technician will complete the following tasks during installation:
- Unpack, inspect, and inventory hardware
- Install hardware and connect all adjuncts included in the associated Service Descriptions
- Power up and verify successful completion of self-test diagnostics

5.2 Remote Access

Customer to provide appropriate remote access to systems required to complete the service and deliverables notes in this SOW.

5.3 Testing

Upon completion of the installation of the solution, the system will be tested with the Customer and the required S3 Teams. S3 will provide a test plan based upon the components of the solution provided. Functionality testing specific to the Customer will need to be provided by the Customer and agreed upon by the project team. The Customer will be required to participate in the functionality testing.

5.4 Solution Cutover

S3 will cut over the Customer solution at a time that is mutually agreed upon by the Parties. S3 will provide the required resources via remote access or onsite, as detailed in this SOW. Prior to this, the Customer and the S3 PM 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.

5.4.1 Final Registration

The S3 PM will coordinate final registration with the manufacturer to register the system and its remote access. This will be conducted during the initial setup of the solution or during cutover of the solution.

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6 Returns and Replacements

6.1 Replacements

6.1.1 DOA Replacements

S3 defines dead/defective on arrival ("DOA") equipment as any new product sold by S3 that was discovered to be defective at the time of installation. DOA equipment will be handled in the following manner:

For all Equipment S3 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 S3 within 15 days or Customer will be billed for the replacement part(s).

Customer must contact S3 Project Manager or Account Representative.

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 Customer unopened at Customer's expense.

Replacements will be shipped same day (before 1:00 PM CST for overnight shipments) or next business day. Shipment will be standard ground service. Request for expedite shipping will be honored at Customer's expense.

6.1.2 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.

6.1.3 Damaged Product Replacements

Damaged product returns are only for products purchased from S3 and shipped by S3 carrier of choice that are damaged in transit from S3 to the Customer or from a S3 Business Partner to the Customer.

Customer shall refuse any product delivered in damaged condition and notify S3 within 24 hours of the refused shipment.

In the event the Customer does not refuse a damaged product, the Customer shall notify S3 and request an RMA within three business days of receipt of such product. Failure to notify S3 and

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request an RMA within such time shall be deemed an acceptance of the product as of the date of shipment.

6.2   Returns

6.2.1   Non-DOA Returns

NO open box returns shall be allowed for non-DOA products.

For all Equipment S3 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 S3 within 15 days or Customer will be billed for the replacement part(s).

If the project is not complete Customer should contact S3 Project Manager or Account Representative.
If there was not a project or the project is complete contact 800-526-7006

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 Customer unopened at Customer's expense.

The following are requirements for returns:
- Cisco 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, Nortel & (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).
- Customer has 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 15% 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.

This SOW, system design, and related pricing documents were created
for Customer.

- Product will be returned to customer should it be found in other than sellable condition and credit will not be given.

6.2.2 Software Right to Use (RTU) Returns
Software cannot be cancelled and is non-refundable.

7 Billing and Shipping Discrepancies

Billing and Shipping discrepancies are for products purchased from S3 that were invoiced or shipped incorrectly. These include lost shipments, short shipments, over shipments, wrong shipments, and pricing/invoice errors. Customer may request an RMA for verified billing and shipping discrepancies within 30 calendar days of invoice date. In addition, Customer must notify S3 of any billing discrepancies related to Customer'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 Customer's rights to claim such discrepancy.

8 Software Support Subscription Services

Customer is purchasing an Avaya Software Support Service Contract. The following are the most current terms and conditions for this product and supersede and replace any prior agreed to terms.

For Avaya Software Support Service ("SS") with Upgrades ("SS/U") Contracts Customer will be invoiced as follows: (a) For single SS or multi-year SS/U Contracts Customer will be invoiced for the first year of the SS or SS/U Contract price consistent with applicable Payment Terms and; (b) for each successive year of the SS/U Contract, one hundred percent (100%) of the upcoming year's subscription will be invoiced forty-five (45) days prior to the Service Begin Date anniversary, payment net thirty (30) days. Customer may elect to prepay the entire SS/U Contract and will be invoiced the entire SS/U Contract price consistent with applicable Payment Terms. The "Service Begin Date" is the actual date that the contracted service provider officially provides services under the contract as detailed in the applicable subscription service agreement. Add-on software purchases must be coterminous with existing software service contracts. Customer is responsible for any coverage shortfall caused by its delays in implementation. Customer shall be responsible for full payment of each year of the SS/U Contract.

For Customers that require purchase orders be processed prior to making payment for SS/U subsequent years two and/or three, it is Customer's responsibility to provide the appropriate purchase order to S3 prior to the subsequent year invoicing date. Customer agrees to fully cooperate with S3 to assure payment is timely made and if requested make payment off of S3's invoice.

Acknowledgement

Bid #: 10475452 V#: 2

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IN WITNESS WHEREOF, the Parties have caused this SOW 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. The SOW is subject to all terms and conditions of the applicable Agreement, in effect, or otherwise entered into by, Customer and S3.

Customer	Shared Solutions and Services, Inc.
By: _____	By: _____
Name: DAN A GATTO	Name: _Betsy Baker_____
Title: County Judge	Title: _Dir. Contract Admin _____
Date: 12-07-2012	Date: 11/26/12