



# Avaya Maintenance Advantage Plan PROPOSAL

**Created by:**

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**Prepared for:**

Nathan  
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Texas Juvenile Justice  
Department



Specialist  
Adoption and Change  
Management  
Calling for Microsoft Teams  
Meetings and Meeting Rooms  
for Microsoft Teams



# Your Investment

<b>Package</b>
Avaya Base Plan
<b>Optional Add-On Services</b>
24/7 Onsite Incident Management
Onsite Critical Spares Management
Remote Simple Service Requests (RSSR) <ul style="list-style-type: none"><li>Qty. 5 - can be used across all sites on this contract</li></ul>

**Total Monthly Charges    \$3,849.75**

Pricing based on DIR-TELE-CTSA-011 Pricing B-2 EAU-1

I have read and verified the attached Covered Locations & Equipment list.

# Location & Covered Equipment

Location Name	Equipment & Services	Paid Monthly
Ayers House <ul style="list-style-type: none"> <li>DOC: 05/01/2023</li> </ul>	Avaya Key System - 20 user(s) <ul style="list-style-type: none"> <li>MAP - Avaya Key System Base Plan</li> <li>8/5 Onsite Incident Management</li> </ul> Avaya Key System Voicemail - 20 user(s) <ul style="list-style-type: none"> <li>8/5 Onsite Incident Management</li> <li>MAP - Avaya Key System VM Base Plan</li> </ul>	\$ 44.80
Evins R.J.C. <ul style="list-style-type: none"> <li>DOC: 05/01/2023</li> </ul>	Avaya Prologix - 211 user(s) <ul style="list-style-type: none"> <li>MAP - Avaya PBX Base Plan</li> <li>MAP - 24/7 Onsite Incident Management</li> <li>MAP - Onsite Critical Spares Management</li> </ul> Avaya Intuity Audix - 21 user(s) <ul style="list-style-type: none"> <li>MAP - Avaya VM Base Plan</li> <li>24/7 Onsite Incident Management</li> </ul>	\$ 477.44
Ft. Worth District Office <ul style="list-style-type: none"> <li>DOC: 05/01/2023</li> </ul>	Avaya Prologix - 43 user(s) <ul style="list-style-type: none"> <li>MAP - Avaya PBX Base Plan</li> <li>MAP - 24/7 Onsite Incident Management</li> <li>MAP - Onsite Critical Spares Management</li> </ul> Avaya Intuity Audix - 38 user(s) <ul style="list-style-type: none"> <li>MAP - Avaya VM Base Plan</li> <li>24/7 Onsite Incident Management</li> </ul>	\$ 115.17
Gainesville SS <ul style="list-style-type: none"> <li>DOC: 05/01/2023</li> </ul>	Avaya Prologix - 254 user(s) <ul style="list-style-type: none"> <li>MAP - Avaya PBX Base Plan</li> <li>MAP - 24/7 Onsite Incident Management</li> <li>MAP - Onsite Critical Spares Management</li> </ul> Avaya Intuity Audix - 132 user(s) <ul style="list-style-type: none"> <li>MAP - Avaya VM Base Plan</li> <li>24/7 Onsite Incident Management</li> </ul>	\$ 631.30
Giddings State School <ul style="list-style-type: none"> <li>DOC: 05/01/2023</li> </ul>	Avaya Prologix - 276 user(s) <ul style="list-style-type: none"> <li>MAP - Avaya PBX Base Plan</li> <li>MAP - 24/7 Onsite Incident Management</li> <li>MAP - Onsite Critical Spares Management</li> </ul> Avaya Intuity LX - 127 user(s) <ul style="list-style-type: none"> <li>MAP - Avaya VM Base Plan</li> <li>24/7 Onsite Incident Management</li> </ul>	\$ 677.27
Houston District Office <ul style="list-style-type: none"> <li>DOC: 05/01/2023</li> </ul>	Avaya Prologix - 47 user(s) <ul style="list-style-type: none"> <li>MAP - Avaya PBX Base Plan</li> <li>MAP - 24/7 Onsite Incident Management</li> <li>MAP - Onsite Critical Spares Management</li> </ul> Avaya Intuity Audix - 30 user(s) <ul style="list-style-type: none"> <li>MAP - Avaya VM Base Plan</li> <li>24/7 Onsite Incident Management</li> </ul>	\$ 119.77

Location Name	Equipment & Services	Paid Monthly
McLennan C.S.J.C.F. <ul style="list-style-type: none"> <li>● DOC: 05/01/2023</li> </ul>	Avaya CM - 356 user(s) <ul style="list-style-type: none"> <li>● MAP - Avaya PBX Base Plan</li> <li>● MAP - 24/7 Onsite Incident Management</li> <li>● MAP - Onsite Critical Spares Management</li> </ul> Avaya Intuity LX - 200 user(s) <ul style="list-style-type: none"> <li>● MAP - Avaya VM Base Plan</li> <li>● 24/7 Onsite Incident Management</li> </ul> SSRs - can be used across all sites on this contract - 5 qty. <ul style="list-style-type: none"> <li>● Simple Service Request (SSR)</li> </ul>	\$ 1,064.36
Ron Jackson S.J.C.C. <ul style="list-style-type: none"> <li>● DOC: 05/01/2023</li> </ul>	Avaya Prologix - 240 user(s) <ul style="list-style-type: none"> <li>● MAP - Avaya PBX Base Plan</li> <li>● MAP - 24/7 Onsite Incident Management</li> <li>● MAP - Onsite Critical Spares Management</li> </ul> Avaya Intuity LX - 188 user(s) <ul style="list-style-type: none"> <li>● MAP - Avaya VM Base Plan</li> <li>● 24/7 Onsite Incident Management</li> </ul>	\$ 630.04
Schaeffer House <ul style="list-style-type: none"> <li>● DOC: 05/01/2023</li> </ul>	Avaya Key System - 20 user(s) <ul style="list-style-type: none"> <li>● MAP - Avaya Key System Base Plan</li> <li>● 8/5 Onsite Incident Management</li> </ul> Avaya Key System Voicemail - 20 user(s) <ul style="list-style-type: none"> <li>● 8/5 Onsite Incident Management</li> <li>● MAP - Avaya Key System VM Base Plan</li> </ul>	\$ 44.80
Tamayo House <ul style="list-style-type: none"> <li>● DOC: 05/01/2023</li> </ul>	Avaya Key System - 20 user(s) <ul style="list-style-type: none"> <li>● MAP - Avaya Key System Base Plan</li> <li>● 8/5 Onsite Incident Management</li> </ul> Avaya Key System Voicemail - 20 user(s) <ul style="list-style-type: none"> <li>● 8/5 Onsite Incident Management</li> <li>● MAP - Avaya Key System VM Base Plan</li> </ul>	\$ 44.80

# Scope of Work

## Maintenance Advantage Plan

The purpose of this Scope of Work is to document the scope of tasks Continuant shall undertake and responsibilities that Continuant shall assume as part of its obligation to provide Maintenance and Support to the Customer and to document the allocation of responsibilities between the Parties regarding certain operational processes.

### Definitions

- **Authorized User** - An Authorized User is an individual whom the Customer's organization has authorized to request work, perform changes, and approve maintenance windows.
- **Covered Equipment** - Equipment, hardware, components and software to be maintained by Continuant is defined as Covered Equipment. All Covered Equipment items must be listed in the contract between Continuant and the Customer to be covered under the Maintenance Advantage Plan.
- **Customer Requirements Document (CRD)** - This is a document used by the Continuant Project Management Office (PMO) to document information about Covered Equipment, Customer contacts, and other important information required by Continuant to deliver services effectively.
- **Service Operation** - The phase of the contract term where all the Service Transition activities are complete. Service Operation commences upon agreement between Continuant and the Customer, once the Service Transition phase is complete.
- **Service Transition** - The phase of the contract term, just after contract signatures, where setup activities begin. Setup activities may include identifying Customer stakeholders, establishing remote access, documenting credentials, and activating event management.
- **Standard Business Days and Hours** - Business days are Monday through Friday, excluding Continuant-observed holidays. Business hours are 8:00am - 5:00pm local time.

## Package Services

### Service Desk

The Continuant Service Desk will be the primary communication point for services. The Customer will have several ways of interacting with the Service Desk, which will be identified during Service Transition.

Service Desk activities include the following:

- Perform initial analysis, troubleshooting, and diagnostics.
- Provide proactive communication of service delivery.
- Manage escalations to ensure timely and high-quality resolution.

- Management of the online service portal, available to Customers at: <https://continuant.service-now.com/sp>.

## **Technical Assistance Center (TAC)**

Continuant makes technical support available to Customers via our team of engineers with Original Equipment Manufacturer (OEM) certifications. The TAC is designed to provide guidance to the Customer regarding general questions about their Covered Equipment.

- Does not require Continuant to perform changes or programming.
- Does not require onsite technical resources.
- Does not require a scheduled maintenance window.
- Does not require discovery.
- Can be completed in 15 minutes or less.

Continuant TAC will stop at 15 minutes. Any work which exceeds 15 minutes will be billed at Time & Material rates. Continuant will advise the Customer of the rates and obtain Customer approval before providing any further support.

## **Incident Management**

Incident Management ensures that normal Service Operation is restored as quickly as possible, and the business impact is minimized. Continuant is responsible for prioritization and management of all incidents throughout the system's lifecycle.

## **Remote Incident Management**

Remote Incident Management is provided 24/7 and ensures that normal Service Operation is managed through remote connectivity. This service requires the Customer to provide Continuant with remote access and login credentials to the Covered Equipment. Activities may include:

- Resolution of service disruptions and performance degradations on Covered Equipment.
- Remote diagnostics, troubleshooting, and remote support for onsite personnel.
- Management of Incident escalations to ensure timely and high-quality resolution of all cases.
- Remote labor to repair or replace Covered Equipment, including the subsequent testing to confirm the correct operation of the device and its operational interface with associated equipment, communication facilities and services.
- Closure of Incidents after receiving confirmation from the affected Authorized User that the Incident has been resolved.
- Retention of overall responsibility and ownership of all Incidents until the Incident is closed, subject to Customer approval.

Continuant may implement a firmware update or security patch to resolve an Incident. If firmware or security patches are not made publicly available by an Original Equipment Manufacturer (OEM), the Customer is

responsible for providing Continuant with a support contract or other form for Continuant to gain access to the firmware or patch.

## **8/5 Onsite Incident Management**

Onsite Incident Management ensures that normal Service Operation is restored as quickly as possible through the dispatch of local technicians. The dispatched technicians provide diagnostics, troubleshooting and/or parts replacement (parts are not included unless they are covered under Hardware Replacement Services). Onsite Incident Management is provided Monday through Friday during Standard Business Hours (local time at the affected location) for all sites with Covered Equipment. The Customer is responsible for providing access to the site.

### **Incident Prioritization**

Continuant classifies and prioritizes Incidents according to Impact and Urgency. Continuant will evaluate Incident Impact and Urgency to classify all Incidents into Priority 1 (P1), Priority 2 (P2), Priority 3 (P3) and Priority 4 (P4) Incident categories.

### **Impact Definitions**

An Incident is classified according to its impact on the business (the size, scope, and complexity of the Incident). Impact is a measure of the business criticality of an Incident, often equal to the extent to which an Incident leads to the degradation of a service. The four Impact levels are:

1. **Widespread** – The entire inventory of Covered Equipment is affected (more than three quarters of individuals, sites or devices).
2. **Large** – Multiple sites are affected (between one-half and three-quarters of individuals, sites or devices).
3. **Localized** – A small number of sites, rooms, and/or users are affected (between one-quarter and one-half of individuals, sites or devices).
4. **Individualized** – A single user is affected (less than one-quarter of individuals, sites or devices).

### **Urgency Definitions**

Urgency defines the criticality of the Incident to the Customer's business. Continuant will work with the Customer to understand and set the proper Urgency level. The four Urgency levels are:

1. **Critical** – Primary business function is stopped with no redundancy or backup. There may be an immediate financial impact to the Customer's business or organization.
2. **High** – Primary business function is severely degraded or supported by backup or redundant system. There is potential for a significant financial impact to the Customer's business.
3. **Medium** – Non-critical business function is stopped or severely degraded. There is a possible financial impact to the Customer's business.
4. **Low** – Non-critical business function is degraded. There is little or no financial impact.

## Continuant Incident Management Priorities Matrix

	Widespread	Large	Localized	Individualized
Critical	P1	P1	P2	P2
High	P1	P2	P2	P3
Medium	P2	P3	P3	P3
Low	P4	P4	P4	P4

Continuant will downgrade the Incident Priority in accordance with the reduced severity of Impact or Incident resolution. The case may be left open for a prescribed period while operational stability is being assessed.

The Incident Case will be resolved by Continuant or the Customer upon validation of the issue remediation and the system's returning to operational stability.

### Event Management

Continuant will provide 24x7 Event Management that includes system monitoring and management of events for Covered Equipment, where applicable and possible. Continuant's Network Operations Center (NOC) will manage the Event Management services provided to the Customer. The Continuant NOC will identify critical components in the Customers' environment and define key event thresholds for the specific system components. Event Management requires the Customer to provide remote access and alerting capabilities to Continuant. This may include the Customer allowing the installation of Continuant software and/or servers. Continuant will provide structured levels of notifications to the Customer for significant events detected in the Customers' environment. Continuant Event Management will trigger Incident Management, where applicable.

### Hardware Replacement

Continuant will provide Hardware Replacement on specified Covered Equipment. In the event of defective equipment, Continuant will make repairs or provide replacements of the defective equipment with either new equipment or a refurbished equivalent model at Continuant's discretion. Hardware Replacement includes parts within the telephone system (PBX) such as circuit packs, power supplies, processing elements and cabinetry, voicemail system (as applicable) and the primary server where the covered application resides. Telephone sets, Uninterruptible Power Systems (UPS), PCs, servers, modems, routers, switches, wireless access points, security appliances, or other devices supporting carrier, or PSTN services, are not included in this agreement unless specifically noted.

### Change Control

Continuant will manage the control of change activities of the Covered Equipment. The primary goal of this process is to ensure that all potential risks of performing changes are documented and communicated. Continuant's Change Control responsibilities may consist of the following activities:

- Raise and record change.
- Assess the impact, benefit, and risk of proposed changes.
- Confirm business justification and obtain approval.

The three types of Changes are:

**Standard** – Standard Changes are defined as well-known, repeatable and thoroughly documented procedures. These procedures present a low risk to operations and business services as determined by a standard risk assessment. Standard Changes are preauthorized by the Customer to be implemented per terms agreed upon with the Customer. If the Service owner is concerned about the risk and/or potential impact of a change on other services, then a Normal or Emergency Change should be considered. A list of Standard Change templates may be provided upon request.

**Normal** – Normal Changes are defined as medium/high risk to business services and therefore must follow the normal change management process. The urgency of Normal Changes may be upgraded to accelerate the timeline for implementation given Customer business justification of an impending business impact.

**Emergency** – Emergency Changes are defined as high risk to the business and require implementation without proceeding through the normal Change Management process. They may be required to resolve a break/fix situation that has resulted in a service degradation or interruption in service. They may also be needed to address an imminent interruption in service. Emergency Changes should leverage existing Standard Change procedures where applicable to reduce the associated risk. These changes should also be related to a corresponding Incident where a service disruption or potential disruption has been recorded.

	Widespread	Large	Localized	Individualized
Critical	P1	P1	P2	P2
High	P1	P2	P2	P3
Medium	P2	P3	P3	P3
Low	P4	P4	P4	P4

Continuant will downgrade the Incident Priority in accordance with the reduced severity of Impact or Incident resolution. The case may be left open for a prescribed period while operational stability is being assessed.

The Incident Case will be resolved by Continuant or the Customer upon validation of the issue remediation and the system's returning to operational stability.

## Service Level Management

Continuant's Service Level Management (SLM) tracks the performance of managing Incidents and Service Requests with Service Level Objectives (SLO). SLOs apply to work performed on Covered Equipment that is managed exclusively by Continuant. Continuant will adhere to the SLOs during Service Operation. SLOs do not apply during Service Transition.

The following metrics are tracked as SLOs:

- Time to Notify (TTN)
- Time to Restore (TTR)
- Time to Fulfill (TTF)

### Time to Notify (TTN)

Continuant will respond to Incidents and Service Requests raised through the management platform by electronically notifying a specified Customer contact(s) within the TTN timeframe.

Case(s)	Time To Notify	SLO Target
All incidents and service requests.	15 minutes from case opened date/time.	99%

### Time to Restore (TTR)

TTR is applicable only to Incident Cases. TTR refers to the time elapsed between the failure which caused the Incident and when Continuant restores the Covered Equipment to an acceptable operational state.

Incident Level	Time to Restore	SLA Target
P1 Incidents	4 Hours	95%
P2 Incidents	12 Hours	95%
P3 Incidents	72 Hours	95%
P4 Incidents	120 Hours	95%

### Time to Fulfill (TTF)

TTF is only applicable to Service Request cases. Continuant has organized Service Requests into categories, based on the level of complexity and the amount of time required to complete the request. The chart below provides a breakdown of the Continuant SLOs for completing Service Requests within each category:

Service Request Category	Time to Fulfill*	SLO Target
Remote Simple	2 Business Days	95%
Remote Simple - Expedited	8 Hours	95%
Remote Complex	5 Business Days**	95%
On-Site Simple	3 Business Days	95%
On-Site Complex	5 Business Days**	95%
Project	No SLA, scheduled	No SLA

\*From receipt of fully qualified and scheduled Change Request.

\*\*SLO time commences upon Continuant receiving signed quote from Customer.  
Business days are Monday through Friday, excluding Continuant-observed holidays.

SLO measurements exclude the following:

- Delays caused by the Customer in resolving the qualifying issue (for example, waiting for response on change window or on-site resources).
- Any mutually agreed upon schedule of activities that causes Service Levels to fall outside of measured SLOs defined obligations.
- Hardware Replacement delivery to the Customer's location, either from a Manufacturer Maintenance Agreement or Hardware Replacement services from Continuant.
- Delays or faults caused by third-party equipment, services or vendors in resolving the qualifying issue.
- Other factors outside of Continuant's reasonable control for which Continuant is not responsible.
- Acquisition and installation time of new software to be installed on the Covered Equipment due to software defects or bugs.

## Customer Responsibilities

For Continuant to effectively deliver services, the Customer must provide information and/or access to Covered Equipment and sites for Continuant.

## Customer Requirements Document

Continuant will send a Customer Requirements Document (CRD) to the Customer, which provides key information for Service Delivery. The Customer is responsible for filling out the CRD, which will include:

- Customer representative contact name.
- Authorized contacts to request support services.
- Location of the site(s) to be managed.
- Network connectivity detail and topology.
- Covered Equipment information:
  - Location and naming scheme.
  - As-built documentation and/or bill of materials.
  - Managed IP addresses and system details.
  - Simple Network Management Protocol (SNMP) community strings.
  - Telnet and password access.
  - Definition of Customer-specific support policies.
  - Maintenance contract or software support contract information.
- Letter of Authorizations for third-party vendors.

## **Continuant Remote Access and Event Management**

The Continuant Access and Monitoring Platform will allow remote access and monitoring for all Covered Equipment supported by CMS (Continuant Managed Services). The access and monitoring platform includes a suite of management applications, consisting of software and hardware required for the delivery of services. Continuant requires the Customer to help facilitate the installation and management of the access and monitoring platform. The Access and Monitoring Platform is deployed on the Customer's network, in a single configuration instance or multiple instance configurations depending on the number, type, and location of the Covered Equipment. Any delay in establishing remote access or the deployment of the management applications may inhibit the ability for Continuant to deliver services.

The Access and Monitoring Platform is installed during Service Transition for the duration of the contract term. During the contract term, the Customer is granted a nonexclusive and nontransferable license to use the hardware and the software resident solely on the supplied access and monitoring platform. Installation of the remote Access and Monitoring Platform may require the following from the Customer:

- Network connectivity established per Continuant-supplied guidelines.
- Communications facilities and services, including internet and network configuration. These communication facilities and services must be maintained for the duration of the contract term.
- A resource person to support the installation activities of the hardware and software, which may include:
  - Racking
  - Connection to the network
  - Power connection to continuous uninterrupted power, suitable commercial power, and an Uninterruptible Power System (UPS) or other acceptable power back-up facilities.

The Customer will use reasonable efforts to provide and maintain the Access and Monitoring Platform in good working order. The Customer shall not, nor permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any hardware or software in the platform. Should this occur as a result of the Customer's actions without first receiving written consent from Continuant, the Customer will be responsible for reimbursing Continuant for the cost to repair any damage caused to the platform. Under no circumstance will Continuant be held liable to the Customer or any other parties for the interruption of services, missed SLOs, or for any other loss, cost, or damage that results from the improper use or maintenance of the platform.

Unless otherwise agreed upon, title to all Monitoring Platforms shall remain in the possession of Continuant. The Customer must return all associated materials (hardware, software and documentation) to Continuant immediately upon expiration or termination of the contract term. Continuant expects that, at the time of removal, the platform shall be in the same condition as when installed, except what normal wear and tear is expected. The Customer shall reimburse Continuant for the depreciated costs of any platform equipment, whereby the condition of which is deemed beyond normal wear and tear.

## Optional Add-On Services

### 24/7 Onsite Incident Management

Continuant will provide 24/7 onsite support that ensures normal service operation is restored as quickly as possible and the business impact is minimized through the dispatch of local technicians. Activities may include 24/7 dispatch of local technicians for diagnostics, troubleshooting and/or parts replacement (parts not included). Customer is responsible for 24/7 access to the premises. Onsite incident management will be billed at T&M rates. All dispatches are subject to a 2-hour minimum and trip charge.

### Simple Service Requests

A Simple Service Request (SSR) is a formal request from the customer for service on equipment. SSRs are considered a minor and routine configuration change affecting one user or device. These requests do not require any research or review of documentation and are all completed remotely. SSRs are not scheduled and will be completed according to time to fulfill service level definitions.

The following types of work are considered an SSR and follow the below criteria:

- Low risk, System Administration Work (move-add-change-deletion)
- Affects a single user
- A standard type of change does not require a normal or emergency change request.
- Can be done at will (does not require specific scheduled work window); fulfilled within SLO
- Customer must allow Continuant remote access to the application or equipment to perform SSRs. The requested feature must be currently supported by the firmware present on the device and known to be working correctly. In some cases, a SSR may require the dispatch of a Continuant technician

for on-site work. In this event, customer must provide approval before technician is sent on-site. On-site work will be billed at current time and material rates plus a trip charge.

- SSRs are fulfilled during standard business hours as defined for the location and are billable at Continuant's T&M rates
- A specified number of SSRs may be purchased as part of the monthly managed services contract, the specified number must be identified on the investment page of this proposal
- If no specified number of SSRs are purchased monthly, or if the Customer uses more SSRs than the specified amount, each SSR will be billable at Continuant's T&M rates.
- Expedited SSRs are requests the customer requires to be completed within accelerated timeframes. Expedited SSRs will be subject to an additional \$50.00 per request.
- Onsite SSRs cannot be expedited

### Onsite Critical Spares

Continuant will place Critical Spare Parts in a kit at a site with Covered Equipment. Continuant will only place core components of the Covered Equipment. The Customer may request additional parts be included in the kit, which may require an additional fee. These Critical Spare Part kits remain the sole and exclusive property of Continuant.

### Terms and Conditions:

1. **Scope of Work.** The scope of work is included this SOW, additions to the scope may be detailed in an additional document and incorporated into this SOW and subject to all its terms and conditions. Additional services may be recognized as necessary after execution of this SOW – such additions constitute a substantial change and require a signed Change Order Form. Additional work by Continuant will not be carried out without such change order received. Additional services will be invoiced at the agreed amount on the appropriate Change Order Form.

2. **Change Management.** The following events will be addressed with a Project Change Order ("PCO"). Those events include, but not limited to, any change to schedule, cost, or personnel. Unless specifically described otherwise in the Agreement, changes to this SOW will be made according to the process described herein. If not specified, approved minor or non-substantive changes will be memorialized in writing using email communications. For large or substantive changes, as determined by Continuant, a Change Order Form will be required. This form will be agreed upon by both Parties and become an attachment to and part of this Agreement after both Parties have signed.

3. **Coverage Service Exclusions.** Coverage service does not include repair for damages, malfunctions, or performance characteristics caused by: (1) non-Continuant or Original Equipment Manufacturer ("OEM") software or facilities; (2) use of non-Continuant or OEM furnished equipment, software, or facilities with the covered equipment; (3) use of equipment, software, or facilities not covered by Continuant's Coverage; (4) Customer failure to follow Continuant's installation, operation or maintenance instructions, including Customer's failure to permit Continuant timely remote access to covered equipment; (5) failure or malfunction of equipment, software, or facilities not under Continuant's Coverage; (6) actions of non-Continuant personnel; (7) power surge, outage, and/or electrical storm; (8) equipment misuse, abuse or mishandling; (9) force Majeure conditions as stated in the Agreement. Unless otherwise specified, Coverage does not include batteries, tapes, and/or other consumables.

Service Levels as defined in this SOW do not apply until system set-up, including remote access, has been completed by Continuant. Any delay by the Customer that prevents Continuant's ability to set up and establish access to Customer's system remotely may result in time and material charges for all Incident Management Services.

Continuant does not warrant uninterrupted or error-free operation of the covered equipment. In addition, Continuant is not obligated to provide Coverage if Customer modifies or uses the covered equipment outside of manufacturer's specifications or for any equipment with a pre-existing condition. Any maintenance issues discovered by Continuant or brought to Continuant's attention by Customer will be considered pre-existing until the Coverage setup process is completed by Continuant. Customer-initiated system additions, product

moves, or system programming changes or additions are not included under Coverage. Continuant will perform repair or other services not under Coverage at Continuant's standard rates for such service.

Customer shall notify Continuant prior to relocating covered equipment to a different physical address. Additional charges will apply if Continuant incurs costs as a result of relocation of covered equipment.

4. **Term of Coverage**. Coverage will begin on the Commencement Date listed on this SOW and will remain in effect until the first (1st) of the month following the end of the term as specified on this SOW. At the end of each term, Coverage will hard-stop unless a new term is agreed upon by Customer.

5. **Termination**. Customer may cancel Coverage under this SOW, in whole or in part, or as to any of Customer's covered sites at any time, by providing Continuant with a thirty (30) days' written notice to cancel.

6. **Customer Responsibilities**. Customer agrees to: (1) provide the proper environment, electrical and network connections; (2) provide remote access to the equipment under Coverage, and/or a work space for covered equipment; (3) maintain a procedure external to the software program(s) and host equipment for reconstruction of lost or altered files, data, and programs; (4) provide Continuant a list of any covered equipment with pre-existing conditions, that is, equipment suspected or known to have problems or issues in the past; (5) provide passwords necessary to access Customer's equipment under Coverage; and (6) authorize Continuant, its employees, and affiliates to act on Customer's behalf regarding non-financial or contractually obligating matters with related 3rd party providers and vendors as necessary to provide the Coverage.

7. **Orders**. Orders will be governed exclusively by the terms and conditions of the Agreement and the SOW. Terms and conditions on Customer's Purchase Order ("PO") shall not apply.

# Let's Get Started

## Proposal Information

Contract Term (Months): 12  
with the option to renew for 2 additional 1 year terms.

MSA Number: DIR-TELE-CTSA-011

Proposal Number: 7876807991

Tentative Commencement Date: 05 / 01 / 2023

## Billing Contact

Full Name: Shandra Carter

Phone Number:

Email:  
Shandra.Carter@tjjd.texas.gov

## Signer Info

Full Name: Shandra Carter

Title: Executive Director

Entity: Texas Juvenile Justice Department

Customer  
Signature: [Redacted]

Shandra Carter, Executive Director

Date: 6/5/23

## Counter Signer

Full Name: Doug Graham

Title: CEO

Entity: Continuant Tech, Inc.

Counter  
Signature: [Redacted]

Date: 6-5-23

This proposal will expire in 30 days.

