

STATE TERM CONTRACT

THIS CONTRACT ("Contract") is between the State of Ohio ("State"), through its Department of Administrative Services, General Services Division, at 4200 Surface Road, Columbus, Ohio, 43228 and Mitel Business Systems, Inc. ("Contractor"), with offices at 1146 North Alma School Road, Mesa, Arizona, 85201. The term "Executed Agreement" as used in the EULAs means this Contract.

BACKGROUND

The State recognizes that it is sometimes advantageous to do business with some manufacturers under a State term contract rather than through a competitive bidding or proposal process. In such cases, the State may enter into a contract with the manufacturer provided that the manufacturer offers its products and ancillary services at the same prices that the manufacturer offers those products and services to the US Government under the GSA's Multiple Award Schedule program or SmartBuy program. If the manufacturer has no GSA Multiple Award Schedule or SmartBuy contract, the State may accept the prices that the manufacturer offers to its most favored customers for each product or service.

The State also recognizes that some manufacturers work primarily through dealers for various reasons, including offering customers better support through dealers that have a local presence in a service area. Because of this, the State may sometimes agree to work directly with a manufacturer's dealers.

However, if the Contractor is not the manufacturer of the products or services under this Contract, the Contractor must submit a letter from the manufacturer that assures the State that the Contractor is an authorized dealer in the manufacturer's products or services. The letter also must assure the State that the Contractor will have sufficient quantities of the offered products for the duration of the Contract to meet the State's needs under the Contract during the initial term and any extensions. Further, the letter must identify each of the manufacturer's product and service that the Contractor will supply under this Contract. The letter also must contain an assurance of the availability through the dealer of repair services and spare parts for products covered by this Contract for five years from the date of purchase. It also must contain an assurance that software maintenance will be available under the terms of this Contract either from the dealer or the manufacturer for six years from the date of acceptance. (This assurance is not necessary for PC and PC-based server software with a perpetual license fee of less than \$10,000.00 per copy.) The dealer must submit the letter, signed by an authorized representative of the manufacturer, with the executed copies of this Contract.

This Contract establishes terms and conditions under which State agencies (including any board, instrumentality, commission, or other political body) and Ohio political subdivisions, such as counties, municipalities, and townships, may acquire the Contractor's products or services at the pricing identified below. This Contract, however, only permits such; it is not a requirements contract and does not obligate any State agency or political subdivision to acquire the Contractor's products or services.

TERMS AND CONDITIONS

1 - TERM

- 1.1 **TERM.** This Contract is effective on the date the State's duly authorized representative executes it, as evidenced by the date appearing with the representative's signature, below. Unless this Contract is terminated or expires without renewal, it will remain in effect until November 29, 2015. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.
- 1.2 **CONTRACT RENEWAL.** In the State's sole discretion, it may renew this Contract for a period of one month at the end of each biennium during which this Contract remains in place. Any further renewals will be only by written agreement between the State and the Contractor. Such renewals may be for any number of times for any period not to exceed the time remaining in the State's then-current biennium.

2 - PRICING AND PAYMENT

- 2.1 **CERTIFICATION OF ACCURACY.** By checking one of the following three items, the Contractor certifies that the Contractor's prices under this Contract are:
- X The prices at which the Contractor currently offers each product and service to the US Government under the GSA's Multiple Award Schedule program;
The prices at which the Contractor currently offers each product and service to the US Government under the GSA's SmartBuy program; or
The best prices at which the Contractor has offered each product and service to its most favored customers within one year before the date the Contractor executed this Contract or adds the product or service to this Contract, whichever is later.

If the Contractor is offering prices based on its most favored customer prices, the Contractor represents that it does not have a GSA Multiple Award Schedule or SmartBuy contract.

If the Contractor has submitted a manufacturer's letter to certify that the Contractor is an authorized dealer for the manufacturer, the Contractor represents that the information in the letter is accurate and that a duly authorized representative of the manufacturer signed the letter.

The Contractor further certifies that the above representations will apply and be true with respect to all future pricing information submitted to revise this Contract.

- 2.2 PRICE ADJUSTMENTS.** If the Contractor has relied on its GSA Multiple Award Schedule pricing or its GSA SmartBuy pricing, the State will be entitled to any price decreases that the Contractor offers to the GSA for any of its products and services during the term of this Contract. The Contractor must notify the State of any reduction in its GSA Multiple Award Schedule or SmartBuy pricing within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

If the Contractor has relied on its most favored customer pricing, the State will be entitled to a price decrease any time the Contractor or any of its dealers or distributors under this Contract sells a product or a service to any of its customers for less than the price agreed to between the State and the Contractor under this Contract. Any time the Contractor or any of its dealers or distributors under Section 3.1 of this Contract sells a product or provides a service to any customer for less than it is then available to the State under this Contract, the Contractor must notify the State of that event within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

The Contractor also must notify the State within 30 days of any general reduction in the price of any product or service covered by this Contract, even if the general reduction does not place the price of the product or service below the price available to the State under this Contract. The purpose of this notice of a general reduction in price is to allow the State to assess the value the State believes it is receiving under this Contract in light of the general reduction. If the State believes it is appropriate, the State may ask to renegotiate the Contract price for the products and services affected by the general reduction in price. If the Contractor and the State cannot agree on a renegotiated price, then on written notice to the Contractor, the State may immediately remove the affected products and services from this Contract.

- 2.3 PRICELIST.** The Contractor's pricelist for the products and services that the Contractor may provide to the State under this Contract is attached as Exhibit I. For convenience, those products and services are called "Deliverables" in this Contract. Any custom materials resulting from the Contractor's services also are called "Deliverables" in this Contract. The Contractor may not provide any other Deliverables under this Contract without a prior written amendment to this Contract that both the State and the Contractor have signed. Furthermore, the Contractor may not charge the State greater prices for these Deliverables than the prices on the Exhibit I. If Exhibit I contains or incorporates by reference any terms or conditions other than a description of the scope of license for software, a description of the Contractor's products and services, and the prices for those products and services, those terms or conditions are excluded from this Contract and are of no effect. Exhibit I is identified as the following pricelist:

MITEL BUSINESS SYSTEMS - OHIO STATE TERM CONTRACT PRICE LIST 2013

The Contractor will not sell to the State any notebook computers with less than a 1.60 GHz internal clock speed. Additionally, the Contractor will not sell to the State any PCs or servers using CPUs with less than a 3.0 GHz internal clock speed. Additionally, the Contractor will not sell to the State any term software licenses. And except in the case of operating systems licensed in conjunction with desktop PCs, notebook computers, PDAs, and similar personal computing devices that the OEM does not distribute without an operating system, the Contractor will not sell or license any Microsoft software to the State. If any of the foregoing items are listed in the Contractor's pricelist, they are deleted for purposes of this Contract.

- 2.4 NOTIFICATION OF PRICE INCREASES.** If this Contract permits any price increases, the Contractor must notify the State and any affected State agencies of the increase at least 60 days before the effective date of the price increase. The Contractor must notify affected State agencies at their purchase order "bill to" address contained in the applicable purchase orders. This notification must specify, when applicable, the product serial number, location, current price, increased price, and applicable purchase order number.
- 2.5 Payment Due Date.** Payments will be due on the 30th day after the later of:
- (a) The date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or
 - (b) The date the State accepts the Deliverable.

The date the State issues a warrant (the State's equivalent to a check) in payment of an invoice will be considered the date payment is made. Without diminishing the Contractor's right to timely payment, the payment will be overdue only if it is not received by the 30th day after the payment's due date. If the State has not issued payment by then, interest will begin to accrue under Ohio Revised Code (the "Code") § 126.30.

2.6 Invoice Requirements. The Contractor must submit an original invoice with three copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

- (a) Name and address of the Contractor as designated in this Contract;
- (b) The Contractor's federal tax identification number as designated in this Contract;
- (c) The Contractor's invoice remittance address as designated in this Contract;
- (d) The purchase order number authorizing the delivery of the Deliverables;
- (e) A description of the Deliverables, including, as applicable, the time period, serial number, unit price, quantity, and total price of the Deliverables; and
- (f) If the invoice is for a lease, the Contractor also must include the payment number (e.g., 1 of 36).

If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information. If an invoice does not meet this section's requirements, or if the Contractor fails to give proper notice of a price increase (see the next section), the State will send the Contractor written notice. The State will send the notice, along with the improper invoice, to the Contractor's address designated for receipt of purchase orders within 15 days. The notice will contain a description of the defect or impropriety and any additional information the Contractor needs to correct the invoice. If such notification has been sent, the payment due date will be 30 days after the State receives a proper invoice and has accepted the Contractor's Deliverable.

2.7 OHIO PAYMENT CARD. Participating State agencies issuing orders under this Contract may use the Ohio Payment Card. Such purchases may not exceed \$2,500 unless the Office of Budget and Management ("OBM") has authorized the agency to exceed this limit. If OBM increases the dollar limit for payment cards for all State agencies, the State will post notice of that on its Procurement Website. Participating State agencies are required to use the Ohio Payment Card in accordance with OBM's current guidelines for the Ohio Payment Card and the agency's approved plan filed with the OBM. The Contractor may process a payment in the payment card network only upon delivery and acceptance of the applicable Deliverables. For partial deliveries or performance, the Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the ordering agency. Upon completion of the delivery of remaining Deliverables, the Contractor may process a payment request in the payment card network for the remainder of the order. The Contractor should receive payment through its merchant bank within the time agreed upon between the Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transactions, which the Contractor may not pass on to the State.

2.8 NON-APPROPRIATION OF FUNDS. The State's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails to continue funding for any payments due hereunder, the order or orders under this Contract that are affected by the lack of funding will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments with respect to the affected order or orders.

2.9 OBM CERTIFICATION. This Contract is subject to Code § 126.07. Any orders under this Contract are void until the Director of the OBM certifies that there is a balance in the appropriation available to pay for the order.

2.10 CONTROLLING BOARD AUTHORIZATION. The State's obligations under this Contract are subject to the Ohio Controlling Board continuing to authorize the State's use of its term contracts program. If the Ohio Controlling Board fails to authorize or withdraws its authorization for this program, this Contract will terminate immediately, and the Contractor may not take any more orders under it.

2.11 TRAVEL EXPENSES. Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval. The State will pay for all additional travel expenses that it requests in accordance with OBM's travel policy in Rule 126-1-02 of the Ohio Administrative Code (the "Administrative Code").

2.12 TAXES. The State is exempt from all sales, use, excise, and property taxes and will not pay any such taxes. To the extent sales, use, excise, or any similar taxes are imposed on the Contractor in connection with any Deliverable, the Contractor must pay those taxes together with any interest and penalties not successfully disputed with the taxing authority.

2.13 OFFSET. The State may set off any amounts the Contractor owes to the State under this or other contracts against any payments due from the State to the Contractor under this or any other contracts with the State.

3 - CONTRACT ADMINISTRATION

3.1 DEALERS AND DISTRIBUTORS. The State authorizes the Contractor to name one or more dealers to work with the State on behalf of the Contractor. But if the Contractor decides to use any dealers, the Contractor must submit the name, principal business address, addresses for purchase orders and for payments, telephone number, and its federal tax identification number. The Contractor also must submit a completed W9 form for each dealer it wishes to name under this section. The Contractor's submission must be on its official letterhead, signed by an authorized representative, and addressed to the Deputy State Chief Information Officer, Office of Information Technology.

In doing so, the Contractor warrants that:

- (a) The Contractor has provided the dealer with a copy of this Contract, and a duly authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Contract.
- (b) Such agreement specifically provides that it is for the benefit of the State as well as the Contractor.
- (c) The Contractor will remain liable under this Contract for the services of any dealer and will remedy any breach of the dealer under this Contract.
- (d) Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due to the Contractor once the State has paid the dealer.
- (e) To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the agreement required under this section with the Contractor, the Contractor will indemnify the State for such liability.

If the Contractor wants to designate a dealer that will not receive payments (a "distributor"), the Contractor may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form. All other requirements and obligations for designating a dealer apply to designating a distributor.

The State strongly encourages the participation of small and disadvantaged businesses in its contracting programs and has created a certification program to Encourage Diversity Growth and Equity (EDGE) in State contracting. State agencies are instructed to include in their procurements such participation, including through the use of State Term Schedule contracts that are either held by EDGE businesses or that offer the opportunity to work with EDGE dealers or distributors.

3.2 AUDITS. During the term of this Contract and for three years after termination, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Deliverables and to the pricing representations that the Contractor has made to acquire this Contract. This audit right also will apply to the State's duly authorized representatives and any organization providing funding for any Deliverable.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or the facilities where the Contractor substantially performed under this Contract. If this is not practical, the Contractor must assume the cost of collecting, organizing, and relocating the records, along with any technology needed for accessing the records, to its office nearest Columbus, Ohio whenever the State or any entity with audit rights requests access to the records. The Contractor must do so within 15 days of receiving the State's written notice of its intent to audit the Contractor's records and must notify the State as soon as the records are ready for audit.

If any audit reveals any material misrepresentation or overcharge to the State, the State will be entitled to recover its damages, including the cost of the audit.

3.3 INSURANCE. The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

- a. Workers' compensation insurance, as required by Ohio law, and if some work will be done outside Ohio, the laws of the appropriate states where work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- b. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

\$ 2,000,000 General Aggregate
\$ 2,000,000 Products/Completed Operations Aggregate

\$ 1,000,000 Per Occurrence Limit
\$ 1,000,000 Personal and Advertising Injury Limit
\$ 100,000 Fire Legal Liability
\$ 10,000 Medical Payments

The Contractor shall, for each policy required by this Contract, provide the State with 30-days prior written notice of cancellation, material change, or non-renewal, except a ten (10) day notice for non-payment of premium. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

- c. Commercial Automobile Liability insurance with a combined single limit of \$500,000.
- d. Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

All certificates must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

- 3.4 **CONTRACT COMPLIANCE.** Any State agency that uses this Contract will be responsible for the administration of this Contract with respect to the orders that it places and may monitor the Contractor's performance and compliance with this Contract. If an agency becomes aware of any noncompliance with the terms of this Contract or the specifications of an order, the agency may document the noncompliance and give the Contractor written notice of the noncompliance for immediate correction. If the Contractor fails to cure the noncompliance, the agency may notify the State through the Department of Administrative Services, Office of State Purchasing, by executing a Complaint to Vendor form to help resolve the issue. Should the State determine that the form identifies an uncured breach of this Contract, the State may terminate this Contract and seek such other remedies as may be available to it.
- 3.5 **POLITICAL SUBDIVISIONS.** Ohio political subdivisions, such as Ohio cities, counties, and townships ("Political Subdivisions"), may rely on this Contract. Whenever a Political Subdivision relies on this Contract to issue a purchase order, the Political Subdivision will step into the shoes of the State under this Contract for purposes of its order, and, as to the Political Subdivision's order, this Contract will be between the Contractor and the Political Subdivision. The Contractor must look solely to the Political Subdivision for performance, including but not limited to payment, and must hold the State harmless with regard to such orders and the Political Subdivision's performance. But the State will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Political Subdivision. Nothing in this Contract requires the Contractor to accept an order from a Political Subdivision, if the Contractor reasonably believes that the Political Subdivision is or will be unable to perform its obligations in relation to that order.
- 3.6 **RECALLS.** If a Deliverable is recalled, seized, or embargoed, or if the Contractor, a manufacturer, packer, processor, or regulatory body finds that a Deliverable has been misbranded, adulterated, or is unsafe, the Contractor must notify the State, through the Department of Administrative Services, Office of State Purchasing, as well as all agencies that have ordered the Deliverable, within ten business days after the Contractor learns of any of the above events. At the option of the State, the Contractor must either reimburse the State for the purchase price of each affected Deliverable or provide an equal or better replacement for each Deliverable at no additional cost to the State. The Contractor also must remove and replace all affected Deliverables within a reasonable time, as determined by the State. Further, at the option of the State, the Contractor may be required to reimburse the State for storage costs and handling fees, which the State may calculate from the time of delivery of each affected Deliverable to the Deliverable's actual removal. Furthermore, the Contractor must bear all costs associated with the removal and proper disposal of the affected Deliverables. The State will treat any failure to refund the purchase price or provide a suitable replacement within a reasonable time, not to exceed 30 days, as a default.
- 3.7 **TERMINATION.** The State may terminate this Contract or any order under this Contract if the Contractor defaults in meeting its obligations and fails to timely cure its default. The State also may terminate this Contract or any order under it if a petition in bankruptcy is filed by or against the Contractor and not dismissed within 60 days. And the State may terminate this Contract or any order under it if the Contractor violates any law or regulation while performing under this Contract or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In all of the foregoing cases, the termination will be for cause.

On written notice, the Contractor will have 30 days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract, the applicable orders,

or both immediately upon written notice to the Contractor. Some provisions of this Contract may provide for a shorter cure period than 30 days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State also may terminate this Contract in the case of breaches that are cured within 30 days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations two times. After the second such notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three defaults do not have to relate to the same obligation or type of failure.

The State also may terminate this Contract or any order under this Contract for its convenience and without cause. And the State may terminate this Contract or any order under it if the Ohio General Assembly fails to appropriate funds for any order under this Contract. Further, if a third party is providing funding for an order, the State also may terminate this Contract or any order under it should that third party fail to release any funds related to this Contract or an order under it.

Any notice of termination will be effective as soon as the Contractor receives it. On receipt of the notice of termination, the Contractor will immediately cease all work on any Deliverables affected by the termination and take all steps necessary to minimize any costs the Contractor will incur related to the affected orders. The Contractor also must immediately prepare a report and deliver it to the State. The report must detail all open orders at the time of termination.

If the State terminates this Contract or any order for cause, it will be entitled to cover for the affected orders by using another vendor or vendors on such commercially reasonable terms and conditions as it and the covering vendors may agree. The Contractor will be liable to the State for all costs related to covering for the affected orders to the extent that such costs exceed the costs that the State would have incurred under this Contract for those orders. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other event leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount the State determines that it owes the Contractor.

3.8 INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT

3.8.1 It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from DAS to any public employee retirement system.

3.8.2 Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in ORC 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under this agreement complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link:

<https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>

3.8.3 Contractor's failure to complete and submit the Independent/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this agreement, shall serve as Contractor's certification that contractor is a "Business entity" as the term is defined in ORC Section 145.037.

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Initial if Contractor is a "business entity" and will not submit the Independent Contractor/Worker Acknowledgement to the ordering agency

3.10 **LOCATION OF SERVICES AND DATA.** As part of this Contract, the Contractor must disclose the following:

(a) All locations where any services will be performed;

- (b) All locations where any State data applicable to the Contract will be maintained or made available; and
- (c) The principal place of business for the Contractor and all its subcontractors.

The Contractor may not change any location where any services are performed to a location outside the country of the original location or change any location where the data is maintained or made available to any other location outside the country of the original location without prior written approval of the State, which the State will not be obligated to provide.

4 - DELIVERY AND ACCEPTANCE

- 4.1 ACCEPTANCE.** The acceptance procedure for Deliverables will be an informal review by the agency acquiring the Deliverables to ensure that each Deliverable meets the warranties in this Contract. The State will have up to 30 days after installation to do this. The State will not issue a formal letter of acceptance, and passage of 30 days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverables does not meet the warranties in this Contract.

If the State issues a noncompliance letter, the Contractor will have 30 days to correct the problems listed in the letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the State has issued a noncompliance letter, the Deliverable will not be accepted until the State issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30-day period, the State will issue the acceptance letter within 15 days after all defects have been fixed.

- 4.2 TITLE.** Title to any Deliverable will pass to the State only on acceptance of the Deliverable, and all risk of loss will remain with the Contractor until title to the Deliverable passes to the State.

- 4.3 DELIVERIES.** The Contractor must make all deliveries F.O.B. destination.

5 - INTELLECTUAL PROPERTY

- 5.1 COMMERCIAL MATERIAL.** As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense and that is commercially available in the marketplace, subject to intellectual property rights, and readily susceptible to copying through duplication on magnetic media, paper, or other media. Examples include the written reports, books, pictures, videos, movies, computer programs, source code, and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in an Exhibit to this Contract, if that scope of license is different than the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

For Commercial Software, the State will have the following, perpetual rights, subject to the next paragraph. The State may:

- (1) Use and copy the Commercial Software for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;
- (2) Use or copy the Commercial Software for use with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
- (3) Reproduce the Commercial Software for archival, image management, and backup purposes;
- (4) Modify, adapt, and combine the Commercial Software with other computer software, provided that the modified, combined, and adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions on use;
- (5) Disclose to and reproduce the Commercial Software for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions on use; and
- (6) Use or copy the Commercial Software for use with a replacement computer.

In the case of any other scope of license (e.g., MIPs, tier, concurrent users, enterprise, site, or otherwise), the foregoing will apply except as expressly modified by the applicable license description, which must be incorporated as part of Exhibit I. If the Contractor provides greater license rights in an item included in Exhibit I to its general customer base for the Software's list price, those additional license rights also will be provided to the State without additional cost or obligation. No license description may reduce the rights in items 1 through 6 above; it may only define the extent of use, if the use is other than a CPU license.

The State will treat any Commercial Software as Confidential Information, in accordance with the requirements of the Confidential Information section of this Contract, if the Commercial Software is clearly and conspicuously labeled as confidential or secret.

5.2 CUSTOM DELIVERABLES. All custom work done by the Contractor and covered by this Contract will belong to the State, with all rights, title, and interest in all intellectual property that comes into existence through the Contractor's work under this Contract being assigned to the State. Additionally, the Contractor waives any shop rights, author rights, and similar retained interests in any such custom developed materials. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. However, the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials").

The Contractor grants the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing materials in a custom Deliverable, the Contractor must disclose that desire to the State and obtain written approval from the State for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice that Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

5.3 CONFIDENTIALITY. The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. The Contractor may not disclose any Confidential Information to third parties and must use it solely to perform under this Contract.

If any Deliverables contain data, documentation, or other written information that is confidential in nature and properly labeled as such, then it also will be Confidential Information for purposes of this section. The State will keep all such Confidential Information in confidence and will not use it other than as authorized under this Contract. Nor will the State disclose any such Confidential Information to any third party without first obligating the third party to maintain the secrecy of the Confidential Information.

If one party discloses Confidential Information ("Disclosing Party") to the other party to this Contract ("Receiving Party"), the Receiving Party's obligation to maintain the confidentiality of the Confidential Information will not apply where such:

- (1) Was already in the possession of the Receiving Party without an obligation of confidence;
- (2) Is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development;
- (3) Except as provided in the next paragraph, is or becomes publicly available without a breach of this Contract;
- (4) Is rightfully received by the Receiving Party from a third party without an obligation of confidence;
- (5) Is disclosed by the Receiving Party with the written consent of the Disclosing Party; or
- (6) Is released under a valid order of a court or governmental agency, provided that the Receiving Party:
 - (a) Notifies the Disclosing Party of the order immediately upon receipt of it; and
 - (b) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting the disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

Except for Confidential Information that the Contractor delivers to the State and that is part of a Deliverable or necessary for the proper use or maintenance of a Deliverable, the Receiving Party must

return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The disclosure of the Confidential Information of the Disclosing Party in a manner inconsistent with the terms of this provision may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and each Receiving Party agrees that in the event of a breach of the Receiving Party's obligations hereunder, the Disclosing Party will be entitled to temporary and permanent injunctive relief to enforce the provisions of this Contract without the necessity of proving actual damages. However, provision does not diminish or alter any right to claim and recover damages.

- 5.4 USE OF NAME.** The Contractor may not publicize that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing. The State has no obligation to agree to any such advertising, publicity, sales, or marketing activities.

6 – TRANSACTION REPORTING

- 6.1 Contractor's SALES REPORT.** The Contractor must report the quarterly dollar value (in US currency rounded to the nearest whole dollar) of the sales under this Contract each calendar quarter (i.e., January-March, April-June, July-September and October-December). The dollar value of the sales reported must equal the price paid by all State agencies and Political Subdivisions for Deliverables under this Contract during the reporting period.

The Contractor must report the quarterly dollar value of sales to the State via the Internet using the Web form at the Department of Administrative Services, OIT vendor portal, <https://cm.ohio.gov>. If no sales occur, the Contractor must show zero sales on the report. The report must be submitted 30 days after the completion of the reporting period.

The Contractor also must submit a closeout report within 120 days after the expiration of this Contract. The Contract expires on the physical completion of the last, outstanding task or delivery order of the Contract. The closeout report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all Contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero sales in the closeout report.

If the Contractor fails to submit any sales report in a timely manner or falsifies any sales report, the State may terminate this Contract for cause.

- 6.2 Contractor's REVENUE SHARE.** The Contractor must pay the State a share of the sales transacted under this Contract. The Contractor must remit the revenue share in US dollars within 30 days after the end of the quarterly reporting period. The revenue share that the Contractor must pay equals .0075 of the total quarterly sales reported. The revenue share is included in the prices reflected on Exhibit I and reflected in the total amount charged to ordering activities, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the revenue share.

The Contractor must remit any amount due as the result of a quarterly or closeout report at the time the quarterly or closeout report is submitted to the Department of Administrative Services, Office of State Purchasing. The Contractor also must pay the revenue share by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the applicable State Term Contract Number, total report amount, and reporting period covered.

The Contractor must make each check payable to "Treasurer, State of Ohio", and forward it to the following address:

Department of Administrative Services
GSD Business Office
4200 Surface Road
Columbus, OH 43228

If the full amount of the revenue share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid revenue share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the revenue share. Additionally, if the Contractor fails to pay the revenue share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause and seek damages for the breach.

7 - WARRANTIES AND LIABILITIES

- 7.1 WARRANTIES.** The Contractor warrants that the recommendations, guidance, and performance of the Contractor and all Deliverables under this Contract will:

- (a) Be in accordance with the sound professional standards and the requirements of this Contract and without any material defects;
- (b) Not infringe on the intellectual property rights of any third party;
- (c) Be the work solely of the Contractor, unless otherwise provided in this Contract; and
- (d) Be merchantable and fit for the particular purpose for which the Deliverables were acquired.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that:

- (a) The Contractor has the right to enter into this Contract;
- (b) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract;
- (c) The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control;
- (d) The Contractor has good and marketable title to any products delivered under this Contract and in which title passes to the State; and
- (e) The Contractor has the right and ability to grant the license provided in any Deliverable in which title does not pass to the State.

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed, not to exceed 30 days, or refund the amount of the compensation paid for the Deliverable. The Contractor also must indemnify the State for any direct damages and any claims by third parties based on any breach of these warranties.

7.2 SOFTWARE WARRANTY. If Exhibit I includes work to develop custom software as a Deliverable, then on delivery and for one year after the date of acceptance of any Deliverable that includes custom software, the Contractor warrants that:

- (a) The software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation;
- (b) The software will be free of material defects;
- (c) The Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code;
- (d) The source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and
- (e) The software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software developed by the Contractor or licensed from a third party, the Contractor represents and warrants that it either has the right or has obtained a binding commitment from the third party licensor to make the following warranties and commit to the following maintenance obligations. During the warranty period described in the next paragraph, the Contractor must:

- (a) Maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in its documentation;
- (b) Supply technical bulletins and updated user guides;
- (c) Supply the State with all updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code;
- (d) Correct or replace the software and remedy any material programming error that is attributable to the Contractor or the third-party licensor; and
- (e) Maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment for which it was designed.

For Commercial Software designed for mainframe platforms and for Commercial Software designed for PC or PC-based servers and costing more than \$10,000.00 per license or per copy, the warranty period will be the longer of one year after acceptance or the licensor's standard warranty period. For Commercial Software designed for PC or PC-based servers and costing less than \$10,000.00 per license or per copy, the warranty period will be the longer of three months after acceptance or the licensor's standard warranty period. For PC and PC-based servers, the warranty will not include updates, improvements, enhancements, or modifications to the Commercial Software and documentation, if such are not provided as part of the licensor's standard warranty or license fee.

Software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation must provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions. The Contractor must provide the source code in the language in which it was written and must include such commentary or annotations as would allow a competent programmer proficient in the source language to readily

interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

- 7.3 EQUIPMENT WARRANTY.** If any computer hardware or other type of electrical equipment ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for the warranty period described in the next paragraph that the Equipment will perform substantially in accordance with its user manuals, technical materials, and related writings published by the manufacturer with respect to such Equipment, and that such Equipment will achieve any function described in such writings. The foregoing warranty will not apply to Equipment that the State modifies or damages after title passes to it. The warranty period for all Equipment will be the longer of one year after the State accepts the Equipment or the Contractor's standard warranty period.

If any Equipment does not meet the above warranties during the applicable warranty period, the Contractor must fix the nonconforming Equipment so it performs substantially in accordance with its user manuals, technical materials, and related publications, replace the Equipment, or grant the State a refund equal to the amount it paid for the Equipment. The Contractor must either fix or replace the Equipment or refund the purchase price to the State with all due speed, not to exceed seven days in the case of a fix or a replacement or 30 days in the case of a refund. The Contractor will be responsible for all shipping costs associate with fixing, replacing, or returning any defective equipment.

- 7.4 INDEMNITY.** The Contractor must indemnify the State against all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to property arising out of its performance under this Contract, provided such bodily injury or property damage is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor also must indemnify the State against any claim of infringement of a copyright, patent, trade secret, or other intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified the Deliverable and the claim of infringement is based on the modification. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one of the following four things:

- (a) Modify the Deliverable so that it is no longer infringing;
- (b) Replace the Deliverable with an equivalent or better item;
- (c) Acquire the right for the State to use the Deliverable as it was intended for the State to use under this Contract; or
- (d) Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

- 7.5 LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT OR ANYTHING INCORPORATED BY REFERENCE INTO THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

- (a) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) THE CONTRACTOR WILL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR OR ITS BREACH OF ANY PROVISION OF THIS CONTRACT.

8 - MAINTENANCE

- 8.1 SOFTWARE MAINTENANCE.** If this Contract involves any custom software as a Deliverable, then during the warranty period, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable time, provided the State notifies the Contractor, either orally or in writing, of a problem with the software and provides sufficient information to identify the problem. The Contractor's response to a programming error will depend upon the severity of the problem. In the case of programming errors that slow the processing of data by a small degree, render minor and non-critical functions of the System inoperable or unstable, or require users or administrations to employ workarounds to fully use the software, the Contractor must respond to requests for resolution within four business hours and begin working on a proper solution within one business day, dedicating the resources of one qualified programmer full-time to fixing the problem. In the case of any defects with more significant consequences, including those that render key functions of the software inoperable or significantly slow data processing, the Contractor must respond within two business hours of notification and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For Commercial Software other than PC or PC-based server software costing less than \$10,000.00 per copy or license, the Contractor must provide maintenance during the warranty period at no cost to the State. At a minimum, that maintenance must be the standard maintenance program that the licensor, whether the Contractor

or a third party, normally provides to its client base. That maintenance program must include all new releases, updates, patches, and fixes to the Commercial Software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function and a commitment to promptly correct all material defects in the software.

Additionally, the Contractor will make (or obtain a commitment from the third-party licensor to make) maintenance available for the software for at least five years after the warranty period. The Contractor will limit or obtain a commitment from the third-party licensor, if applicable, to limit increases in the annual fee for maintenance to no more than five percent annually. If the licensor, whether it is the Contractor or a third-party, is unable to provide maintenance during that period, then the licensor must do one of the following things: (a) give the State a *pro rata* refund of the license fee based on a five-year useful life; or (b) release the source code for the software to the State for use by the State solely for the purpose of maintaining any copies of the software for which the State has a proper license. The State will treat the source code as Confidential Information under the Confidentiality Section of this Contract. In the case of third-party Commercial Software, the Contractor warrants that it has legally bound the third-party licensor to the obligations of this Contract or that the Contractor has the right to make these commitments directly to the State.

For Commercial Software designed for PC or PC-based server platforms and costing less than \$10,000.00 per copy or license, the Contractor must provide the same maintenance and user assistance during the warranty period at no additional cost to the State as the Contractor or the third-party licensor makes generally available at no additional charge to its other customers.

8.2 SOFTWARE UPGRADES. After an initial acquisition of a license in Commercial Software, the State may want to acquire a broader license than the original. Or the State may later want to migrate to another platform for the Commercial Software. When the Contractor or third-party licensor makes the broader license generally available to its customer base or makes the version of the Commercial Software that runs on the new platform to which the State wants to migrate, then the State will have a right to upgrade any of its licenses to that broader license or to acquire the version of the Software that is appropriate for the new platform that the State intends to use. In these cases, the Contractor will provide the broader license or other version of the Commercial Software in exchange for a license fee that is based on the lesser of the following:

- (a) The Contractor's (or third party licensor's) standard upgrade or migration fee;
- (b) The upgrade or migration fee in Exhibit I; or
- (c) The difference between the license fee originally paid and the then-current license fee for the license or version of the Commercial Software that the State seeks to acquire.

The foregoing will not apply to Commercial Software for PCs and PC-based server software with a license fee of less than \$10,000.00, unless the Contractor or third-party licensor makes upgrade packages available for the Commercial Software to other customers. If PC or PC-based server software upgrades are available, the State will be entitled to the most favorable license fee on which such are made available to other most favored customers or dealers, as appropriate.

8.3 EQUIPMENT MAINTENANCE. If this Contract involves computer or telecommunications hardware or other mechanical or electrical equipment ("Equipment") as a Deliverable, then, during the warranty period and during any period covered by annual maintenance, the Contractor must provide maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance also must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working order. For purposes of this Contract, Equipment restored to good working order means Equipment that performs in accordance with the manufacturer's published specifications. The Contractor must use its best efforts to perform all fault isolation and problem determination attributed to the Equipment. The following services are outside the scope of this Contract:

- (a) Maintenance to bring the Equipment into compliance with any law, rule, or regulation, if such law, rule, or regulation was not in effect on the acceptance date;
- (b) Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from accident, casualty, neglect, misuse, or abuse, if such is the State's fault (and beyond normal wear and tear), damage resulting from improper packing or failure to follow prescribed shipping instruction (if such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as describe in the Equipment's documentation, or causes other than ordinary use of Equipment;
- (c) Furnishing platens, supplies, or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices except as permitted in the Equipment's user documentation;
- (d) Maintenance or increased maintenance time resulting from any improper use, maintenance, or connection to other equipment (not done by the Contractor) that results in damage to the Equipment;

- (e) Repairs needed to restore the Equipment to good operating condition if the Equipment has been damaged by anyone other than the Contractor's authorized service personnel repairing, modifying, or performing maintenance on the Equipment.

8.4 EQUIPMENT MAINTENANCE STANDARDS. Except in the case of excusable delay, remedial Equipment maintenance by the Contractor will be completed within eight business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed within eight hours after notification by the State, the Contractor will be in default. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies as specified elsewhere in this Contract for default, except that the Contractor will only have eight hours to remedy a default. The Contractor will provide adequate staff to provide the maintenance required by this Contract.

8.5 EQUIPMENT MAINTENANCE CONTINUITY. If the Contractor is unable to provide Equipment maintenance to meet the State's ongoing performance requirements and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meets the State's ongoing performance requirement, the Contractor will be in default, and the State will be entitled to the remedies in the default section of this Contract. The State will also be entitled to the following items from the Contractor:

- (a) All information necessary for the State to perform the maintenance, including but not limited to logic diagrams, maintenance manuals, and system and unit schematics, with all changes noted;
- (b) A listing of suppliers capable of supplying necessary spare parts;
- (c) Adequate information to permit the State to have spare parts manufactured elsewhere; and
- (d) A listing of spare parts and their recommended replacement schedule to enable the State to create a centralized inventory of spare parts.

The State will treat as Confidential Information in accordance with the Confidentiality Section of this Contract any information in items (a) through (d) above that the Contractor rightfully identifies in writing as confidential. And when disclosure to a third-party is necessary for the State to continue the maintenance, the State will require any third-party to whom disclosure is made to agree to hold the Confidential Information in confidence and to make no further disclosure of it. Further, the State agrees that any such Confidential Information will be used solely to perform maintenance for the State and will be returned to the Contractor or destroyed when such use is no longer needed.

8.6 PRINCIPAL PERIOD OF MAINTENANCE (GENERAL). Software and Equipment maintenance must be available nine working hours per weekday, between 8:00 a.m. and 5:00 p.m. Eastern Standard Time. Travel time and expenses related to remedial and preventative maintenance will not be billable and must be included in the price of the maintenance.

8.7 MAINTENANCE ACCESS (GENERAL). For all Software and Equipment maintenance under this Contract, the State will provide the Contractor with reasonable access to the Deliverable to perform maintenance. All maintenance that requires a Deliverable to be inoperable must be performed outside the State's customary working hours, except when the Deliverable is already inoperable. Preventative or scheduled maintenance must be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

9 - ASSIGNMENT AND SUBCONTRACTING

9.1 ASSIGNMENT. The Contractor may not assign this Contract without the written consent of the State, which the State will not be obligated to provide.

9.2 SUBCONTRACTING. The State recognizes that it may be necessary for the Contractor to use subcontractors to perform portions of the work under this Contract. In those circumstances, before the Contractor engages any such subcontractor, the Contractor must submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes to that list occur during the term of the Contract, the Contractor must immediately provide the State an updated list of subcontractors or joint venture business partners. In addition, all subcontractors and joint venture business partners must agree in writing to be bound by all of the terms and conditions of this Contract and any specifications of any order under this Contract for which they perform work. The State may reject any subcontractor submitted by the Contractor.

10 - CONSTRUCTION

10.1 HEADINGS. The headings used in this Contract are for convenience only and may not be used in interpreting this Contract.

10.2 ENTIRE DOCUMENT. This Contract, which includes the Contractor's pricelist attached as Exhibit I and all documents referred to in this Contract, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any previous agreements, whether oral or written.

- 10.3 **BINDING EFFECT.** This Contract will be binding on and benefit the respective successors and assigns of the State and the Contractor.
- 10.4 **AMENDMENTS – WAIVER.** No amendment or modification of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms or conditions of this Contract may not be construed as a waiver of any those terms or conditions, and either party may at any time demand strict and complete performance by the other party.
- 10.5 **SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Contract to be unenforceable, the remaining provisions of this Contract will remain in full force and affect.
- 10.6 **CONSTRUCTION.** This Contract must be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- 10.7 **NOTICES.** For any notice under this Contract to be effective, the noticing party must make it in writing and sent it to the address of the other party first appearing above, unless that party has notified the other party, in writing and in accordance with the provisions of this section, of a new mailing address for the receipt of notices. This notice requirement will not apply to any notices that this Contract expressly authorizes to be made orally.
- 10.8 **CONTINUING OBLIGATIONS.** Any terms, conditions, representations, or warranties contained in this Contract that must survive termination or expiration of this Contract to be fully effective will survive the termination or expiration of the Contract. Additionally, termination or expiration of this Contract will not affect the State's right to continue to use any Deliverable for which it has paid, including licensed material. And no termination or expiration of the Contract will affect the State's right to receive maintenance, warranty work, or other services for which the State has paid.
- 10.9 **PRIORITY.** If there is any inconsistency or conflict between this document and any provision of anything incorporated by reference, this document will prevail.
- 10.10 **DAYS.** When this Contract refers to days, it means calendar days, unless it expressly provides otherwise.

11 - LAW AND COURTS

- 11.1 **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Ohio Business Gateway at: <http://business.ohio.gov/efiling/>
- 11.2 **DRUG FREE WORKPLACE.** The Contractor must comply with all Ohio laws regarding maintaining a drug-free workplace and make a good faith effort to ensure that all its employees do not possess and are not under influence of illegal drugs or alcohol or abuse prescription drugs while working on State property.
- 11.3 **OHIO ETHICS LAW AND LIMITS ON POLITICAL CONTRIBUTIONS.** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. The Contractor hereby certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in full compliance with Ohio Revised Code Section 3517.13.
- 11.4 **SECURITY & SAFETY RULES.** When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.
- 11.5 **LAW AND VENUE.** This Contract is governed by and will be construed under Ohio law, and venue for all disputes will lie exclusively with the appropriate court in Franklin County, Ohio.
- 11.6 **UNRESOLVED FINDINGS.** The Contractor represents that it is not subject to an unresolved finding for recovery under Code § 9.24. If this warranty proves false when the parties sign this Contract, the Contract will be void. Additionally, if this representation proves false on the date of any renewal or extension of the Contract, the renewal or extension will be void.

11.7 **ANTITRUST.** The State and the Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. The Contractor therefore assigns to the State all state and federal antitrust claims and causes of action that the Contractor has or acquires relating to the goods and services acquired under this Contract.

11.8 **Governing the Expenditure of Public Funds on Offshore Services (EO 2011-12K).** The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Contractor agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form, Exhibit III which is incorporated and becomes a part of this Agreement.

11.9 **REGISTRATION WITH THE SECRETARY OF STATE.** By providing a Charter Number and signature within the Certification Offer Letter, the Contractor attests that the Contractor is:

An Ohio corporation that is properly registered with the Ohio Secretary of State; or

A foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under O.R.C. § 1703.01-1703.31, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250.00 nor more than ten thousand dollars. No officer of a foreign corporation (<http://codes.ohio.gov/orc/1703.01>) shall transact business in the state of Ohio, if such corporation is required by O.R.C. § 1703.01-1803.31 to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree. Questions regarding registration should be directed to (614) 466-3910, or visit <http://www.sos.state.oh.us>

11.10 **Provisions.** Any provisions that require the State to indemnify do not meet the requirements of state law and shall be considered stricken.

To SHOW THEIR AGREEMENT, the parties have executed this Contract on the date(s) identified below, and this Contract will be effective as of the date it is signed on behalf of the State.

CONTRACTOR

STATE OF OHIO,
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF STATE PURCHASING

BY: 
President, Mitel Business Systems, Inc.

BY: 
ROBERT BLAIR, DIRECTOR,
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE: March 5, 2014

DATE: 3/26/14

Exhibit I

See attached pricelist, "Copy of MITEL BUSINESS SYSTEMS, INC. - OHIO STATE TERM CONTRACT PRICE LIST 2013.xlsx"

534467 MITEL BUSINESS SYSTEMS, INC. ORIGINAL PRICE LIST 3.31.14

MiVoice Business (MCD)					
3300 ICP PACKAGES					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54002536	SW		\$692.66	3300 Gateway s/w pkg (64 Devices)	INCLUDE(S): 54000540 - 3300 IP Networking License (Qty 1) NOTE(S): Supports up to 64 devices Order other software licences as required
MCD SYSTEM SOFTWARE					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54004971	SW		\$831.19	MCD Standalone PBX Software	NOTE(S): The Standalone PBX Package will only support MCD Standard User Licences.
54004973	SW		\$1,662.38	MCD Enterprise PBX Software	NOTE(S): The Enterprise PBX Software will only support Enterprise User Licences.
54005062	SW		\$554.13	3300 Upgrade to ISS	NOTE(S): This licence upgrades an MCD 4.2 Standalone or Enterprise Base package for 3300 to an ISS System. For old 3300 base packages that need to be upgraded to a ISS system please continue to upgrade using the uplift packages. Once at a 1400 device Integrated or Gateway PKG You can add the 5000 Gateway pkg (54002946) to either and the Application record will become an ISS record.
MCD SYSTEM LICENSES					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54000294	SW		\$11.08	MCD Device licence	NOTE(S): Device License applies to any IP Device using the 3300 ICP Can be ordered in any number to max of controller capacity or engineering guidelines. Additional IP Device Licenses are required on each controller for IP Phones that are made resilient.
54000297	SW		\$27.71	MCD Mailbox licence	NOTE(S): Mailbox License applies to any User using the 3300 ICP VM Can be ordered in any number to max of controller capacity or engineering guidelines.
54000300	SW		\$66.50	MCD ACD licence	NOTE(S): ACD licence applies to the number of concurrent ACD agents logged in to MCD. Can be ordered in any number to max of controller capacity or engineering guidelines
54000303	SW		\$831.19	MCD Digital Link Licence	NOTE(S): Applies to the Universal and R2 NSUs and the embedded digital trunk modules. NSUs have dual digital trunk circuits, there are two variants of the embedded trunk modules. One has two circuits and the other has a single circuit Network Link Licences are required for each circuit.
54000497	SW		\$1,108.25	MCD XNET	
54000540	SW		\$1,662.38	MCD IP Networking	NOTE(S): For compression of TDM/Analog calls the following is required: PN 50002979 DSP Card is required AND PN 54000650 must be ordered to enable compression channels for TDM/Analog calls.
54000650	SW		\$304.77	MCD G729 Licence (8 Channels)	

Part Number	Discount Category	Change Indi	MLP	Description	Notes
54000861	SW		\$969.72	MCD Voicemail Hospitality PMS	NOTE(S): The Hospitality Option enables the PMS Interface for the Embedded Voicemail System.
54001130	SW		\$1,108.25	MCD Voicemail Networking	NOTE(S): The Voice Mail Networking Option provides VPIM support for Embedded VM. This allows voice mail users to send and receive messages between any embedded VM or Nupoint Messenger system. This option is system wide.
54002390	SW		\$69.27	MCD SIP Trunk licence	
54002701	SW		\$41.56	MCD ONS licence	NOTE(S): Required for each ONS port used in a ASU II.
54002763	SW		\$69.27	MCD SIP User licence	
54002949	SW		\$498.71	MCD Remote Management	NOTE(S): Supports the 3300 EMAIL ALARM NOTIFICATION feature. When purchased and activated on the 3300, alarm notifications are emailed to configurable destinations. See Mitel documetation for details on this feature.
54002950	SW		\$4,155.94	MCD MLPP	NOTE(S): 3300 R8.0 minimum software requirements.
54003522	SW		\$304.77	MCD T38 licence (4 Channels)	
54003691	SW		\$24.94	MCD EXTERNAL HOTDESKING	NOTE(S): External Hotdesking is a license option that allows regular Hotdesk users to extend the ability to receive calls to external numbers - ie Users can logon at remote devices. 3300 Controllers must be on a minimum software release of MCD 4.0.
54004975	SW		\$99.74	MCD Enterprise License	NOTE(S): The Enterprise User Licence can only be added to a Enterprise System Type.
54005042	SW		\$66.50	MCD Standard Active Agent License	NOTE(S): This MCD ACD licence can be added to a Standalone System. It cannot be added to a Enterprise System
54005043	SW		\$83.12	MCD Enterprise Active Agent License	NOTE(S): This MCD ACD licence is for a Enterprise System. It can not be added to a Standalone System.
54005044	SW		\$16.62	MCD Standard IQ Port License	NOTE(S): 1. This part is only available in conjunction with the purchase of Intelligent Queue ports. The amount purchased must not exceed the number of 2. This part is required for a standalone (single node) 3300
54005045	SW		\$16.62	MCD Enterprise IQ Port License	NOTE(S): 1. This part is only purchasable with a networked 3300. 2. This part is only available in conjunction with the purchase of Intelligent Queue ports. The amount purchased must not exceed the number of IQ ports purchased.
54005400	SW		\$623.39	10 MCD SIP Trunks	NOTE(S): These 10 SIP Trunks come as a single purchase and cannot be separated.
54005401	SW		\$2,770.63	50 MCD SIP Trunks	NOTE(S): These 50 SIP Trunk licences are purchased together and cannot be separated.
MCD USER LICENSES					

Part Number	Discount Category	Change Indi	MLP	Description	Notes
54000291	SW		\$44.33	MCD User licence	NOTE(S): User License applies to any IP user using the 3300 ICP Can be ordered in any number to max of controller capacity or engineering guidelines. An IP User License is required for every Hot Desk user. This licence should only be used for MCD 4.0 system or older
54004976	SW		\$77.58	MCD Standard License	NOTE(S): The Standard User Licence can only be added to a Standalone System type.
3300 ICP SPARE COMPONENTS					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
50003695	HW		\$831.19	3300 Multi-mode Extended Dual FIM	NOTE(S): Used to extend the distance that PER and DSU nodes can be installed from a 3300 ICP. As a guideline, multi-mode can reach up to 3 miles (5 km).
50003696	HW		\$997.43	3300 Single-Mode Extended Dual FIM	NOTE(S): Used to extend the distance that PER and DSU nodes can be installed from a 3300 ICP. As a guideline, single-mode can reach up to 8 3/4 miles (14 km).
50004992	HW		\$1,385.31	3300 R2 NSU (110V)	NOTE(S): BNC to RJ45 Cable MW404AA purchased separately if required When used on the SX2000 a FIM Module 9400-300-301-NA must be purchased for the SX-2000 Control Node The SX-2000 requires LW32 RIs 2 to install an NSU.
50005083	HW		\$277.06	SYS ID MODULE (3300 MX/LX)	NOTE(S): This part number should only be used for older. 3300 Controllers. SX-200 Controllers should use the 50002212 part number.
50005091	HW		\$193.94	ASU II AC POWER SUPPLY	NOTE(S): Part of ASU II redundant power supply option Part can be ordered as FRU ASU II cabinet includes one as standard
50005883	HW		\$166.24	3300 512MB RAM MODULE	NOTE(S): Only for CX(i) first generations & AX, not for CX(i) II's. CX(i) II's ship with 512MByte of RAM, already. The CX or CXi being upgraded to 512MB of RAM must be running a minimum of Release 7.1 software. The CX and CXi Controllers must be upgraded to 512MB of RAM before being upgraded to Release 9.1.
51003344	HW		\$110.83	3300 ICP PATCH PANEL	NOTE(S): This unit includes a 24 port patch panel and the system cable that connects the ASU2/AX Analog Cards to the patch panel. The patch panel supports the 24 port Analog Card - 50005731 and the 12 port ONS and 4 port LS trunk Card - 50005104.
MW404AA	HW		\$138.53	Cable RJ45 to 2 X BNC	
UPGRADES TO MCD					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54001120	SW		\$831.19	3300 Analog Gateway Upgrade	NOTE(S): This upgrade package applies to: 52001406 (3300 Analog Gateway NA) 52001407 (3300 Analog Gateway LAM) 52001514 (3300 Analog Gateway 5.0) 52001651 (3300 Analog Gateway 5.1) 52001746 (3300 Analog Gateway 5.2) The upgrade removes the existing license and PER/DSU restrictions.

Part Number	Discount Category	Change Ind	MLP		Description	Notes
54001170	SW		\$1,939.44		3300 MX Digital Gateway Upgrade	NOTE(S): This upgrade package applies to: 52001421 (3300 PRI Gateway) 52001516 (3300 Digital Gateway 5.0) 52001652 (3300 Digital gateway 5.1) 52001670 (3300 6.1 BRI Gateway) 52001747 (3300 Digital Gateway 5.2) 52001873 (3300 6.1 MX Digital Gateway) The upgrade removes the existing license and PER/DSU restrictions.
54001380	SW		\$3,047.69		3340 GLOBAL TO 3300 ICP S/W UPGRADE	NOTE(S): This upgrade package applies to: 52001408 - 3340 Global Branch Office Solution (100 Users) 52001515 - 3340 Global 5.0 (MX Controller) 52001653 - 3340 Global Branch Office Solution 5.1 52001748 - 3340 Branch Office Solution 5.2 The upgrade removes the existing license capacity restrictions on the 3340. The software upgrade is typically used in conjunction with the following hardware part numbers to increase 3340 ICP system capacity: 52001533 - 3300 MX Controller Upgrade 50004942 - 3300 LX Controller (1400 User)
54002207	SW		\$831.19		3300 CX/CXi GATEWAY UPGRADE	NOTE(S): This upgrade package applies to: 52001840 (3300 6.0 CX Gateway Package) 52001842 (3300 6.0 CXi Gateway Package) This upgrade removes all licence restrictions This turns the gateway into a fully functional 3300 ICP
54002208	SW		\$4,987.13		3300 LX Digital Gateway Upgrade	NOTE(S): This upgrade package applies to: 52001843 (3300 6.0 LX Gateway Package) This upgrade removes all licence restrictions making it a fully functional LX controller
54002541	SW		\$989.11		Upgrade to 200 Device integrated s/w pkg	NOTE(S): Allows software package 54002533 to be upgraded to software package 54002534
54002542	SW		\$1,662.38		Upgrade to 1400Device integrated s/w pkg	NOTE(S): Allows software package 54002764 to be upgraded to software package 54002535
54002543	SW		\$761.92		Upgrade to 200 device Gateway s/w pkg	NOTE(S): Allows Software Package 54002536 to be upgraded to software package 54002537
54002544	SW		\$3,840.09		Upgrade to 1400 device gateway s/w pkg	NOTE(S): Allows software package 54002537 to be upgraded to software package 54002538
54002766	SW		\$1,662.38		Upgrade to 500 Device Integrated S/W pkg	
54002946	SW		\$1,939.44		MCD UPGD TO 5000 Device Gateway S/W PKG	NOTE(S): This is a software upgrade to the Mitel Communications Director software package. Appropriate for a system currently installed with 3300 Gateway s/w pkg (1400 Devices) (PN: 54002538).
MiVoice Office (5000 CP)						
DIGITAL EXPANSION COMPONENTS & LICENSES						
Part Number	Discount Category	Change Ind	MLP		Description	Notes

Part Number	Discount Category	Change Indi	MLP	Description	Notes
840.0410	SW		\$2,139.93	MT5000 Lic DEI #2 Enable (pre-v4.0)	
PREMIUM FEATURE LICENSES					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54005357	SW		\$297.21	MT5000 Lic UVM E-Mail Synchronization	NOTE(S): Enables all Unified Voice Messaging users to synchronize their voice mailbox with an e-mail mailbox.
54005358	SW		\$297.21	MT5000 Lic UVM BES Synchronization	NOTE(S): Enables (system-wide) the ability to synchronize with e-mail Blackberry Enterprise Server (BES). Requires license 54005357 as a prerequisite
54005359	SW		\$297.21	MT5000 Lic Meet-Me Conferencing	NOTE(S): Enables Meet-Me Conference Capability (system-wide)
54005399	SW		\$297.21	MT5000 Lic Hot Desking System-Wide	NOTE(S): Enables (single-node) hot desking system-wide
840.0230	SW		\$83.22	MT5000 Lic Automatic Call Distribution	
TRUNK INTERFACES					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
840.0227	SW		\$832.20	MT5000 Lic Single PRI	NOTE(S): One PRI License required for each T1M or T1M-2 module needing PRI
840.0759	SW		\$594.43	MT5000 Lic Enable 2nd port on T1M-2	NOTE(S): Certification(s): NCR This license enables the second port on the Dual T1/E1 (580.2702)
STORAGE CARDS AND BASIC VOICEMAIL UPGRADES					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
840.0460	SW		\$594.43	Basic Voicemail 4-Port Upgrade	
8000 SERIES IP ENDPOINT LICENSES					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
840.0416	SW		\$83.22	MT5000 Lic IP Phone Category D	NOTE(S): Certification(s): CTP, BI5000, IPD Allows one Mitel IP Endpoint to connect to the system. This license is required for the following connections: - Model 5212 (50004890) - Model 5224 (50004894) - Model 5330 (50005804) - Model 5340 (50005071) *** All IP connections, except IP Gateways, require a Category A,B,C or D license. If your connection is not explicitly listed under one of these three categories, please check with Sales Engineering to determine which license is required.
840.0417	SW		\$41.61	MT5000 Lic Digital Phone Category E	NOTE(S): One license required per digital phone Note that some base kits contain supply of Cat E lic
840.0418	SW		\$59.44	MT5000 Lic IP Phone Category F	NOTE(S): Each license enables one SIP phone Check with the MOL's Knowledge Base for a list of supported devices
SPARES					
Part Number	Discount Category	Change Indi	MLP	Description	Notes

Part Number	Discount Category	Change Indi	MLP	Description	Notes
50006504	HW		\$148.61	KIT WALL MOUNT BKTS HX CONT, PS & 2 DEI	NOTE(S): Wall mount kit for Mitel 5000 HX Controller and up to two 1U devices. Typically these would be two DEIs, but one could be a PS-1.
SYSTEM MANAGER					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
840.0268	SW		\$0.00	MT5000 Lic Sys Mgr MT5000 CP	
Mitel SX-200 IP Communications Platform					
SX-200 ICP SYSTEM SOFTWARE					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54002834	SW		\$609.54	Advanced Messaging SW Options Bundle	INCLUDE(S): 54000951 - VM Personal Contact Numbers (Qty 1) 54000931 - Email (SMTP C/S) Option (Qty 1) 54001353 - Standard Unified Messaging (Qty 1) NOTE(S): Purchasable only with these SX-200 ICP Controller PNs: 50005381 (CXi), 50005382 (CX) and 50004357 (MX) Max. 1 per SX-200 ICP Controller
54002836	SW		\$717.59	Premier SW Options Bundle	INCLUDE(S): 54000661 1x IP Network Channel License (Qty 2) 54000929 2nd (PC) Port on IP Sets License (Qty 1) 54002414 1x ACD Agent License (Qty 5) 54000927 Recorded Announcement Device Option (Qty 1) NOTE(S): Purchasable only with these SX-200 ICP Controller PNs: 50005381 (CXi), 50005382 (CX) and 50004357 (MX) Max. 1 per SX-200 ICP Controller PRE-REQUISITE(S): 50002838 Core SW Options Bundle (Qty 1)
54003082	SW		\$332.48	Uplift Max 24 to Max 64 IP Sets SW	NOTE(S): PRE-REQUISITE(S): 54002839 Max. 24 IP Set SW Options bundle (Qty 1) 54003071 or MX w Bay Hospitality SW Opt bundle (Qty 1)
54003083	SW		\$332.48	Uplift Max 64 to Max 100 IP Sets SW	NOTE(S): PRE-REQUISITE(S): 54002840 64 Max IP Sets SW Options bundle (Qty 1) 54003082 or Uplift Max 24 to Max 64 IP Sets (Qty 1)
54003084	SW		\$942.01	Uplift Max 100 to Max 248 IP Sets SW	NOTE(S): PRE-REQUISITE(S): 54002841 100 Max. IP Sets Options bundle (Qty 1) 54003083 or Uplift Max 64 to Max 100 IP Sets (Qty 1)

Part Number	Discount Category	Change Indi	MLP	Description	Notes
54003085	SW		\$108.05	SX-200 ICP Core SW w Speech Rec Server Option Bundle	<p>INCLUDE(S):</p> <p>54000923 4x IP Set License (Qty 2) 54000922 4x VM Box License (Qty 2) 54002832 1x TDM Device License (Qty 10) 54000950 VM Bilingual Prompts Opt (Qty 1) 54002444 Auto-attendant Option (Qty 1) 54002443 MiTAI Option (Qty 1) 54002470 Remote SW Download Opt (Qty 1) 54002440 Central VM&Attendant Opt (Qty 1) 54002441 SS4000 Sets Option (Qty 1) 54002442 Fax Tone Detect Option (Qty 1) 54002448 VM Softkeys Option (Qty 1) 54002450 PRI Q.Sig Option (Qty 1) 54002447 Record A Call Option (Qty 1) 54002446 CLASS Sets Option (Qty 1) 54000050 Speech Rec Server Opt (Qty 1) 54001230 Feature Level 6 Option (Qty 1)</p> <p>NOTE(S):</p> <p>Max. 1 Core SW Option Bundle must be ordered with every SX-200 ICP controller</p> <p>PRE-REQUISITE(S):</p> <p>50005381 SX-200 CXi Controller (Qty 1) 50005382 or SX-200 CX Controller (Qty 1) 50004357 or SX-200 MX Controller (Qty 1)</p>
SX-200 ICP SOFTWARE OPTIONS					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54000131	SW		\$676.59	Suite Services Option	NOTE(S): Required: Minimum LW 18 Rel. 2.0
54000660	SW		\$60.95	IP Phone License (Qty 1)	NOTE(S): AMC license for SX-200 ICP only Order 1 IP Set License per IP Telephone Set.
54000661	SW		\$55.41	IP Network Channel License (Qty 1)	NOTE(S): Requires a minimum of LW19 RIs 3.1 software. (with IPNODE) Each IP Node supports a maximum of 30 IP Network Channels (IP Trunks). Order the exact quantity of IP Trunks required to a maximum of 60 per SX-200 EL system. ONS Centralized Voice Mail is NOT supported over Q.SIG or IP Networking. When used on SX-200 MX controller (Max 24) When used on SX-200 CX controller (Max 16)
54000890	SW		\$304.77	Compression Resource License (8 Channels)	NOTE(S): Requires LW19 RIs 3.2 Software Requires technical certification on LW19 RIs 3.2 Maximum 32 Compression Resource Channels per IP NODE Can be used with the SX-200 ICP
54000921	SW		\$13.85	Voicemail Box License (Qty 1)	
54000922	SW		\$44.33	Voicemail Box License (Qty 4)	
54000923	SW		\$221.65	IP Phone License (Qty 4)	
54000925	SW		\$138.53	Compression Resource License (Qty 2)	NOTE(S): Used to compress bandwidth with Remote Teleworking, IP Networking and Wireless
54000927	SW		\$277.06	Recorded Announcement Device	NOTE(S): This part number is only required if using the embedded voicemail RAD ports
54000928	SW		\$166.24	Phonebook License	

Part Number	Discount Category	Change Indi	MLP	Description	Notes
54000929	SW		\$193.94	2nd Port on IP Phones License	NOTE(S): It allows data network connection to the 2nd port of the 5215 and 5220 IP Phone. This is a system wide option, once it is enabled all dual port phones work with a network connection. Requires Level 2 Certification (Advanced Bridging)
54000930	SW		\$415.59	SX-200 ICP Voicemail PMS	
54000931	SW		\$415.59	UM Standard (SMTP Forwarding)	NOTE(S): Enables Forwarding of Voicemail to Email and Email Notification of E911 Calls and Maintenance Logs PRE-REQUISITE(S): 52001661 SX-200 ICP CX 6x16 Basic System (Qty 1)
54000950	SW		\$738.65	Voicemail Bilingual Prompts	
54000951	SW		\$518.11	Voicemail Personal Contacts	
54001134	SW		\$277.06	SX-200 ICP Hospitality Option	
54001230	SW		\$277.06	FEATURE LEVEL 6	
54001353	SW		\$277.06	SX-200 ICP Standard UM MWI synchronization	PRE-REQUISITE(S): 6000 MANAGED APPLICATION SERVER (MAS) (This Server must be provided Separately) 54000931 Standard UM SMTP forwarding
54002832	SW		\$41.56	1 TDM Device License	NOTE(S): 1 license is required for every ONS, DNIC and public network Trunk circuit or channel
9109-532-007-NA	SW		\$450.50	Superset 4000 Series Sets Option	NOTE(S): For use with minimum LW17 only.
9109-532-010-NA	SW		\$226.08	Fax Tone Detection Option	NOTE(S): For use with minimum LW17 (ML/EL) only.
9109-532-013-NA	SW		\$1,861.86	ACD Real Time Event Option	NOTE(S): Requires LW 17 Rel 4 or greater This software option is \$0.00 when purchased in conjunction with the 6110 Contact Center Management Application. Part Numbers: 51000575 or 51003274 or 9146-600-401-NA or 9146-600-402-NA or 9146-600-403-NA or 9146-600-404-NA or 51003275 or 9146-600-405-NA or 9146-600-406-NA or 9146-600-407-NA or 51001695 or 51001696 or 51001697 or 51001698. or 5100575 6110 CCM Enterprise Node S/W These parts must be purchased directly from Mitel Networks.
9109-532-021-NA	SW		\$450.50	Record A Call Option	NOTE(S): Serial number from Mitel Express Messenger card must be provided with the P.O. Requires LW 18 Release 1.0 or greater Requires minimum Mitel Express Messenger 3.0 This is a Moss option required on the SX-200.
9109-532-022-NA	SW		\$1,352.07	CLASS Sets Option	NOTE(S): Option provides station side CLASS on analog telephone sets Pre-Requisites: ONS/CLASS Line Card (9109-110-001-NA) or BONS/CLASS Line Card (9109-110-002-NA) AND ELx type cabinet / DSP/ BCCIII/ Min. LW 18 Rel 2.0
SX-200 ML/EL/SX-200 ICP COMMON SOFTWARE OPTIONS					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54000660	SW		\$60.95	IP Phone License (Qty 1)	NOTE(S): AMC license for SX-200 ICP only Order 1 IP Set License per IP Telephone Set.
SX-200 ICP SYSTEM LICENSES					
Part Number	Discount Category	Change Indi	MLP	Description	Notes

Part Number	Discount Category	Change Indi	MLP	Description	Notes
54002415	SW		\$277.06	SX-200 ICP Network Link License	NOTE(S): This new AMC Network link License replaces the current MOSS Digital link license and is used on the SX-200 ICP ONLY The SX-200 ICP MX Supports 8 Network Link Licenses The SX-200 ICP CX supports 1 Network Link License This option enables 1 link on the MX T1 Module, CX T1 Combo, NSU, Per Node PRI Card and T1 module on the BCCIII
54002440	SW		\$450.50	SX-200 ICP CENTRALIZED VM & ATTENDANT SOFTWARE OPTION	NOTE(S): This AMC SW option is used on the SX-200 ICP only and replaces the current MOSS option.
54002441	SW		\$450.50	SX-200 ICP Software License SS4000 SETS	NOTE(S): This AMC License is used to enabled the SS4000 Series sets on the SX-200 ICP MX controller only and replaces the current MOSS Option
54002443	SW		\$226.08	SX-200 ICP MITEL APPLICATION INTERFACE (MITAI) SW OPTION	NOTE(S): This AMC SW Option is used on the SX-200 ICP only and replaces the current MOSS option. This option is used with Your Assistant
54002445	SW		\$526.42	SX-200 ICP ACD REAL TIME EVENTS SOFTWARE OPTION	NOTE(S): This AMC License replaces the current MOSS Option and is Used with Call Center reporting packages to provide Real time event reporting
54002446	SW		\$277.06	SX-200 ICP CLASS SETS SOFTWARE OPTION	NOTE(S): This AMC Option replaces the current MOSS option and is used on the SX-200 ICP Only. This option enables calling line ID on CLASS Sets
54002447	SW		\$450.50	SX-200 ICP RECORD A CALL SOFTWARE OPTION	NOTE(S): This AMC Software option replaces the current MOSS option This option will require a Harddrive for additional message storage. This option provides call recording from the set via a feature key
54002449	SW		\$554.13	SX-200 ICP SUPERSET 3/4DN & 400 SERIES SOFTWARE OPTION	NOTE(S): This AMC option replaces the current MOSS option and is used on the SX-200 ICP only. This Sw option is used to enable SS3/4 DN and 400 sets and may be required for external Voice Mail systems
54002450	SW		\$777.44	SX-200 ICP Q.SIG SOFTWARE OPTION	NOTE(S): This AMC option replaces the current MOSS option and is used on the SX-200 ICP Only This Q.SIG Sw option is used with PRI or IP Networking
54002451	SW		\$415.59	SX-200 ICP ISDN MIN/MAX SOFTWARE OPTION	NOTE(S): This AMC option replaces the current MOSS option and is used on the SX-200 ICP only. This SW option is used with the NSU Part number 50004993 Or the PRI CARD Part number 50002285
SX-200 ICP END USER LICENSES					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54002414	SW		\$66.50	SX-200 ICP ACD Single Agent license	NOTE(S): AMC Single ACD license replaces the existing MOSS ACD 5 Pkg bundles and is to be used with the SX-200 ICP ONLY
SX-200 ICP ISDN NODES/CARDS					
Part Number	Discount Category	Change Indi	MLP	Description	Notes

Part Number	Discount Category	Change Indi	MLP	Description	Notes
9109-532-015-NA	SW		\$676.59	SX-200EL/ML Min/Max Software Option (PRI Card)	NOTE(S): This S/W option is used with the PRI card only Pre-requisite(s): Lightware 17.4 or later
9109-532-020-NA	SW		\$777.44	SX-200 QSIG Network Software Option	NOTE(S): This option is only supported on the PRI Card/NSU. The minimum software required for QSIG is LIGHTWARE17 Release 4 UR 2/ QSIG outbound calling name requires LIGHTWARE 18 Q.SIG Enhancements require Min. LW 19 Release 1.0 ONS Centralized Voice Mail is NOT supported over Q.SIG or IP Networking.
SPARE COMPONENTS					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
50003695	HW		\$831.19	3300 Multi-mode Extended Dual FIM	NOTE(S): Used to extend the distance that PER and DSU nodes can be installed from a 3300 ICP. As a guideline, multi-mode can reach up to 3 miles (5 km).
50003696	HW		\$997.43	3300 Single-Mode Extended Dual FIM	NOTE(S): Used to extend the distance that PER and DSU nodes can be installed from a 3300 ICP. As a guideline, single-mode can reach up to 8 3/4 miles (14 km).
MITEL SX-200					
SX-200 EL					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54002463	SW		\$52.64	SX-200 EL + IP NODE SINGLE IP SET LICENSE	NOTE(S): This MOSS SW option is used on the SX-200 EL/ML only and replaces the current MOSS option.
SX-200 ML/EL STANDARD SYSTEM SOFTWARE AND OPT					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54002462	SW		\$252.68	SX-200 EL/ML MITEL STATION SET ADMIN OPTION	NOTE(S): This MOSS SW option is used on the SX-200 EL/ML only and replaces the current MOSS option.
54002463	SW		\$52.64	SX-200 EL + IP NODE SINGLE IP SET LICENSE	NOTE(S): This MOSS SW option is used on the SX-200 EL/ML only and replaces the current MOSS option.
54002464	SW		\$55.41	SX-200 EL & IP NODE IP NETWORK CHANNEL LICENSE (1)	NOTE(S): This MOSS SW option is used on the SX-200 EL & IP NODE only and replaces the current MOSS option.
54002466	SW		\$166.24	SX-200 EL & IP NODE IP SET LICENSE (4)	NOTE(S): This MOSS SW option is used on the SX-200 EL & IP NODE only and replaces the current MOSS option.
54002468	SW		\$332.48	SX-200 EL/ML MOSS 5 ACD AGENTS LICENSE	NOTE(S): Replaces old MOSS ACD 5 Agent Bundle option Valid only for EL/ML systems
9109-532-006-NA	SW		\$450.50	Centralized Voicemail & Centralized Attendant	NOTE(S): ONS Centralized Voice Mail is NOT supported over Q.SIG or IP Networking. PRE-REQUISITE(S): LW 17 or Greater
SX-200 EL MAXIMUM USER DEVICES					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
9109-530-072-NA	SW		\$372.93	SX-200 ML/EL 72 Maximum User Devices	

Part Number	Discount Category	Change Indi	MLP	Description	Notes
9109-530-096-NA	SW		\$372.93	SX-200 ML/EL 96 Maximum User Devices	PRE-REQUISITE(S): 9109-530-072-NA SX-200 ML/EL 72 Maximum User Devices (Qty 1)
9109-530-120-NA	SW		\$372.93	SX-200 ML/EL 120 Maximum User Devices	PRE-REQUISITE(S): 9109-530-096-NA SX-200 ML/EL 96 Maximum User Devices (Qty 1)
9109-530-144-NA	SW		\$372.93	SX-200 ML/EL 144 Maximum User Devices	NOTE(S): REQUIRED: 9109-530-120-NA SX-200 ML/EL 120 Maximum User Devices OR 54000200 SX-200 ML/EL Option Pkg. 72-120 Maximum User Device
9109-530-168-NA	SW		\$372.93	SX200 ML/EL 168 Maximum User Devices	PRE-REQUISITE(S): 9109-530-144-NA SX-200 ML/EL 144 Maximum User Devices (Qty 1)
9109-530-192-NA	SW		\$372.93	SX200 ML/EL 192 Maximum User Devices	PRE-REQUISITE(S): 9109-530-168-NA SX-200 ML/EL 168 Maximum User Devices (Qty 1)
9109-530-216-NA	SW		\$372.93	SX-200 ML/EL 216 Maximum User Devices	PRE-REQUISITE(S): PRE-REQUISITE(S) REQUIRED: 9109-530-192-NA SX-200 ML/EL 192 Maximum User Devices (Qty 1)
9109-530-336-NA	SW		\$984.68	SX-200 EL 336 Maximum User Devices	NOTE(S): PRE-REQUISITE(S): 9109-530-216-NA SX-200 ML/EL 216 Maximum User Devices OR 54000201 SX-200 ML/EL Options Pkg. 144-216 Max. User Devices
9109-530-432-NA	SW		\$450.50	SX-200 EL 432 Maximum User Devices	NOTE(S): PRE-REQUISITE(S): 9109-530-336-NA SX-200 EL 336 Maximum User Devices OR 54000170 SX-200 EL Options Pkg. 72-336 Maximum User Devices OR 9109-534-001-NA SX-200 ML/EL Opt Pkg 120-336 Max User Dev
9109-530-552-NA	SW		\$450.50	SX-200 EL 552 Maximum User Devices	PRE-REQUISITE(S): 9109-530-432-NA OR 9109-530-456-NA OR 9109-530-480-NA
SX-200 ICP SOFTWARE OPTIONS					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54000660	SW		\$60.95	IP Phone License (Qty 1)	NOTE(S): AMC license for SX-200 ICP only Order 1 IP Set License per IP Telephone Set.
54002469	SW		\$277.06	SX-200 EL/ML SINGLE NETWORK LINK LICENSE	NOTE(S): This new moss Network link License replaces the current Digital link license and is used on the SX-200 EL/ML ONLY The SX-200 EL Supports 8 Network Link Licenses This option enables 1 link on the T1 Module used in the Per Node PRI Card and T1 module on the BCCIII
SX-200 ML/EL/SX-200 ICP COMMON SOFTWARE OPTIONS					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54000131	SW		\$676.59	Suite Services Option	NOTE(S): Required: Minimum LW 18 Rel. 2.0
54000660	SW		\$60.95	IP Phone License (Qty 1)	NOTE(S): AMC license for SX-200 ICP only Order 1 IP Set License per IP Telephone Set.
54000661	SW		\$55.41	IP Network Channel License (Qty 1)	NOTE(S): Requires a minimum of LW19 RIs 3.1 software. (with IPNODE) Each IP Node supports a maximum of 30 IP Network Channels (IP Trunks). Order the exact quantity of IP Trunks required to a maximum of 60 per SX-200 EL system. ONS Centralized Voice Mail is NOT supported over Q.SIG or IP Networking. When used on SX-200 MX controller (Max 24) When used on SX-200 CX controller (Max 16)
54000890	SW		\$304.77	Compression Resource License (8 Channels)	NOTE(S): Requires LW19 RIs 3.2 Software Requires technical certification on LW19 RIs 3.2 Maximum 32 Compression Resource Channels per IP NODE Can be used with the SX-200 ICP
9109-532-007-NA	SW		\$450.50	Superset 4000 Series Sets Option	NOTE(S): For use with minimum LW17 only.

Part Number	Discount Category	Change Indi	MLP	Description	Notes
9109-532-010-NA	SW		\$226.08	Fax Tone Detection Option	NOTE(S): For use with minimum LW17 (ML/EL) only.
9109-532-013-NA	SW		\$1,861.86	ACD Real Time Event Option	NOTE(S): Requires LW 17 Rel 4 or greater This software option is \$0.00 when purchased in conjunction with the 6110 Contact Center Management Application. Part Numbers: 51000575 or 51003274 or 9146-600-401-NA or 9146-600-402-NA or 9146-600-403-NA or 9146-600-404-NA or 51003275 or 9146-600-405-NA or 9146-600-406-NA or 9146-600-407-NA or 51001695 or 51001696 or 51001697 or 51001698. or 5100575 6110 CCM Enterprise Node S/W These parts must be purchased directly from Mitel Networks.
9109-532-021-NA	SW		\$450.50	Record A Call Option	NOTE(S): Serial number from Mitel Express Messenger card must be provided with the P.O. Requires LW 18 Release 1.0 or greater Requires minimum Mitel Express Messenger 3.0 This is a Moss option required on the SX-200.
9109-532-022-NA	SW		\$1,352.07	CLASS Sets Option	NOTE(S): Option provides station side CLASS on analog telephone sets Pre-Requisites: ONS/CLASS Line Card (9109-110-001-NA) or BONS/CLASS Line Card (9109-110-002-NA) AND ELx type cabinet / DSP/ BCCIII/ Min. LW 18 Rel 2.0
ISDN SOFTWARE OPTIONS					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
9109-532-015-NA	SW		\$676.59	SX-200EL/ML Min/Max Software Option (PRI Card)	NOTE(S): This S/W option is used with the PRI card only Pre-requisite(s): Lightware 17.4 or later
9109-532-020-NA	SW		\$777.44	SX-200 QSIG Network Software Option	NOTE(S): This option is only supported on the PRI Card/NSU. The minimum software required for QSIG is LIGHTWARE17 Release 4 UR 2/ QSIG outbound calling name requires LIGHTWARE 18 Q.SIG Enhancements require Min. LW 19 Release 1.0 ONS Centralized Voice Mail is NOT supported over Q.SIG or IP Networking.
MiVoice Enterprise Manager					
ENTERPRISE MANAGER					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54001240	SW		\$5,541.25	10 Managed Systems Licence for Enterprise Manager	NOTE(S): Includes AMC entitlement for: 10 Managed System Licences to Enterprise Manager
54001242	SW		\$3,324.75	5 Managed Systems Licence for Enterprise Manager	NOTE(S): Includes AMC entitlement for: 5 Managed System Licenses to Enterprise Manager
54001243	SW		\$20,502.63	Solution Wide Licence for Enterprise Manager	NOTE(S): Removes Managed System License limits from an Ent Mgr
ENTERPRISE MANAGER UPGRADES					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54001750	SW		\$554.13	Embedded OPS Manager Standard to Enhanced Upgrade	NOTE(S): This enhances OPS Mgr to include IDS & IUM
54002133	SW		\$1,108.25	Voice Quality Manager Option	NOTE(S): Ent Mgr Voice Quality Mgr Option

Part Number	Discount Category	Change Indi	MLP	Description	Notes
54005352	SW		\$1,108.25	Enterprise Manager Reporting	NOTE(S): This Enterprise Manager Reporting option can only be added the Enterprise Manager Base package p/n 54005351. It cannot be added to older Enterprise Manager base packages This reporting option delivers report viewing, there is no report development using Crystal Reports developer licence.
MiVoice Desktop Devices					
IP DESKTOP APPLICATIONS					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54004891	SW		\$27.71	MCD HTML Application Licenses (5 Pack)	NOTE(S): HTML Application Licenses are required to load HTML Applications (Release 2.0 or greater) on 5320/5320e/5330/5330e/5340/5340e/5360 IP Phones. Requires HTML Toolkit Release 2.0 or greater.
SPARE DESKTOP COMPONENTS					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
50006503	HW		\$23.78	Line Cord Translation Kit (5000 CP) (5PK)	NOTE(S): Contains 5 NA Line Cords and 5 Couplers. Used on 8500/8520/8560 Phone installations with standard wiring. Also used with 8528/8568 Phones which are replacing 8500/8520/8560 phones in non-standard wiring schema.
Mitel NuPoint Messenger (NP) - Configurations					
NUPOINT STANDARD EDITION (NP-STD)					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54002376	SW		\$4,155.94	NP. Pers Call Dir, unlimited users	
54002984	SW		\$16,623.75	NP. Adv UM, unlimited users.	NOTE(S): 54002985 is a prerequisite for this part number
54002985	SW		\$1,108.25	NP-60. Adv UM, sys. enablement	
54004114	SW		\$2,548.98	NP-60. Base s/w. Current release.	
54004115	SW		\$2,770.63	NP. Unlimited outbound fax users.	
STANDARD EDITION (NP-STD) OR SINGLE SERVER (NP-S)					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54002986	SW		\$1,662.38	NP. 8 port uplift to 9-32 ports	
54002987	SW		\$2,216.50	NP. 8 port uplift to 33-64 ports	
54003191	SW		\$415.59	NP. 2 port uplift to 9-32 ports	
54003192	SW		\$554.13	NP. 2 port uplift to 33-64 ports	
NUPOINT SINGLE SERVER (NP-SS)					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54002988	SW		\$2,770.63	vNP/120. 8 port uplift to 65-96 ports	
54003193	SW		\$692.66	vNP/120. 2 port uplift to 65-96 ports	
54003571	SW		\$4,155.94	NP-120. Base s/w. Current release.	

Part Number	Discount Category	Change Indi	MLP	Description	Notes
SINGLE SERVER (NP-SS) OR NUPOINT 640 (NP-640)					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54002377	SW		\$8,311.88	NP-SS/640. Personal Call Director unlimited users.	
54002998	SW		\$2,770.63	NP-SS/640. Adv UM system enablement.	
54004119	SW		\$8,311.88	NP-SS/640. Outbound fax, unlimited users.	
ALL VERSIONS OF NUPOINT (NP)					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54001624	SW		\$1,385.31	NP. Voicemail networking	INCLUDE(S): VPIM, NP Net TCP/IP and AMIS
54001628	SW		\$138.53	NP. Personal Call Director, 10 users.	NOTE(S): Enables 10 additional mailboxes for Call Director. PREREQ: Call Director Starter Kit (54001629). PRE-REQUISITE(S): 54001629 - Call Director Personal starter kit (Qty 1)
54001634	SW		\$554.13	NP. Hospitality IP-PMS integration	INCLUDE(S): Encore, EECO, HIS, Logistix, and Hyatt Encore PMS integrations. NP Wakeup Prompts also included (NA English Only).
54001635	SW		\$443.30	NP. Hospitality Generic hotel prompts	INCLUDE(S): NA English, UK English, CDN French, Euro French, German, Dutch, Italian, Latin Spanish, Mexican Spanish, Brazilian Portuguese, Korean, and Mandarin prompts. PRE-REQUISITE(S) Appropriate Full-Set language prompt must be installed for the Hotel overlay prompt to function.
54001636	SW		\$1,385.31	NP. Misc. applications: NP forms, NP on demand cut thru page	INCLUDE(S): Cut-Through-Page, NP Forms, NP On-Demand, and NP RapidDial.
54001637	SW		\$1,274.49	NP. Call detail recorder	NOTE(S): Requires a spare Serial Port - may not be available if PMS integration already deployed.
54001640	SW		\$1,274.49	NP. TDD memo	NOTE(S): Not available with IP, T1 or E1 integrated systems.
54001641	SW		\$1,274.49	NP. Competitive TUI.	NOTE(S): NA English Only. Emulates the Octel Aria TUI. Does not support Unified Messaging.
54001773	SW		\$1,385.31	NP. Enable 1 additional prompt language.	NOTE(S): Rel 10 base s/w includes NA english, Numeric prompts plus one additional language set Order this part to allow installation of additional full-set language prompts - to a maximum of 8 total languages per system. All Prompt Files for all languages ship with every system.
54002220	SW		\$831.19	NP. Personal Call Director, 100 users.	
54002375	SW		\$554.13	NP. Enable fax on one voice port (max 6/node)	
54002434	SW		\$2,770.63	NP. Personal Call Director, 1000 users.	
54002684	SW		\$831.19	NP. Adv UM 50 users	NOTE(S): Model 640 - 54002998 is a prerequisite for this part number Standard - 54002985 is a prerequisite for this part number
54002685	SW		\$1,385.31	NP. Adv UM, 100 users	NOTE(S): Model 640 - 54002998 is a prerequisite for this part number Standard - 54002985 is a prerequisite for this part number Adv UM enablement is prerequisite.

Part Number	Discount Category	Change Indi	MLP	Description	Notes
54002691	SW		\$11,082.50	NP. Adv UM, 1000 users	NOTE(S): Model 640 - 54002998 is a prerequisite for this part number Standard - 54002985 is a prerequisite for this part number Adv UM enablement is prerequisite.
54002692	SW		\$664.95	NP. Text-to-speech virtual port.	
54003672	SW		\$19.39	NP. Adv UM, 1 user	
54004106	SW		\$180.09	NP. Adv UM, 10 users	
54004107	SW		\$9.69	NP. Std UM, 1 user	
54004108	SW		\$83.12	NP. Std UM, 10 users	
54004109	SW		\$332.48	NP. Std UM, 50 users	
54004110	SW		\$22.17	NP. Outbound fax, 1 user.	
54004111	SW		\$180.09	NP. Outbound fax, 10 users.	
54004112	SW		\$554.13	NP. Outbound fax, 50 users.	
SPEECH AUTO ATTENDANT					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54003292	SW		\$554.13	NP-SAA. Add 1 SAA port to NP.	
54003293	SW		\$277.06	NP-SAA. Corporate directory, 50 names.	
54003294	SW		\$4,433.00	NP-SAA. Corporate directory, 2000 names.	
54003299	SW		\$2,548.98	NP-SAA. Add NP-Std to SAA.	
54003300	SW		\$1,385.31	(AMC) NuPoint Base to Speech AA Upgrade	
54004054	SW		\$8.31	NP-SAA. Corporate directory, 1 name.	
54004055	SW		\$69.27	NP-SAA. Corporate directory, 10 names.	
MITEL NUPOINT - LEGACY COMPONENTS					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54002419	SW		\$831.19	(A-AMC)NPM IP Rel 9 to current upgrade base options	
54002530	SW		\$2,548.98	NuPoint SMART Move Rel 7 upgrade base Stnd Ed	NOTE(S): Credit issued to VAR based on ports purchased when legacy system returned to Mitel Triggers RMA and rebates in tradeup program
54002983	SW		\$415.59	NP-Std. Upgrade rel 10 to current rel.	
54003384	SW		\$415.59	NP-Std. Upgrade rel 11 to current rel.	
Mitel NuPoint Messenger (NP) - PBX Integrations					
PBX INTEGRATIONS					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54001622	SW		\$997.43	NP. IP integration (max 4 connections)	NOTE(S): Order when require IP Integration to a 3300ICP or when ordering a T1/E1 gateway (52001691).
54001850	SW		\$554.13	(AMC) NuPoint IP-Enhanced SMDI Int.	NOTE(S): System-wide NuPoint option. Must also source the iPocket232 device from Precidia.com (p/n PE000528). One iPocket232 device is required for each PBX.
Inter-Tel Messaging					

Part Number	Discount Category	Change Ind	MLP	Description	Notes
ENT MSG - UNIFIED MESSAGING OSE LICENSES					
Part Number	Discount Category	Change Ind	MLP	Description	Notes
840.0154	SW		\$249.66	Unified Messaging OSE 10 End-User License	NOTE(S): Certification(s): CTP, BI5000, N+, UM, W2K
ENT MSG - FAX LICENSES					
Part Number	Discount Category	Change Ind	MLP	Description	Notes
840.0810	HW		\$237.77	Enterprise Messaging - 1 Fax Port	
MiCollab (MAS)					
MAS APPLICATIONS: 6042 MANAGED VPN					
Part Number	Discount Category	Change Ind	MLP	Description	Notes
53001276	SW - OEM		\$110.83	6042 Managed VPN - 1 End Node - 1 Year Billed Annually	NOTE(S): This part is only orderable through the Mitel Networks Applications Management Center. This part includes the software and licensing for one or more additional servers in a managed IPsec VPN.
Mitel Live Business Gateway					
LIVE BUSINESS GATEWAY RELEASE					
Part Number	Discount Category	Change Ind	MLP	Description	Notes
54002210	SW		\$2,770.63	LIVE BUSINESS GATEWAY 10 user licenses	NOTE(S): This part can only be used with an LBG base pack, part numbers 54002580 (LBG for use with Windows O/S) or 54002581 (LBG for use with Mitel Standard Linux O/S) LBG licenses are concurrent user licenses, the number of LBG licenses determine how many OCS/Lync users can be connected to the LBG at one time Please Note: Part number 54002581 LBG for use with Mitel Standard Linux O/S has been discontinued.
MiVoice Border Gateway					
TELEWORKER SOLUTION					
Part Number	Discount Category	Change Ind	MLP	Description	Notes
54003893	SW - OEM		\$554.13	MBG Base Kit & 5 Client Licenses	
54004491	SW		\$27.71	Sip Trunking Channel Proxy	
54004571	SW		\$138.53	Mitel Border Gateway Base	
54004572	SW		\$83.12	MBG TW service 1 User	
54004573	SW		\$609.54	MBG TW service 10 User	
54004575	SW		\$2,632.09	MBG TW service 50 User	
54004577	SW		\$4,571.53	MBG TW service 100 User	
54004578	SW		\$0.00	TW 4.5 to MBG 5.2 Upgrade	
54004581	SW		\$0.00	MBG 5.0 to MBG 5.2 upgrade	
54004582	SW		\$188.40	MBG 5 session Compression License	
54005339	SW		\$138.53	MBG Virtual Appliance	
SIP TRUNK PROXY					
Part Number	Discount Category	Change Ind	MLP	Description	Notes

Part Number	Discount Category	Change Indi	MLP	Description	Notes
54005339	SW		\$138.53	MBG Virtual Appliance	
MiContact Center Business Edition					NOTE(S): Contact Center Business Edition - CC BE - is a value priced package of core Contact Center capability targeted for Small Businesses.
CONTACT CENTER (CC) BUSINESS EDITION					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
51013320	SW		\$5,264.19	MCC BE - Start Pack-2 media, 5 Agts	NOTE(S): - Pre-requisites: PN 54002590 CC BE Base Contact Center Management Business Edition base software is a pre-requisite to purchasing the Multi Media CC BE starter pack. Includes: Routing of 2 media: Email, Fax (by default), and 5 agents with Outlook integration desktops. NOTE: Should you wish to swap one of the default media types for SMS or Web Chat, contact Sales@prairiefyre.com
51013321	SW		\$277.06	MCC BE - 1 Agents Add-On	NOTE(S): - Pre-requisites: PN 51013320 MCC BE Start Pack 1 MCC BE Agent provides: - Multimedia routing and reporting on one additional MCC agent.
54002590	SW		\$1,496.14	CC BE - Base 5 Agt Reporting, 5 Agt Desktop & 1 Supervisor	NOTE(S): - No site key required - this part establishes a new site key. Includes: Base CC BE software, 1 Supervisor Desktop & 5 Reporting Agents & 5 Agent Desktops - historical ACD reporting and real time monitoring - Enterprise Presence and Chat integration (OCS only) NOTE: CC BE has a 25 agent maximum and is single site only. If greater than 25 agents or multisite is required please refer to CC Enterprise Edition.
54002602	SW		\$886.60	CC BE - 5 Agent Reporting Pk	
54002603	SW		\$83.12	CC BE - 1 Supervisor Desktop	NOTE(S): - Pre-requisites: PN 54002590 CC BE Base 1 Supervisor Desktop includes: - 1 user access to view all agents and queues in real time. PRE-REQUISITE(S): 54002590 - CCM BE: Base 5 Agent Reporting, 5 Agent Desktop & 1 Supervisor (
54002608	SW		\$1,385.31	ICC BE	NOTE(S): -Pre-requisites: PN 54002590 CC BE Base - ICC BE provides desktop users interactive (CTI) control of agents and queues. PRE-REQUISITE(S): 54002590 - CCM BE: Base 5 Agent Reporting, 5 Agent Desktop & 1 Supervisor (
54002610	SW		\$1,108.25	IQ BE - Additional 2 Ports	NOTE(S): - Pre-requisites: PN 54002609 IQ BE Adds 2 additional IQ IVR port to the base software count. Note: IQ BE is limited to an 8 port maximum per system. PRE-REQUISITE(S): 54002590 - CCM BE: Base 5 Agent Reporting, 5 Agent Desktop & 1 Supervisor (54002418 3300/IQ Port License (Qty 4) 54002609 IQ BE (Qty 1)

Part Number	Discount Category	Change Indi	MLP	Description	Notes
54002644	SW		\$110.83	CC BE - 5 Agent Desktop Pk	NOTE(S): - Pre-requisites: PN 54002590 CC BE Base 5 Agent Desktop includes: - 5 users access to view themselves and their queues in real time. PRE-REQUISITE(S): 54002590 - CCM BE: Base 5 Agent Reporting, 5 Agent Desktop & 1 Supervisor (
MiCollab Call Recording Solutions					
SECTION E: SECURE RECORDING CONNECTOR					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54003181	SW - OEM		\$346.33	Mitel SRC Base Pack Includes 5 lic	PRE-REQUISITE(S): 54003185 Mitel SRC 1 Yr Support Required (Qty 1) Completion of SRC Self Study Course Required for Support
54003182	SW - OEM		\$41.56	Mitel SRC Single License	
54003183	SW - OEM		\$360.18	Mitel SRC 10 License Pack	
54003184	SW - OEM		\$1,662.38	Mitel SRC 50 License Pack	
54003231	SW - OEM		\$188.40	Mitel SRC 5 Port Comp Lic	
MiCollab (MAS)					
MAS - MESSAGING SOFTWARE LICENSES					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54001624	SW		\$1,385.31	NP. Voicemail networking	INCLUDE(S): VPIM, NP Net TCP/IP and AMIS
54001636	SW		\$1,385.31	NP. Misc. applications: NP forms, NP on demand cut thru page	INCLUDE(S): Cut-Through-Page, NP Forms, NP On-Demand, and NP RapidDial.
54001637	SW		\$1,274.49	NP. Call detail recorder	NOTE(S): Requires a spare Serial Port - may not be available if PMS integration already deployed.
54001773	SW		\$1,385.31	NP. Enable 1 additional prompt language.	NOTE(S): Rel 10 base s/w includes NA english, Numeric prompts plus one additional language set Order this part to allow installation of additional full-set language prompts - to a maximum of 8 total languages per system. All Prompt Files for all languages ship with every system.
54002375	SW		\$554.13	NP. Enable fax on one voice port (max 6/node)	
54002692	SW		\$664.95	NP. Text-to-speech virtual port.	
54003292	SW		\$554.13	NP-SAA. Add 1 SAA port to NP.	
54003293	SW		\$277.06	NP-SAA. Corporate directory, 50 names.	
54004052	SW		\$304.77	NPUM Advanced UM Up(10 Users)	NOTE(S): Contains 10 Advanced UM users; Requires one of MAS Multi-App Base (Full) or MAS Msg & Conf Base packages; cannot be applied to standalone (non-MAS) Nupoint; available for both MAS for 3300 ICP and MAS for 5000 CP. Advanced UM Enablement already included in MAS base.
54004107	SW		\$9.69	NP. Std UM, 1 user	
54004108	SW		\$83.12	NP. Std UM, 10 users	
54004109	SW		\$332.48	NP. Std UM, 50 users	
54004110	SW		\$22.17	NP. Outbound fax, 1 user.	
54004111	SW		\$180.09	NP. Outbound fax, 10 users.	

Part Number	Discount Category	Change Ind	MLP	Description	Notes
54004112	SW		\$554.13	NP. Outbound fax, 50 users.	
54004222	SW		\$33.25	MAS Nupoint Advanced UM 1 User	NOTE(S): Contains 1 Advanced UM User; Requires one of MAS Multi-App Base (Full) or MAS Msg & Conf Base packages; cannot be applied to standalone (non-MAS) Nupoint; available for both MAS for 3300 ICP and MAS for 5000 CP. Advanced UM Enablement already included in MAS base.
54004223	SW		\$1,385.31	MAS Nupoint Advanced UM 50 Users	NOTE(S): Contains 50 Advanced UM user licenses; Requires one of MAS Multi-App Base (Full) or MAS Msg & Conf Base packages; Cannot be applied to standalone (non-MAS) Nupoint; Available for either MAS for 3300 ICP or MAS for 5000 CP. Advanced UM Enablement already included in MAS Base.
54005142	SW		\$31.03	Unified Messaging Pack for MAS - Qty 1	INCLUDE(S): 54004762 MAS 2.0 NPUM Mailbox & Call Director (1 User) (Qty 1) 54004107 NPUM Standard UM (1 User) (Qty 1) 54004262 UC Express (1 Deskphone License) (Qty 1) NOTE(S): PRE-REQUISITE(S): Mitel Application Suite
54005143	SW		\$268.75	Unified Messaging Pack for MAS - Qty 10	INCLUDE(S): 54004763 MAS 2.0 NPUM Mailbox & Call Director (10 Users) (Qty 1) 54004108 NPUM Standard UM (10 Users) (Qty 1) 54004262 Unified Communicator Express (1 Deskphone User) (Qty 10) NOTE(S): PRE-REQUISITE(S): Mitel Application Suite
54005144	SW		\$1,124.87	Unified Messaging Pack for MAS - Qty 50	INCLUDE(S): 54004764 MAS 2.0 NPUM Mailbox & Call Director (50 Users) (Qty 1) 54004109 NPUM Standard UM (50 Users) (Qty 1) 54004263 UC Express (50 Deskphone Licenses) (Qty 1) NOTE(S): PRE-REQUISITE(S): Mitel Application Suite
MAS - COLLABORATION SOFTWARE LICENSES					
Part Number	Discount Category	Change Ind	MLP	Description	Notes
54003580	SW		\$277.06	MAS AWC Audio & Web Uplift (1 User)	NOTE(S): Contains 1 SIP user license for use with pre MCD 4.1 controllers and 1 Applications Connector license for use with MCD 4.1 controllers
54004074	SW		\$7,340.49	MAS AWC Audio Only Uplift (50 User)	NOTE(S): Contains 50 SIP user licenses for use with pre MCD 4.1 controllers and 50 Applications Connector licenses for use with MCD 4.1 controllers
54004075	SW		\$9,236.71	MAS AWC Audio & Web Uplift (50 User)	NOTE(S): Contains 50 SIP user licenses for use with pre MCD 4.1 controllers and 50 Applications Connector licenses for use with MCD 4.1 controllers
MAS - SOFTWARE UPGRADES					
Part Number	Discount Category	Change Ind	MLP	Description	Notes
54005309	SW		\$0.00	MAS 1.2 SglApp AWC to MAS 2.0 Upgrade	NOTE(S): This part is required to upgrade from a MAS 1.2 Single-App AWC base pack to a MAS 2.0 Single-App AWC base pack
54005310	SW		\$0.00	MAS 1.2 to MAS 2.0 Mobility Upgrade	NOTE(S): This part is required to upgrade from MAS 1.2 Mobility to MAS 2.0 Mobility

Part Number	Discount Category	Change Indi	MLP	Description	Notes
MiCollab Client (UC)					
UNIFIED COMMUNICATOR ADVANCED					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54004266	SW - OEM		\$54.86	UC Advanced 1 Deskphone License	NOTE(S): Includes: 1 user license for UC Advanced deskphone functionality plus the UCA Web and Mobile Portals Pre-requisite: Unified Communications server
54004267	SW - OEM		\$2,468.63	UC Advanced 50 Deskphone License	NOTE(S): Notes - 50 user license for UC Advanced desk phone functionality plus the UC Advanced Web and Mobile Portals
54004281	SW - OEM		\$83.12	UC Advance Deskphone & Softphone License	NOTE(S): Includes: 1 UC Advanced deskphone license and 1 UC Advanced softphone license Pre-requisite: Unified Communications server
54005146	SW - OEM		\$99.74	Collaboration Pack - 1 User	INCLUDE(S): 54004266 UC Advanced Deskphone License (Qty 1) 54004222 MAS NuPoint Advanced UM (1 User) (Qty 1) 54004110 NuPoint Outbound Fax (1 User) (Qty 1) NOTE(S): PRE-REQUISITE(S): Mitel Application Suite and UC Server
54005151	SW - OEM		\$137.42	Mobility Standalone Pack - 1 user	INCLUDE(S): 54005163 UCA Web/Mobile Portal (1 User) (Qty 1) 54005065 MCD Standalone Dynamic Extension (1 User) (Qty 1) 54004222 MAS NuPoint Advanced UM (1 User) (Qty 1) NOTE(S): PRE-REQUISITE(S): MAS, UC Server, MCD
54005154	SW - OEM		\$157.93	Mobility Enterprise Pack - 1 user	INCLUDE(S): 54004163 UCA Web/Mobile Portal (1 User) (Qty 1) 54005066 MCD Enterprise Dynamic Extension (1 User) (Qty 1) 54004222 MAS NuPoint Advanced UM (1 User) (Qty 1) NOTE(S): PRE-REQUISITE(S): MAS, UC Server, MCD
54005155	SW - OEM		\$1,546.01	Mobility Enterprise Pack - 10 users	INCLUDE(S): 54005163 UCA Web/Mobile Portal (1 User) (Qty 10) 54005066 MCD Enterprise Dynamic Extension (1 User) (Qty 10) 54004052 MAS Nupoint Advanced UM (10 Users) (Qty 1) NOTE(S): PRE-REQUISITE(S): MAS, UC Server, MCD
54005156	SW - OEM		\$6,649.50	Mobility Enterprise Pack - 50 users	INCLUDE(S): 54005164 UCA Web/Mobile Portal (50 Users) (Qty 1) 54005066 MCD Enterprise Dynamic Extension (1 User) (Qty 50) 54004223 MAS Nupoint Advanced UM (50 Users) (Qty 1) NOTE(S): PRE-REQUISITE(S): MAS, UC Server, MCD
54005380	SW - OEM		\$1,108.25	UCA Advanced Server Peering License	
54005381	SW - OEM		\$1,385.31	UCA Advanced Server Federation License	

Part Number	Discount Category	Change Indi	MLP	Description	Notes
54005598	SW - OEM		\$32.69	UC Adv Mobile for Smart Devices 1 Lic	
54005599	SW - OEM		\$1,471.20	UC Adv Mobile for Smart Devices 50 Lic	
54005601	SW - OEM		\$32.69	UC Adv Std-alone client Smart Device 1 L	
UNIFIED COMMUNICATOR ADVANCED SOFTPHONE					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54004268	SW - OEM		\$41.56	UC Advanced 1 Softphone License	NOTE(S): Includes: 1 user license for UC Advanced softphone functionality, plus the UC Advanced Web and Mobile Portals Pre-requisite: Unified Communications server
54004269	SW - OEM		\$1,870.17	UC Advanced 50 Softphone License	NOTE(S): Includes: 50 user licenses for UC Advanced softphone functionality, plus the UC Advanced Web and Mobile Portals Pre-requisite: Unified Communications server
54004281	SW - OEM		\$83.12	UC Advance Deskphone & Softphone License	NOTE(S): Includes: 1 UC Advanced deskphone license and 1 UC Advanced softphone license Pre-requisite: Unified Communications server
MiContact Center Small Business (CSM)					
STARTER & UPLIFT PACKAGES					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54004317	SW		\$2,216.50	MAS CSM Advanced Routing Uplift	NOTE(S): Requires MAS CSM Starter Pack / Add on Includes Intelligent Router and 5 Connection Assistant To Callviewer Uplifts
54004318	SW		\$1,662.38	MAS CSM Media Blending Uplift	NOTE(S): Requires CSM Starter Pack /Add on Requires CSM Advanced Routing Uplift Provides Media Blending Option 5 Media Agents and 3 Media Queues
54004319	SW		\$2,493.56	CSM Intelligent Router License	NOTE(S): Config Must Have MAS MBD or MAS CSM Starter Pack/Add on Pack If 54004317 has been ordered this part is not required
MEDIA BLENDING LICENSING					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54004320	SW		\$166.24	CSM Media Blending Agent License	NOTE(S): Requires MAS CSM Starter Pack/Add on Requires 54004316 MAS CSM Advanced Routing Uplift Requires 54004318 MAS CSM Media Blending Uplift
54004321	SW		\$221.65	CSM Media Blending Queue License	NOTE(S): Requires MAS CSM Starter Pack/Add on Requires 54004316 MAS CSM Advanced Routing Uplift Requires 54004318 MAS CSM Media Blending Uplift
CLIENT LICENSING					
Part Number	Discount Category	Change Indi	MLP	Description	Notes

Part Number	Discount Category	Change Indi	MLP	Description	Notes
54004326	SW		\$55.41	CSM Single Client Go License	NOTE(S): Requires MAS MBD or MAS CSM Starter/Add on Pack
54004330	SW		\$91.43	CSM Conn Assistant Single License	NOTE(S): Requires MAS MBD or MAS CSM Starter/Add on Pack
54004331	SW		\$803.48	CSM Conn Assistant License 10 Pack	NOTE(S): Requires MAS MBD or MAS CSM Starter/Add on Pack
54004332	SW		\$3,474.36	CSM Conn Assistant License 50 Pack	NOTE(S): Requires MAS MBD or MAS CSM Starter/Add on Pack
54004334	SW		\$166.24	CSM CallViewer Single License	NOTE(S): Requires MAS MBD or MAS CSM Starter/Add on Pack
54004335	SW		\$1,546.01	CSM CallViewer License 10 Pack	NOTE(S): Requires MAS MBD or MAS CSM Starter/Add on Pack
54004336	SW		\$6,566.38	CSM CallViewer License 50 Pack	NOTE(S): Requires MAS MBD or MAS CSM Starter/Add on Pack
54004337	SW		\$9,974.25	CSM CallViewer License 100 Pack	NOTE(S): Requires MAS MBD or MAS CSM Starter/Add on Pack
54004338	SW		\$36.02	CSM Client Go To Conn Assistant Uplift	NOTE(S): Requires a Min of 1 Client Go in the customer config Upgrades 1 Client Go to 1 Connection Assistant
REPORTER & REALVIEWER LICENSING					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54004322	SW		\$55.41	CSM Single Agent Reporting License	NOTE(S): Only Required if using Reporter Pro and ACD Agents 1 License required for each ACD agent Reporter Pro monitors
54004323	SW		\$487.63	CSM Agent Reporting License 10 Pack	NOTE(S): Only Required if using Reporter Pro and ACD Agents 1 License required for each ACD agent Reporter Pro monitors
54004324	SW		\$2,105.68	CSM Agent Reporting License 50 Pack	NOTE(S): Only Required if using Reporter Pro and ACD Agents 1 License required for each ACD agent Reporter Pro monitors
54004325	SW		\$3,324.75	CSM Agent Reporting License 100 Pack	NOTE(S): Only Required if using Reporter Pro and ACD Agents 1 License required for each ACD agent Reporter Pro monitors
54004340	SW		\$692.66	CSM Reporter Basic Initial License	NOTE(S): Requires MAS MBD or MAS CSM Starter/Add On Pack
54004341	SW		\$415.59	CSM Reporter Basic Additional License	NOTE(S): Must have 1 of 54004340 Reporter Basic Initial Lic
54004342	SW		\$1,385.31	CSM Reporter Initial License	NOTE(S): Requires MAS MBD or MAS CSM Starter/Add On Pack Only 1 Reporter Initial License per customer config
54004343	SW		\$831.19	CSM Reporter Additional License	NOTE(S): Must have 1 of 54004340 Reporter Basic Initial Lic
54004344	SW		\$3,047.69	CSM Reporter Pro Initial License	NOTE(S): Requires MAS MBD or MAS CSM Starter/Add On Pack Only 1 Reporter Pro Initial License per customer config
54004345	SW		\$1,828.61	CSM Reporter Pro Additional License	NOTE(S): Must have 1 of 54004344 Reporter Pro License

Part Number	Discount Category	Change Indi	MLP	Description	Notes
54004346	SW		\$432.22	CSM Auto Reporter License	NOTE(S): Requires MAS MBD or MAS CSM Starter/Add on Pack
54004347	SW		\$138.53	CSM RealViewer License	NOTE(S): Requires MAS MBD or MAS CSM Starter/Add on Pack
54004348	SW		\$692.66	CSM Reporter Basic to Reporter Uplift	NOTE(S): Requires at least 1 Reporter Basic in Customer Config Converts 1 Reporter Basic to 1 Reporter License
MULTI NODE LICENSING					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54004350	SW		\$969.72	CSM 5000 Multi Node Awareness (5 Nodes)	NOTE(S): Requires MAS MBD or MAS CSM Starter/Add on Pack 1 Node required for each 5000 in Network
54004351	SW		\$138.53	CSM 5000 Multi Node Additional 1 Node	NOTE(S): Requires 54004350 Adds reporting for 1 additional 5000 in a Network
CALL RECORDING INTEGRATION LICENSING					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
54004992	SW		\$415.59	CSM Oaisys Intergration for 5000/3300	
Mitel MiService Solutions					
BASELINE SERVICES					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
53000253	SERVICES		\$90.68	Implementation & Integration	NOTE(S): List Price is Per Hour or as otherwise quoted. Admin. Fee may apply when Mitel is prime subcontractor. Basic service for TDM and IP telephony products. Covers installation, commissioning and testing.
53000254	SERVICES		\$90.68	End User Training	NOTE(S): List Price is Per Hour or as otherwise quoted. Admin. Fee may apply when Mitel is prime subcontractor.
53002196	SERVICES		\$1.01	MDF Materials user defined charges	
53002197	SERVICES		\$1.01	Subcontractor user defined charges	
SERVICES AGREEMENTS					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
53000254	SERVICES		\$90.68	End User Training	NOTE(S): List Price is Per Hour or as otherwise quoted. Admin. Fee may apply when Mitel is prime subcontractor.
Mitel Emergency Response Systems (ERS)					
<p>NOTE(S): March Networks ERS products are now available from a Distributor and no longer available from Mitel Networks. For inquires regarding these products, please contact jean_renaud@mitel.com.</p>					
E911 APPLICATIONS					
Part Number	Discount Category	Change Indi	MLP	Description	Notes

Part Number	Discount Category	Change Indi	MLP	Description	Notes
54001610	SW		\$748.07	(AMC) Remote Client (ER Adviser)	
54003052	SW		\$4,433.00	5.0 BASE S/W OPTIONS (ER ADVISER)	NOTE(S): Includes Base Software Pager Support 1 Remote Client 100 Station Licenses 1 PSAP Update Administrator
54003054	SW		\$5.54	STATION LIC - ONE (ER ADVISER)	
Mitel Maintenance & Support Services					
SERVICES AGREEMENTS					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
53000254	SERVICES		\$90.68	End User Training	NOTE(S): List Price is Per Hour or as otherwise quoted. Admin. Fee may apply when Mitel is prime subcontractor.
BASELINE SERVICES					
Part Number	Discount Category	Change Indi	MLP	Description	Notes
53000254	SERVICES		\$90.68	End User Training	NOTE(S): List Price is Per Hour or as otherwise quoted. Admin. Fee may apply when Mitel is prime subcontractor.

Exhibit II

[Insert scope of license]

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OR

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12.3 In the event of any conflict between the terms of this Agreement and a license agreement for the Software that You have signed with Mitel or an authorized Mitel dealer or system integrator (the "Executed Agreement"), the terms and provisions of the Executed Agreement will govern.

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8.0 Allocation of Risk

- 8.1 Provisions of this Agreement such as the warranty limitations, exclusive remedies and limitations of liability are unrelated, independent allocations of risks between You and Mitel. Unenforceability of any such allocations shall not affect the enforceability of other such allocations. If any part of this Agreement is held to be unenforceable, it shall not affect any other part. If any part of this Agreement is held to be unenforceable as written, it shall be enforced to the maximum extent allowed by applicable law. The fees paid by You for the Software reflects the allocations of risk contained in this Agreement.

9.0 Export Controls

- 9.1 You agree to comply fully with all relevant export laws and regulations of Canada, United States, and Europe and any other applicable export laws and regulations to ensure that the Software is not exported directly, or indirectly, in violation of such laws.

10.0 U.S. Government Restricted Rights

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12.0 Entire Agreement, Governing Law and Venue

- 12.1 YOU AGREE THAT THIS AGREEMENT IS THE COMPLETE, FINAL AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND MITEL AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT OR ANY OTHER COMMUNICATIONS RELATING TO THE USE OF THE SOFTWARE AND SERVICES OR ANY OF THE DOCUMENTATION.
- 12.2 No amendment, modification or waiver of this Agreement will be valid unless set forth in a written instrument signed by both parties. This Agreement shall be governed by, and construed in accordance with the laws in force in the Province of Ontario, Canada, exclusive of its conflict of laws provisions. In no event shall this Agreement be construed or enforced under the provisions of the United Nations Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, the application of which are expressly excluded. Each of the parties acknowledges and hereby attorns and submits to the exclusive jurisdiction of the Courts located in the Regional Municipality of Ottawa Carleton in the Province of Ontario, Canada. Mitel and its suppliers are deemed to be third party beneficiaries of this Agreement.
- 12.3 In the event of any conflict between the terms of this Agreement and a license agreement for the Software that You have signed with Mitel or an authorized Mitel dealer or system integrator (the "Executed Agreement"), the terms and provisions of the Executed Agreement will govern.

13.0 Authorized Mitel Dealer Sublicense Requirement.

13.1 To the extent that this Software is first utilized, and/or configured or programmed by an authorized Mitel dealer, distributor, or system integrator and not an end user customer, then the dealer, distributor or system integrator understands and agrees that it has the duty to obtain an acceptable sub-license from the end user or notify the end user of the terms of this Agreement prior to end user's use of the Software.

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- 7.2 Some jurisdictions do not allow limitation or exclusion of incidental or consequential damages in certain circumstances involving certain types of customer classes, so that the above limitation or exclusion may not apply to You to the extent that liability is by law incapable of exclusion or restriction.
- 7.3 IN NO EVENT SHALL MNC'S TOTAL LIABILITY FOR ANY DAMAGES, DIRECT OR INDIRECT, ARISING FROM OR IN CONNECTION WITH THE SOFTWARE, DOCUMENTATION OR THIS AGREEMENT EXCEED THE LICENSE FEES PAID BY YOU FOR THE SOFTWARE AND DOCUMENTATION, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE, INCLUDING NEGLIGENCE.

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