



## TotalSolution Program Lease Agreement

Lease No. \_\_\_\_\_

This lease is written in plain language because we want you to fully understand its terms. Please read your copy of this lease carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean the lessee indicated below. The words we, us, and our refer to the lessor indicated below. The words the Branch as used throughout refers to the Branch Office of Mitel Technologies, Inc., a third party which will transfer ownership of the equipment to us upon your execution of this lease and acceptance and delivery of the equipment. Therefore, your agreement concerning the lease of the equipment is with us and is set forth in this Agreement. You fully understand and agree that you have or will have entered into a separate agreement titled TotalSolution Program Service Agreement (hereafter called the "TSP Service Agreement") with the Branch.

1. **AGREEMENT:** You agree to lease from us and we agree to lease to you the equipment and/or software listed on all Schedule 1's, and that all equipment will be used for business purposes only. You promise to pay us the sum of the rental payments indicated on Schedule 1 attached. You may request, periodically, that additional equipment be added to an existing location, which equipment will be listed on a Supplement to Lease Agreement which when executed by you and us, will be attached to the specific Schedule 1 of this agreement and made a part hereof for all purposes. Payments for equipment added by Supplement to Lease Agreement will be computed to terminate the same time as the applicable Schedule 1. You may also request that additional equipment and/or software be added at separate locations, the equipment and/or software will be described on a separate Schedule 1, which when executed by you and us, and the appropriate deposit paid, will be attached to this agreement and made a part hereof for all purposes. You promise to pay us the sum of all rental payments listed on all Schedule 1's and Supplements to Lease Agreements.

2. **ORDERING EQUIPMENT:** If you have entered into a purchase contract for the equipment, you agree to waive your rights of ownership by execution and acceptance of this Agreement and any Schedule 1 or Supplements to Lease Agreement.

3. **NO WARRANTIES:** We are leasing the equipment to you "AS IS." **WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE IN CONNECTION WITH THIS LEASE.** If the Branch or anyone else has made a representation or warranty to you as to the equipment or any other matter, you agree that any such representation or warranty shall not be binding on us, nor shall the breach of such relieve you of, or in any way affect, any of your obligations to us under this lease. If the equipment is not satisfactory for any reason, you shall make your claim only against the Branch and you shall nevertheless pay us all rent payable under this lease. So long as you are not in default under any of the terms of this lease, we transfer to you any warranties inherent with ownership made to us by the Branch, or the manufacturer, or supplier. You understand and agree that only an authorized officer of Mitel Leasing, Inc. is authorized to waive or change any term or condition of this lease and no change is valid until and unless it is reduced to writing and signed by both parties. **YOU AGREE THAT, REGARDLESS OF CAUSE, YOU WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST US AND WE SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY ARISING FROM YOUR USE OF OR INABILITY TO USE THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR BUSINESS, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT; OR FOR REMOVAL OF EXISTING EQUIPMENT; FROM ROUTING AND PROGRAMMING ERRORS; AND UNAUTHORIZED TRESPASS OF PROGRAMMING, SOFTWARE AND/OR EQUIPMENT, MODEM LINES AND LONG DISTANCE CARRIER SERVICES; NOR SHALL WE BE RESPONSIBLE FOR THE PROCUREMENT OF, OR PAYMENT FOR ANY LICENSING REQUIREMENTS AS A RESULT OF THE USE OF COPYRIGHTED MUSIC WITH THE EQUIPMENT.** You acknowledge that we shall not be responsible for any service, repairs, warranty or maintenance of the equipment. We are not a party to the TSP Service Agreement or any other agreements between you and the Branch, and even if you have a dispute regarding any warranty, maintenance or service provided by the Branch, you will continue to pay us all payments due under this lease and all schedules to this lease.

4. **NON-CANCELLABLE LEASE:** Except as provided by the Upgrade Capability contained in the TSP Service Agreement, this lease cannot be cancelled.

5. **TERM:** The lease term will start on the date that any equipment is delivered to you or your agent as specified on Schedule 1's ("the Commencement Date") and will continue until you have met all of your obligations under the lease. Advance rentals are not refundable if the lease does not begin for any reason. The payments of rent are payable periodically in advance as stated on any schedule to this lease. The first payment is due on the Commencement Date as set forth on all Schedule 1's. You will be notified in writing if we change the date of your first payment. Thereafter, consecutive periodic payments will be due on the same day of each period indicated on this Agreement. All payments will be made to us at our address on this lease, or at another address which we would designate in writing. Your obligation to pay rentals to us is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. You authorize us to insert serial numbers and other identification data about the equipment, as well as other omitted factual matters. If we accepted a security deposit from you, it will be held by us to secure your faithful performance of this lease, and it will be returned or applied as stated in Paragraph 14. You shall pay us a one-time administrative fee (not to exceed \$90.00) to reimburse us for our start-up administrative costs.

6. **ASSIGNMENT:** You may not sell, transfer, assign or sublease the equipment or this lease. We may, without notifying you, sell, assign or transfer this lease and ownership of the equipment; and you agree that if we do so, the new lessor will have the same rights and benefits that we now have, and the new lessor will not have to perform any of our obligations. You agree that the rights of the new lessor will not be subject to any claims, defenses or set-offs that you may have against us. However, any such assignment, sale, or transfer of this lease or the equipment will not relieve us of our obligations to you under this lease.

7. **OWNERSHIP AND QUIET ENJOYMENT:** We are the owner of and have title to the equipment. If any other person attempts to claim ownership of the equipment by asserting that claim against you or through you due to acts or omissions by you, you agree, at your expense, to protect and defend our title to the equipment. Further, you agree that you will at all times keep the equipment from any legal process or lien whatsoever, and you shall give us immediate notice of any lien whatsoever, or if any legal process or lien is asserted or made against the equipment. So long as you are not in default under any of the terms in this lease, we agree that you shall quietly use and enjoy the equipment.

8. **CARE, USE AND LOCATION; LOSS OF EQUIPMENT:** We are not responsible for installing and keeping the equipment in good working order and repair. The Branch has provided for this in the TSP Service Agreement. You are responsible for protecting the equipment from damage, except for ordinary wear and tear and from any other kind of loss while you have the equipment or while it is being delivered to you. Even if the equipment is damaged or lost, you agree to continue to pay rent. You will keep and use the equipment only at your addresses shown on all Schedule 1's, and you will only use it for business purposes and in compliance with all applicable laws. You will not make any alterations or additions to the equipment without our prior written consent (which we will not unreasonably withhold), nor will you permanently attach the equipment to your real estate. You agree that you will not remove the equipment from those addresses unless you get our written permission in advance.

9. **TAXES AND FEES:** You agree to pay when due all taxes relating to this lease. You also agree that we have the right each year to estimate the yearly personal property taxes that will be due for the equipment and that you will pay us the estimated taxes when we request payment. If we pay any of those taxes, you agree to reimburse us on demand. You also agree that we have the right to sign your name to any document for the purpose of filing property tax statements, so long as the filing does not interfere with your right to use the equipment.

10. **INDEMNITY:** We are not responsible for any injuries or losses to you or any other person caused by your use of the equipment. You agree to reimburse us for and to defend us against any claims for such losses or injuries. This indemnity shall continue even after the term of this lease has expired.

11. **INSURANCE:** You agree to make all payments when due under this lease regardless of the cause of physical damage loss to the equipment. You agree to maintain, at your expense, a general public liability insurance policy, covering both personal injury and property damage, from anyone who is acceptable to us and to provide us, on request, with certificates or other evidence of insurance acceptable to us. If any insurance proceeds are paid as a result of any such loss or damage to the equipment, you agree that such insurance proceeds shall be paid to us to the extent of your rental obligations under this lease.

CUSTOMER INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

LEASING INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

**EXHIBIT A**

**Total Solution Program  
Lease Agreement (continued)**

**12. DEFAULT AND REMEDIES:** If you do not pay rent when due or if you break any of your promises under this lease, or you become insolvent, assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) a bankruptcy proceeding, you will be in default. If your default is caused by your failure to make any payment when due, we can, after ten (10) days written notice, enter your premises and deactivate all or a portion of the equipment, or require that you return the equipment to us and pay to us the remaining balance of all of the rental payments due under this lease at present value, using a six (6%) percent per year discount rate. If you fail to return the equipment to us, in addition we can also require that you pay to us our residual interest in the equipment. You also agree to pay us interest on all sums due us from the date of default until paid at the rate of one and one-half (1½%) percent per month, but only to the extent permitted by law. If your default is caused by your breaking any of your other promises under this lease, we shall be entitled to recover from you all damages caused by that type of default. We can also use any of the remedies available to us under the Uniform Commercial Code or any other law. If we refer this lease to an attorney for enforcement or collection, you agree to pay the greater of (1) our reasonable attorney's fees or (2) at least twenty (20%) percent of the remaining balance of all the rental payments, and actual costs. If we have to take possession of the equipment, you agree to pay the cost of repossession, storing, shipping, repairing and selling the equipment, which sum is agreed to be five (5%) percent of the original cash price by us of the equipment. Although you agree that we are not obligated to do so, if we decide to sell the equipment, and we are able to sell the equipment for a price that exceeds the sum of (a) our cost of repossession described above, (b) the residual value of the equipment, present valued as calculated above, and (c) any remaining debt owed by you to us, then we shall give you a credit for the amount of such excess. You agree that we do not have to notify you that we are selling the equipment.

**13. OTHER RIGHTS:** You agree that any delay or failure to enforce our rights under this lease does not prevent us from enforcing any rights at a later time. Both parties intend this lease to be a valid and legal document, and agree that if any part is determined to be unenforceable, all other parts will remain in full force and effect. If this document is not found to be a lease, then you grant us a security interest in the equipment, and you acknowledge and agree to all other terms herein as applicable to the security interest. You also give us the right to immediately file, at your expense, any Uniform Commercial Code ("UCC") financing statements or related filings, as well as the right to sign your name to any such filings that we make.

**14. REDELIVERY OF EQUIPMENT:** In the event you do not decide to renew this lease, as provided for in the TSP Service Agreement, or purchase the equipment according to the terms of any Purchase Option Letter that we have issued to you, then when this lease expires, or is earlier terminated, you shall allow us or our designated agent, upon three (3) days' notice, the right and ability, during normal business hours, to disconnect and remove the equipment. If upon expiration or termination, you do not immediately return the equipment to us, the equipment will continue to be held and leased by you on a month to month basis at the same rental rate in this lease. Upon expiration of your lease, and provided you have fulfilled all of your obligations to us under this lease, we will either refund your security deposit without interest to you or at your direction apply it towards the purchase of the equipment.

**15. LATE CHARGES:** If, prior to our notice of default, any part of a payment is not made by you within thirty (30) days of its stated due date, you agree to pay us a late charge of ten (10%) percent of each late payment, but only to the extent permitted by law. You agree to pay us the late charge not later than one month following the date that the original payment was due.

**16. ENTIRE AGREEMENT; CHANGES:** This Lease contains the entire agreement between you and us and it may not be altered, amended, modified, terminated or otherwise changed except in writing and signed both by you and us. You agree and understand that you are only leasing the equipment as specified on all Schedule 1's and Supplement to Lease Agreements.

**17. MISCELLANEOUS:** In the event you fail to comply with any part of this lease, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days prior written notice to you. If we are required to pay any amount to obtain your compliance, the amount we pay, plus all of our expenses in causing your compliance, shall become additional rent and shall be paid by you at the time of the next due rental payment. If any notices are required under this lease, they shall be sufficient if given personally, by telefacsimile (fax) or mailed to the address set forth in this lease by certified or registered mail, postage prepaid. This lease is for the benefit of and is binding upon you and your personal representatives, successors and assigns. THIS LEASE SHALL BE BINDING WHEN ACCEPTED IN WRITING BY US AND THE RIGHTS AND OBLIGATIONS OF YOU AND US SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. YOU AGREE THAT THE COURTS OF THE STATE OF TEXAS FOR HARRIS COUNTY OR ANY FEDERAL DISTRICT COURT HAVING JURISDICTION IN THAT COUNTY SHALL HAVE JURISDICTION AND SHALL BE THE PROPER LOCATION OR VENUE FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS LEASE. You agree and consent that we may serve you by registered or certified mail, which shall be sufficient to obtain jurisdiction. Nothing stated in this lease is intended to prevent us from commencing any action in any court having proper jurisdiction. You waive trial by jury in any action between us.

**18. UCC -ARTICLE 2A PROVISIONS:** You agree that this is a "Finance Lease" under Article 2A of the Uniform Commercial Code, that is, you acknowledge nonexclusively that: (a) we did not select the equipment, we purchased it for lease to you; and (b) you have been given the name of the Branch which supplied the equipment you are leasing from us. We hereby notify you that you have rights under the agreements that you have with the Branch.

**CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS ON BOTH THIS PAGE AND THE FIRST PAGE OF THIS LEASE.**

|   |  |
|---|--|
| <p><b>Lease recipient (FULL LEGAL NAME)</b><br/>City of Gahanna</p> <p><b>200 South Hamilton Road</b></p> <p><small>BILLING ADDRESS:</small><br/> <b>Gahanna</b>      <b>Franklin</b>      <b>Ohio</b>      <b>43230</b><br/> <small>CITY</small>      <small>COUNTY</small>      <small>STATE</small>      <small>ZIP</small></p> <p><small>PHONE NO. ( )</small>      <b>614-342-4000</b></p> <p><small>(THE UNDERSIGNED AGREES THAT THE EQUIPMENT SHALL BE USED FOR BUSINESS PURPOSES AND AGREES THAT NO MODIFICATION TO THIS LEASE WILL BE EFFECTIVE UNLESS MADE IN WRITING AND SIGNED BY BOTH PARTIES.)</small></p> <p>BY  _____<br/> <b>AUTHORIZED OFFICER'S SIGNATURE</b></p> <p><small>Print Name:</small> _____</p> <p><small>TITLE:</small> _____ <small>DATE:</small> _____</p> <p><small>Email:</small> _____</p> | <p align="center"><b>ACH AUTHORIZATION</b></p> <p><small>THE UNDERSIGNED AGREES TO ALLOW LESSOR TO PROCESS MONTHLY PAYMENTS DUE UNDER THIS AGREEMENT VIA AUTOMATED CLEARING HOUSE (ACH)</small></p> <p><small>ABA / Routing and Transit #</small> _____</p> <p><small>Checking Account #</small> _____</p> <p>BY  _____<br/> <b>AUTHORIZED OFFICER'S SIGNATURE</b></p> <p><small>Print Name:</small> _____</p> <p><small>TITLE:</small> _____ <small>DATE:</small> _____</p> <p><b>ACCEPTED: MITEL LEASING, INC., LESSOR</b><br/> <b>1140 WEST LOOP NORTH, HOUSTON, TEXAS 77055</b></p> <p>BY: _____</p> <p><small>TITLE:</small> _____ <small>DATE:</small> _____</p> |
|---|--|

**PERSONAL GUARANTY**

I guarantee that the lessee will make all payments and pay all the other charges required under this lease when they are due and will perform all other obligations under the lease fully and promptly. I also agree that you may make other arrangements with the lease recipient and I will still be responsible for those payments and other obligations. You do not have to notify me if the lessee fails to meet all of its obligations under the lease. If lease recipient fails to meet all of its obligations, I will immediately pay in accordance with the default provisions of the lease all sums due under the original terms of the lease and will perform all other obligations of lessee under the lease. I will reimburse you for all the expenses you incur in enforcing any of your rights against the lease recipient or me, including attorney fees. If this is a corporate guaranty, it is authorized by the Board of Directors of the guaranteeing corporation. If this is a partnership guaranty, it is authorized under the partnership agreement. **THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. I AGREE AND CONSENT THAT THE COURT OF THE STATE OF TEXAS, HARRIS COUNTY OR ANY FEDERAL DISTRICT COURT HAVING JURISDICTION IN THAT COUNTY SHALL HAVE JURISDICTION AND SHALL BE PROPER LOCATION FOR THE DETERMINATION OF DISPUTES ARISING UNDER THIS LEASE.** I agree and consent that you may serve me by registered or certified mail, which will be sufficient to obtain jurisdiction. I waive trial by jury in any action between us.

X \_\_\_\_\_  
 PERSONAL GUARANTOR SIGNATURE      PRINT NAME      SOCIAL SECURITY NUMBER      DATED

X \_\_\_\_\_  
 PERSONAL GUARANTOR SIGNATURE      PRINT NAME      SOCIAL SECURITY NUMBER      DATED

**MITEL****TOTAL SOLUTION PROGRAM**

CUSTOMER NO. \_\_\_\_\_

**TOTAL SOLUTION PROGRAM SERVICE AGREEMENT**

This Agreement is entered into by and between Mitel Technologies, Inc. ("Mitel") and the Customer listed below ("Customer"). Mitel agrees to sell to Mitel Leasing, Inc. ("Lessor") and Customer agree to execute this agreement for the Installation, Maintenance and Warranty of the Equipment, System Software and/or Related Software ("System(s)") listed on all Schedule 1s executed by Customer and attached hereto in accordance with the following terms and conditions.

**TERMS AND CONDITIONS**

1. **SALE AND LEASE OF SYSTEM(S):** Mitel agrees to transfer title to the System(s) to the Lessor and install, maintain and warrant the System(s) for Customer upon the following conditions and terms of this Agreement: Customer agrees to deposit with Mitel, on the date of execution of this Agreement, an amount equal to one monthly rental payment as set forth in the agreement between Customer and Lessor. Customer agrees to provide all requested financial information to Lessor and within 24 hours of receipt, to execute any required lease agreements, personal guaranties, corporate resolutions and acceptance and delivery certificates. Mitel agrees, that upon the completion of the promises herein, Mitel will apply to the Customer's account all deposits paid, less amounts due to Mitel by Customer through any change or addition to this Agreement not incorporated in the lease.
2. **BINDING AGREEMENT:** When the Customer and Mitel have executed this Agreement, and Mitel has sent a copy to Customer, this Agreement will be fully binding between Customer and Mitel. Customer and Mitel agree that this Agreement contains the entire agreement, and supersedes all prior discussions or written or oral agreements between the parties. Neither Customer nor Mitel is bound by any representation or inducement not set forth herein. Specifically, Customer agrees that Mitel is not responsible for any term or provision of any lease agreement, nor is the Lessor responsible for any term or provision of this Agreement.
3. **OWNERSHIP OF SYSTEM(S):** Customer agrees that Mitel retains all right, title and ownership of the System(s) until Customer has fully executed all lease documents including any lease agreement, accompanying documentation and the Delivery and Acceptance Certificate. Customer agrees that Mitel shall transfer title to the Lessor upon notice from the Lessor to Mitel that all such documentation has been executed. In the event that Customer fails to execute any documentation of Lessor, then Mitel shall have all of the rights and remedies set forth in Paragraph 15 hereof.
4. **TERMS AND OPTIONS:** Schedule 1, in singular or multiples, shall (a) be attached hereto and made a part hereof for all purposes, (b) set forth the term of this agreement beginning with the Lease Commencement Date which is defined to be the Cutover date and/or first day of operation of System(s), and (c) contain material terms and provisions to this agreement in addition to the description of the System(s) to be installed, maintained and warranted during the term of this agreement. Renewal options, if any, are attached hereto in Schedule 2.
5. **TAXES:** Customer shall be responsible for the payment of all local, excise, sales, use, property and other taxes or charges levied with respect to the System(s) leased to Customer.
6. **RISK OF LOSS; INSURANCE:** Mitel shall bear all risks of direct physical loss or damage to the Equipment, System Software and/or Related Software, except as provided herein. In the event of covered loss or damage Mitel's sole obligation will be to repair or replace the damaged or lost System(s), and in no event shall Mitel be liable for interruption of Customer's business, loss or damage to Customer's property, or any other loss, including but not limited to injury to any of Customer's employees, agents, or any other person on Customer's premises, or damage extending beyond the direct physical loss of, or damage to, the System(s). Mitel shall not be responsible for any loss resulting from: (i) acts, including actions hindering, combating or defending against war or riot; (ii) unauthorized tampering or interference with the System(s) by Customer or its agents; (iii) neglect or abandonment of all or part of the System(s) by Customer or; (iv) stolen or misplaced wireless equipment, (v) any loss or damage that reasonably could have been prevented by Customer or resulted from Customer's negligence in maintaining adequate protection for the System(s). In the event of a loss of or damage to, all or any part of, the Equipment, System Software or Related Software under any of these circumstances stated in this paragraph, Customer will incur the expense for repair or replacement of the damaged or lost Equipment, System Software and/or Related Software. Customer will also maintain adequate public liability insurance, copies of which shall be furnished to Mitel on request.
- THE OCCURRENCE OF ANY LOSS OF OR DAMAGE TO: ALL OR ANY PART OF, THE EQUIPMENT, SYSTEM SOFTWARE AND/OR RELATED SOFTWARE SHALL NOT, HOWEVER, RELIEVE OR REDUCE ANY OTHER COVENANT, CONDITION OR PROVISION CONTAINED IN THIS AGREEMENT.
7. **CARE, USE AND LOCATION OF SYSTEM(S):** Customer shall not abuse the System(s) or permit it to be serviced by anyone other than Mitel. Neither Customer nor Customer's agent shall connect accessories or software supplied by anyone other than Mitel to the System(s) without Mitel's written consent, which shall not be unreasonably withheld. Customer shall use the Equipment, System Software and/or Related Software only in the manner contemplated by the manufacturer and in accordance with law. Customers shall not allow anyone other than Mitel to disconnect or move the System(s) from the Location.
8. **SECURITY INTEREST; TITLE:** Customer agrees to execute any documentation, which may be necessary or appropriate to perfect Mitel's or Lessor's security interest in the System(s). Customer hereby appoints Mitel as Customer's attorney-in-fact to execute on behalf of Customer any financing statement or other documents required by Mitel or Lessor to perfect or enforce its security interest. In the event of default by Customer of any of its obligations to Mitel, Mitel shall have the rights of a secured party as set forth under the Uniform Commercial Code, including, but not limited to, the right to retake possession of the System(s), with or without notice.
9. **RIGHT TO ACT AS AGENT AND SITE PREPARATION:** Customer agrees to provide an "agency letter" authorizing Mitel to act as agent for Customer in ordering necessary services from the telephone utility company and any long distance carriers, equal access carriers and specialized carriers, whenever applicable. Mitel agrees to furnish the above described Equipment, System Software and/or Related Software and all necessary cable, wire, hardware and labor for the installation of the Equipment, System Software and/or Related Software as may be necessary to create a functioning system. Customer agrees to: (a) furnish and install all conduit, raceway or lowsmoke cable and to create all holes and wireways through concrete, plaster, metal floors, walls or ceiling which may be required for the installation of said System(s); (b) provide all separate commercial AC power circuits required for the operation of the System(s) and associated apparatus; (c) pay for all electrical current necessary for the operation of the System(s); and (d) provide suitable space which is environmentally controlled pursuant to the recommendation of the manufacturer of the System(s), including, but not limited to providing a dry and dust-free environment during and subsequent to installation. Mitel shall have no duty, responsibility, or obligation to make any structural alteration(s) or adjustment(s) to the premises to install the System(s). Customer shall provide Mitel with reasonable access to the premises during Mitel's working hours and shall furnish elevator service when necessary as well as heat, light, sanitary facilities, electrical power and protection of the System(s) from theft during the installation. Mitel is not responsible for restoring Customer's premises to its original condition upon removal or relocation of any or all of the System(s).

**CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES TO THE TERMS ON THIS PAGE AND THE SECOND PAGE HEREOF AND ANY ATTACHMENTS HERETO.**

City of Gahanna  
\_\_\_\_\_  
CUSTOMER NAME  
200 South Hamilton Road  
\_\_\_\_\_  
MAILING ADDRESS  
Gahanna Ohio 43230  
\_\_\_\_\_  
CITY, STATE, ZIP CODE  
BY \_\_\_\_\_  
\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
TYPED NAME & TITLE  
DATE \_\_\_\_\_

270 Cramer Creek Court  
\_\_\_\_\_  
MAILING ADDRESS  
Dublin OH 43017  
\_\_\_\_\_  
CITY, STATE, ZIP CODE  
BY \_\_\_\_\_  
\_\_\_\_\_  
SIGNATURE  
Dan Zieverink, Area General Manager  
\_\_\_\_\_  
TYPED NAME & TITLE  
DATE \_\_\_\_\_  
Tammy Stang  
\_\_\_\_\_  
TYPED NAME—SALES REPRESENTATIVE

## TotalSolution Program Service Provisions Agreement (continued)

**10. CUTOVER DATE AND ACCEPTANCE:** For the purpose of this Agreement, "Cutover Date" is defined as the date upon which the System(s) is installed at the premises and is capable of providing substantially the basic service for which the System(s) is intended. The "Estimated In-Service Date" is only an approximate date. MITEL SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FOR CAUSES BEYOND ITS REASONABLE CONTROL, OR UNFORESEEN CIRCUMSTANCES CAUSING DELAYS IN DELIVERY OR INSTALLATION OF THE SYSTEM(S) on or before the Estimated In-Service Date. Customer shall confirm the Cutover Date by executing a Delivery and Acceptance Certificate acceptable to Mitel. It shall be conclusively presumed that Customer's execution of the Delivery and Acceptance Certificate confirms Customer's inspection, satisfaction and unqualified acceptance of the System(s).

**11. SYSTEM SOFTWARE AND RELATED SOFTWARE SITE LICENSE:** The System Software is the software necessary to operate the Equipment, provide the service for which the equipment was intended. Related Software is software, provided by Mitel as part of this agreement, necessary to provide specific applications and/or features not necessary to the basic operation of the Equipment. Customer agrees that its interest in the System Software and/or Related Software provided by Mitel, pursuant to this Agreement is that of a licensee and that said System Software and/or Related Software is to be used solely and exclusively in and with the System(s) as described in this Agreement or any other license agreements required by Mitel pursuant to the operation of the System(s). Customer may not reproduce, sublicense, assign, sell or transfer the System Software or Related Software covered by this license to any other person or entity without the express written permission of Mitel.

**12. TRAINING:** Mitel shall provide all necessary training services for Customer's personnel to effect the operation of the Equipment, System Software and/or Related Software at no additional cost to Customer during the term of this Agreement.

**13. WARRANTY AND MAINTENANCE:** For the term of this Agreement, Mitel warrants the Equipment, System Software and/or Related Software against defective parts, programming and workmanship. Upon notification of a defect, Mitel shall have the option to repair or replace any defective part or install, modify or replace software, and such services provided by Mitel shall be Customer's sole and exclusive remedy. During the term of this Agreement, all expenses incidental to repair or replace equipment and/or software under warranty, including all labor and material, shall be borne by Mitel. Replacement parts may be new or reconditioned at Mitel's option. All equipment, software and replaced parts will remain the property of Mitel.

Regular maintenance service (non-emergency) during the warranty period will be provided without charge to Customer during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays). Emergency service during the warranty period (service required due to the System(s)'s inability to accomplish either incoming, outgoing or internal calls) will be provided without charge to Customer seven days a week and twenty-four hours a day.

Maintenance service under this Agreement does not include repair or service required as a result of: (a) neglect, misuse or intentional damage of the System(s); (b) alterations, additions or modifications to any part of the Equipment, System Software or Related Software performed by anyone other than Mitel; (c) conflicts created by unauthorized software on the System(s); (d) the failure of Customer to provide and maintain a suitable installation environment at all facilities are prescribed by Mitel (including, but not limited to, proper electrical power, air conditioning, or humidity control); (e) use of supplies or materials not meeting Mitel specifications; (f) use of the System(s) for purposes other than those for which it was designed; (g) electrical work external to the System(s) or service connected with System(s) relocation, reconfiguration or additions; (h) cutoff of services to Customer by the utility; or (i) acts of God. However, Mitel will make maintenance service available in accordance with its then standard practices and price schedules.

EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, MITEL MAKES NO WARRANTIES IN RESPECT TO THE EQUIPMENT, SYSTEM SOFTWARE OR RELATED SOFTWARE, EITHER EXPRESSED OR IMPLIED, INCLUDING NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT MITEL BREACHES ANY WARRANTY, THE CUSTOMER'S EXCLUSIVE REMEDY WILL BE THAT MITEL MAKES ANY EQUIPMENT OR SOFTWARE ADJUSTMENTS, REPAIRS OR PARTS REPLACEMENTS TO THE EQUIPMENT, SYSTEM SOFTWARE OR RELATED SOFTWARE WHEN MITEL DETERMINES THAT THE EQUIPMENT, SYSTEM SOFTWARE OR RELATED SOFTWARE DOES NOT CONFORM TO WARRANTY. NO OTHER WARRANTIES SHALL APPLY EXCEPT AS SET FORTH HEREIN.

**14. LIMITATION OF LIABILITY:** MITEL SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S USE OF OR INABILITY TO USE THE EQUIPMENT, SYSTEM SOFTWARE OR RELATED SOFTWARE, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT; OR FOR PERSONAL INJURY, LOSS OR DESTRUCTION OF OTHER PROPERTY; OR FOR THE PAYMENT OF ANY CHARGES BY ANY COMPANY TO CUSTOMER FOR TERMINATION OF OR FAILURE TO TERMINATE PRE-EXISTING AGREEMENTS OR FOR REMOVAL OF EXISTING EQUIPMENT; OR FROM CUSTOMER'S INABILITY TO USE THE EQUIPMENT, SYSTEM SOFTWARE AND/OR RELATED SOFTWARE, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT, OR SOFTWARE; FROM ROUTING AND PROGRAMMING ERRORS; AND UNAUTHORIZED TRESPASS OF PROGRAMMING, SOFTWARE AND/OR EQUIPMENT MODEM LINES AND LONG DISTANCE CARRIER SERVICES. MITEL SHALL NOT BE RESPONSIBLE FOR THE PROCUREMENT OF, OR PAYMENT FOR ANY LICENSING REQUIREMENTS AS A RESULT OF THE USE OF COPYRIGHTED MUSIC WITH THE SYSTEM(S).

**15. DEFAULT:** If Customer fails to pay any amount due to Mitel as set forth herein, or Lessor pursuant to a Lease Agreement, or defaults in any other obligations, then, in addition to all other remedies available to Mitel by law or equity or under this Agreement, and not in limitation thereof, Mitel may, until said sum is paid in full, declare the entire remaining amount due and payable and after ten (10) days written notice addressed to Customer shown herein; disconnect or disable all or any part of the Equipment, System Software and/or Related Software or otherwise render it inoperable; cease maintaining or installing the Equipment, System Software and/or Related Software, or enter Customer's premises without liability for trespass or damages and, with or without notice, take possession of and remove the System(s).

After the execution of this Agreement, should Customer determine, for any reason other than an express breach of agreement by Mitel, that Customer shall not abide by the Terms of this Agreement, Mitel shall be entitled to payment of the greater sum of (a) all deposits paid to date of notice of termination, or (b) an amount equal to twelve (12) monthly rental payments set forth in paragraph 1 as liquidated damages. The prevailing party in any legal action shall be entitled to recover reasonable attorney's fees and costs in the amount allowed by court.

**16. INDEMNIFICATION:** Customer shall indemnify Mitel against and hold Mitel harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, claimed by any person, organization, association, or otherwise arising out of, or relating to, the System(s), its use, possession, operation and/or condition.

**17. ASSIGNMENT, SUBCONTRACTING:** This Agreement may be assigned by Mitel, in whole or in part, and Mitel may freely subcontract any or all of the work hereunder. The Customer may not assign this Agreement, in whole or part, without first obtaining the prior written consent of Mitel. Any such attempted assignment shall be invalid. Subject to the foregoing, this Agreement shall inure to and be binding upon the parties and their successors and assigns.

**18. CONSULTANT:** In the event that Customer is represented by a consultant, Mitel may require that the consultant provide completed key sheets and floor plans and arrange for all necessary services with the local telephone utility and provide Customer training and directories.

**19. MISCELLANEOUS:** Titles to the paragraphs of this Agreement are solely for the convenience of the parties and do not explain, modify, or interpret the provisions herein. If more than one Customer is named in this Agreement, the Liability of each shall be joint and several. This Agreement shall not be amended or altered unless such amendment or alteration is put in writing and approved, by signature, by authorized representatives of all parties hereto. This Agreement shall be enforced subject to the laws of the state in which said office of Mitel is located. Customer expressly consents to jurisdiction and venue within said state. No delay or omission to exercise any right, power or remedy available to Mitel, upon any breach or default of Customer under this Agreement shall impair any such right, power or remedy of Mitel, nor shall it be construed to be a waiver of any subsequent breach or default or acquiescence therein. Any waiver, consent or approval of any kind or any breach or default, or any waiver of any provision of this Agreement will only be effective if in writing and approved and signed by both parties and shall be effective only to the extent set forth in writing. If any provisions of this Agreement are in conflict with any statute or rule of law of any state or territory wherein it may be sought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict therewith, but without invalidating the remaining provisions herein.

CUSTOMER INITIALS

DATE

INITIALS

MITEL INITIALS

DATE

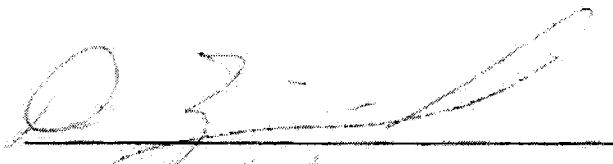
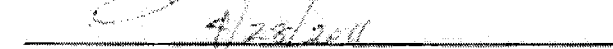


### City of Gahanna

Mitel agrees that the lease is subject to approval and appropriation of funds by Gahanna City Council.

Mitel

Date:



**TotalSolution Program  
Schedule 1**

This original Schedule is issued and effective as of the date set forth below. All of the terms, conditions, representations and warranties of the TotalSolution Program Lease Agreement identified by the Lease Number detailed below, including definitions of terms not otherwise defined in this Schedule, are hereby incorporated herein and made a part of hereof as if they were expressly set forth in this Schedule. This Schedule constitutes a separately enforceable, complete and independent Lease with respect to the Equipment described herein. By the execution and delivery of this Schedule, the parties affirm all of the terms, conditions, representations and warranties of the TotalSolution Program Lease Agreement.

|                              |              |
|------------------------------|--------------|
| <b>INSTALLING COMPANY</b>    |              |
| Mitel                        |              |
| CITY<br>Dublin               |              |
| COUNTY<br>Franklin           |              |
| STATE<br>OH                  | ZIP<br>43017 |
| <b>LOCATION OF EQUIPMENT</b> |              |
| 200 South Hamilton Road      |              |
| CITY<br>Gahanna              |              |
| STATE<br>Ohio                | ZIP<br>43230 |

|   |   |
|---|---|
| LEASE NUMBER  | SCHEDULE ACCOUNT NO.  |
| RENT COMMENCEMENT DATE: _____   |   |
| SCHEDULE OF PAYMENTS  |   |
| 60  | MONTHLY PAYMENTS OF \$ 1,276.30<br><small>(applicable taxes to be billed)</small> |
| EXCEPT AS OTHERWISE INDICATED BELOW:                                    |   |
| <input type="checkbox"/> OTHER 9 one half payments; 2 deferred payments |   |
| PAYABLE AT SIGNING OF THE LEASE (Check one)                             |   |
| <input type="checkbox"/> FIRST  | TOTAL PAYMENTS 638.15   |
| <input type="checkbox"/> OTHER  | MLI070  |

**LIST OF EQUIPMENT ATTACHED**

|  |                    |               |              |
|--|--------------------|---------------|--------------|
| <b>LESSEE (FULL LEGAL NAME)</b>                            |                    |               |              |
| City of Gahanna  |                    |               |              |
| <b>BILLING ADDRESS</b>                                     |                    |               |              |
| 200 South Hamilton Road                                    |                    |               |              |
| CITY<br>Gahanna  | COUNTY<br>Franklin | STATE<br>Ohio | ZIP<br>43230 |
| PHONE<br>614-342-4000                                      |                    | DATED         |              |
| BY <input checked="" type="checkbox"/> (AUTHORIZED SIGNER) |                    |               |              |
| PRINT NAME   |                    | TITLE         |              |

|   |
|---|
| <b>DELIVERY AND ACCEPTANCE OF EQUIPMENT</b>   |
| I AM AUTHORIZED AND HEREBY CERTIFY, ON BEHALF OF THE LESSEE, THAT ALL OF THE EQUIPMENT TO BE LEASED HAS BEEN DELIVERED AND INSTALLED. THE INSTALLATION AND ALL OTHER WORK NECESSARY FOR THE EQUIPMENT'S USE HAS BEEN SATISFACTORILY COMPLETED. THE DELIVERY DATE IS THE DATE THIS ACCEPTANCE IS SIGNED. |
| SIGNATURE <input checked="" type="checkbox"/>   |
| DATE  |
| PRINT NAME  |
| TITLE   |

|  |      |
|--|------|
| <b>ACCEPTED: MITEL LEASING, INC., LESSOR</b> |      |
| 1140 WEST LOOP NORTH, HOUSTON, TEXAS 77055   |      |
| BY <input checked="" type="checkbox"/>       |      |
| TITLE  | DATE |

# Supplement to TotalSolution® Program for Software Assurance



Dear Customer: We've written this Supplement to the TotalSolution Program (Supplement) in simple and easy to read language because we want you to understand its terms. Please read your agreement carefully and feel free to ask us any questions you may have about it. We use words you and your to mean the Customer. The words we, us and our refer to the Lessor indicated below.

**Software Assurance (SWA)** coverage provides you with software Update Releases (which may include bug fixes, patches and/or minor feature enhancements) and software Upgrade Releases (which includes major feature enhancements, and may contain bug fixes and patches) for the applicable product or products during the term without additional upgrade fees or charges for that software. Software Assurance does not include the labor and services to implement software Upgrade Releases for the covered product or products, nor does it cover the costs for any additional hardware or hardware upgrade should it be required for the software installation.

Supplement Number \_\_\_\_\_  
 Supplementing Lease Number \_\_\_\_\_  
 Branch Columbus \_\_\_\_\_

|   |                       |  |                                |
|---|-----------------------|--|--------------------------------|
| Customer Name City of Gahanna             |                       | Address 200 South Hamilton Road        |                                |
| City Gahanna                              | State Ohio            | Zip 43230                              |                                |
| Lessor Name<br><b>Mitel Leasing, Inc.</b> |                       | Address<br><b>1140 West Loop North</b> |                                |
| City<br><b>Houston</b>                    | State<br><b>Texas</b> | Zip<br><b>77055-7218</b>               | Phone<br><b>(713) 844-0800</b> |

1. Lease Agreement. We agree to lease to you and you agree to lease from us the Software Assurance provisions listed below.

## Description of Software Assurance provisions

| Quantity | Description of SWA                          | Monthly Price | Total Monthly |
|----------|---|---------------|---------------|
| 1.00     | Software Assurance for 48 Additional Months | 28.70         | 28.70         |
|          |   |               |               |
|          |   |               |               |

2. Additional Monthly payment: \$ 28.70

3. Terms and conditions. You agree that all of the terms and conditions contained in the Lease referred to above will apply to this Supplement, except as stated in paragraph 4 below.

4. Term and Rent. The term of this Supplement will be the same number of months or the number of months remaining under the original Lease described and numbered above at the time we accept this Supplement. The additional monthly payment for the equipment and/or software leased under this Supplement will be the amount listed in paragraph 2 above which will be added to the payments stated in the Lease. You agree to pay the combined payments on the due dates stated in the Lease for the remaining term of the Lease.

5. Additional Provisions. You agree that this Supplement cannot be cancelled except as provided for in the Lease. You also agree that the software will not be used for personal, family or household purposes. You acknowledge receipt of a copy of this Supplement.

CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES TO THE TERMS ON THIS FACING PAGE, AND ANY ATTACHMENTS HERETO.

**City of Gahanna**

CUSTOMER NAME

**200 South Hamilton Road**

MAILING ADDRESS

**Gahanna, Ohio 43230**

CITY, STATE, ZIP CODE

By: \_\_\_\_\_

SIGNATURE

TYPED NAME & TITLE

Date: \_\_\_\_\_

**MITEL LEASING, INC.**

**1140 West Loop North**

MAILING ADDRESS

**Houston, TX 77055-7218**

CITY, STATE, ZIP CODE

By: \_\_\_\_\_

SIGNATURE

TYPED NAME & TITLE

Date: \_\_\_\_\_



Lessee (Full Legal Name) City of Gahanna \_\_\_\_\_

Lease Number \_\_\_\_\_

## SCHEDULE 1

### EQUIPMENT ITEMIZATION

#### Mitel 5000 Communications Platform rel. 5.0

##### Mitel 5000 Communications Platform - Base Packages, System Hardware

- 1 MT5000 HX to DEI Cable 16in
- 1 SW P Mem MT 5000 2GB CF NA
- 2 PCBA DDM-16 CARD WITH CABLE
- 1 Mitel 5000 v4.0 PS-1 w/lic key
- 1 Axxess to 5000 Digital HX Upgrade
- 3 MT5000 Digital Exp Interface (DEI)
- 1 MT5000 Processor Expansion Card (PEC-1)
- 2 MT5000 Single Line Mdl (SLM-8) for DEI
- 7 MT5000 Digital Endpoint Module (DEM-16)
- 1 MT5000 Dual T1/E1/PRI (T1M-2) for CS/HX

##### Mitel 5000 Communications Platform - Software Licenses

- 1 Second Port Enable Lic for Dual T1/E1
- 1 ACD Premium Feature-Upgrade to 5000
- 1 Agent Help Premium Feature-Upgrade to 5K
- 1 System OAI Events-Axxess to 5000
- 1 Desktop OAI Interface Feature
- 1 Sys OAI 3rd party Call Crtl-Axxess to 5K
- 48 MT5000 Lic Category E Promo Pkg
- 28 MT5000 Lic IP Phone Category D
- 64 MT5000 Lic Digital Phone Category E

##### Mitel 5000 Communications Platform - Voicemail, Enterprise Messaging

- 2 MT5000 Lic BVM 4 Ports

##### Desktop Devices - 5200/5300 IP Phones and Peripherals

- 3 5448 PKM FRU (48 Key) Dark Gray
- 28 5340 IP PHONE
- 3 PKM KIT - 48 KEY (for 85xx/53xx Phones)

##### OEM Connectivity, Equipment Racks, RAD, Power, UPS, CSU

- 7 MT5000 CABLE DEM-16 RJ45 TO AMP 50P 3M

##### Professional Services - Implementation

- 69 Implementation (SP)

##### Professional Services - Project Management

- 2 Project Coordination

Approved and Accepted by:



Customer \_\_\_\_\_

Mitel \_\_\_\_\_

Date \_\_\_\_\_



Lessee (Full Legal Name) City of Gahanna \_\_\_\_\_  
Lease Number \_\_\_\_\_

**TSP Excluded Parts**

**OEM - CommSource, DataNet Equipment**

- 1 5YR WARRANTY FOR FF430
- 2 MOD 8POS T-1 SURGE S2 VRMS CLAMP SC
- 1 4 PAIR TELCO PROTECTOR 130 VOLT
- 1 MIRCOCALL 200 EXTENSIONS
- 1 8 OUTLET STRIP 6' CORD 1RJ11 IN 2
- 1 MULTI TECH 2 PT V.34 FAX SVR

Approved and Accepted by:



\_\_\_\_\_  
Customer

\_\_\_\_\_  
Mitel

\_\_\_\_\_  
Date

## Schedule 2 - TotalSolution Program Service Agreement

This Schedule 2 more particularly identifies the Customer's options relating to Add-On Equipment Rates, Renewal Options, Upgrade Capability, and Cost for System Relocation once signed by the Customer becomes a part of the TotalSolution Program Service Agreement between the Branch and City of Gahanna.

### I. Add-On Equipment Rates

- A. The following listed equipment can be added at any time during the term of the Agreement at the following rates (based on original term) and as long as such additions are within the system's capabilities.

| Part  | Description   | Original term 60 | Original term 48 | Original term 36 |
|---|---|------------------|------------------|------------------|
| <b>Mitel Communications Director (MCD) 3300</b> |   |                  |                  |                  |
| 54002763  | MCD SIP User license                                      | 11.33            | 13.35            | 16.78            |
| 54002390  | MCD SIP Trunk License                                     | 8.38             | 9.88             | 12.41            |
| 54000297  | MCD Embedded VM Mailbox License                           | 4.98             | 5.87             | 7.38             |
| 54003691  | MCD External Hotdesking License                           | 4.76             | 5.61             | 7.05             |
| 54004975  | MCD Enterprise User License                               | 10.87            | 12.82            | 16.10            |
| 54004976  | MCD Standard User License                                 | 9.06             | 10.68            | 13.42            |
| 54005065  | MCD Standard Dynamic Extension License                    | 10.19            | 12.02            | 15.10            |
| 54005066  | MCD Enterprise Dynamic Extension License                  | 12.00            | 14.15            | 17.78            |
| <b>Mitel 5000 Communications Platform</b>       |   |                  |                  |                  |
| 580.2100  | SINGLE LINE MODULE CS-5200 (SLM-4)                        | 31.94            | 37.65            | 47.31            |
| 580.2101  | PCBA SINGLE LINE MODULE (SLM-8 for DEI)                   | 57.08            | 67.28            | 84.55            |
| 580.2200  | PCBA DIGITAL ENDPOINT MDUL (DEM-16)                       | 25.91            | 29.17            | 34.93            |
| 580.2304  | PCBA QUAD LOOPSTART TRUNK MDUL (LSM-4)                    | 28.77            | 33.91            | 42.61            |
| 840.0226  | LICENSE 5000 IP ENDPOINT A                                | 9.51             | 11.21            | 14.09            |
| 840.0414  | LICENSE 5000 IP ENDPOINT B                                | 6.12             | 7.21             | 9.06             |
| 840.0415  | LICENSE 5000 IP ENDPOINT C                                | 4.98             | 5.87             | 7.38             |
| 840.0416  | LICENSE 5000 IP ENDPOINT D                                | 7.25             | 8.54             | 10.74            |
| 840.0227  | LICENSE 5000 INDIVIDUAL PRI                               | 66.14            | 77.96            | 97.97            |
| 840.0759  | LICENSE 5000 DUAL T-1 SECOND PORT                         | 81.77            | 96.39            | 121.12           |
| <b>Desktop Devices - Phones and Peripherals</b> |   |                  |                  |                  |
| 51011571  | 5304 IP Phone (req MCD or 5000 D License)                 | 12.91            | 15.22            | 19.12            |
| 50005847  | 5312 IP Phone (req MCD or 5000 D License)                 | 14.27            | 16.82            | 21.14            |
| 50005664  | 5324 IP Phone (req MCD or 5000 D License)                 | 16.99            | 20.03            | 25.16            |
| 50006191  | 5320 IP Phone (req MCD or 5000 D License)                 | 17.67            | 20.83            | 26.17            |
| 50005804  | 5330 IP Phone (req MCD or 5000 D License)                 | 21.15            | 23.66            | 28.12            |
| 50005071  | 5340 IP Phone (req MCD or 5000 D License)                 | 24.99            | 27.96            | 33.23            |
| 50005991  | 5360 IP Phone (req MCD or 5000 D License)                 | 36.92            | 43.52            | 54.69            |
| 50006361  | 5340 IP PHONE W/GIGABIT STAND (req MCD or 5000 D License) | 30.35            | 35.78            | 44.96            |
| 50006363  | 5330 IP PHONE W/GIGABIT STAND (req MCD or 5000 D License) | 25.82            | 30.44            | 38.25            |
| 50006362  | 5320 IP PHONE W/GIGABIT STAND (req MCD or 5000 D License) | 21.29            | 25.10            | 31.54            |
| 51015276  | 5610 IP Cordless DECT Stand+Handset (req License)         | 27.86            | 32.84            | 41.27            |
| 51015282  | 5610 IP Cordless DECT Handset Only (req License)          | 18.76            | 19.76            | 24.83            |
| 50005301  | 48VDC ETNT PWR ADPT 100-240V (req 51005172 pwr crd)       | 1.81             | 2.14             | 2.68             |
| 51005172  | PWR CRD C7 2.5A 125V-NA PLUG                              | 0.23             | 0.27             | 0.34             |
| 50005712  | CORDLESS HEADSET & MODULE DECT                            | 21.97            | 25.90            | 32.54            |
| 50005711  | CORDLESS HANDSET & MODULE DECT                            | 16.08            | 18.96            | 23.82            |
| 50006122  | 8528 Digital 2X16 LCD Telephone (req DEM port)            | 18.80            | 22.16            | 27.85            |
| 50006123  | 8568 Digital 6X16 LCD Telephone (req DEM port)            | 24.69            | 29.10            | 36.57            |
| 550.8520  | 8520 DIGITAL 2 LINE LCD DISPLAY PHONE (req DEM port)      | 14.75            | 16.62            | 19.89            |
| 550.8560  | 8560 DIGITAL 6 LINE LCD DISPLAY PHONE (req DEM port)      | 18.71            | 21.07            | 25.23            |
| 550.8622P                                       | 8622 IP SIP 2X16 LCD ENDPOINT (req 5000 A license)        | 14.50            | 17.09            | 21.47            |
| 550.8662P                                       | 8662 IP SIP W/6X16 LCD ENDPOINT (req 5000 A license)      | 20.51            | 23.09            | 27.65            |
| 900.0367  | INT4000 CORDLESS DIGITAL PROPRIETARY PHONE (req DEM port) | 18.53            | 21.84            | 27.44            |
| <b>Unified Communications</b>                   |   |                  |                  |                  |
| 54004262  | UC Express 1 Deskphone License                            | 2.72             | 3.20             | 4.03             |
| 54004264  | UC Express 1 Softphone License                            | 5.44             | 6.41             | 8.05             |
| 54004266  | UC Advanced 1 Deskphone License                           | 7.20             | 8.49             | 10.67            |
| 54004268  | UC Advanced 1 Softphone License                           | 6.12             | 7.21             | 9.06             |

- B. There will be no additional charges for installation if the equipment is a normal installation to the present office location. Any detached locations or abnormal installations will be priced with additional labor and material charges in effect at the time of such installation.
- C. The Customer agrees that Add-On Equipment orders are subject to credit approval, and the Customer cannot be in default of this Agreement or the Lease Agreement.

## II. Renewal Options

- A. The Customer has the option to renew this Agreement for an additional term of three (3) years which period of time shall be defined as the Renewal Option Term.
- B. The monthly rental price for the Renewal Option Term shall be equal to fifty percent (50%) of the rental rate in effect at the time of the renewal including supplements.
- C. The Maintenance and Warranty provisions contained in this Agreement shall continue in full force and effect during the Renewal Option Term.
- D. The Add-On Equipment Rates as specified in Article I hereof shall be applicable for the duration of the Renewal Option Term.

## III. No Penalty Obsolescence Protection

If during the term of this TotalSolution agreement, should newer more advanced technology systems be developed and introduced by Mitel thus rendering this Mitel platform obsolete, the Customer is hereby granted the option to upgrade its System with Mitel with no financial penalties or cancellation charges. Mitel guarantees that the upgraded system rates will be the same as offered to other customers with the same system. In order to qualify, the Customer agrees to the following provisions:

- A. At least twenty-four (24) payments shall have been received by Mitel on this Agreement.
- B. The central operating unit and substantially all of the station equipment of the current system must be replaced and/or upgraded to an equal or larger capacity unit based on a newer technology providing additional features and capabilities. In either event, the number of installed telephones or phone lines must be equal or greater than the current system.
- C. The Customer cannot be in default on this Agreement, and the upgrade is subject to credit approval.

## IV. Transfer Cost for System Relocation

The Customer is granted the right to have Mitel perform the labor of relocating the system at a thirty percent (30%) discount of the standard published rate of Mitel in effect at the time of relocation of the system.

## V Disaster Recovery Plan

Mitel will maintain a back-up copy of the current Mitel System software database at an off-site location. In the event of a catastrophic loss of the system that is covered by the Risk of Loss provision of this agreement, the back-up database will be re-loaded on the replacement equipment as soon as the customer's facilities allow. The current copy of the database will be as of the last changes or modifications to the database that were performed by Mitel. Any changes to the database not performed by Mitel may not be included in the back-up database.

Customer Initial

## Additional Terms and Conditions

Addendum made the latest date of execution below by and between Mitel Technologies, Inc. ("Mitel") and Customer ("Customer" or "you").

**1. ANTI-VIRUS PROTECTION:** Mitel requires the use of Anti-Virus software on various Mitel products. This includes, but is not limited to, Call Processing Servers, Voice Processing Servers, Enterprise Messaging Servers, UC/SIP Servers, Call Center Suite, and Attendant Console. **IN NO CASE WILL MITEL BE RESPONSIBLE FOR THE UPKEEP, REPAIR OR MAINTENANCE OF THE ANTI-VIRUS SOFTWARE, NOR WILL MITEL BE RESPONSIBLE FOR ANY LOSS INCURRED BY YOU DUE TO VIRUS-RELATED MATTERS.**

\_\_\_\_\_ Anti-Virus Software to be provided by Customer (ONE LINE MUST BE INITIALED BY THE CUSTOMER)

\_\_\_\_\_ Not applicable

**2. CUSTOMER ENVIRONMENTAL REQUIREMENTS:** Customer agrees to:

- 2.1 Furnish an isolated, dedicated AC Circuit rated at 105-125 VAC, 57-63 HZ, 15 or 30 AMP (Amperage dependant upon system configuration. Check with your local Mitel office for your system's requirements).
- 2.2 Furnish single-phase commercial power sources for proper operation of equipment. All three wires (hot, neutral and ground) must be run separately from the duplex outlet to the breaker panel without being bound to any other wire or point.
- 2.3 Assume responsibility for providing plywood backboard to mount the central switching equipment (maximum size 3/4" x 4' x 8').
- 2.4 Furnish, if available, two sets of building blueprints or usable drawings for engineering layout by Mitel and the local phone company.
- 2.5 Furnish switch room environment of 50-80 degrees Fahrenheit (10-30 degrees Centigrade) temperature and 0-80 percent relative humidity.
- 2.6 Furnish access to all telephone equipment rooms, terminal rooms and any area necessary to install and maintain a complete telephone system.
- 2.7 Furnish a secure area for the central switching equipment with access only by authorized personnel.
- 2.8 Furnish any available documentation of existing telephone equipment and applications to assist in engineering the new system.
- 2.9 Meet any special requirements of the building owner.
- 2.10 Assume responsibility for meeting any requirements regarding raceways, conduits, floor ducts or Plenum cable, if necessary.
- 2.11 Assume responsibility for any costs of any special engineering lines or trunks, or for any special applications, such as data circuits, TIE Lines, ring down circuits, and any patching and conferencing.
- 2.12 Authorize Mitel with a Letter of Agency to assist, support and/or represent you as may be needed in dealing with the Telephone Company. This will allow us to provide a smooth installation. In order to accommodate the requirements of the telephone utilities, it is necessary to provide the Telephone Company with an authorization letter.
- 2.13 Make any arrangements for telephone number changes requires relating to the cutover (e.g., service provider interception and rerouting of calls to old telephone number).
- 2.14 Assume responsibility for any additional cable requirements to bring your telephone lines to your office from Telco Minimum Point of Presence within your building.
- 2.15 Assure that the current information regarding the existing data infrastructure is accurate and up to date.

**3. IPRC NETWORKING, MITEL 5000 USING IP NETWORKING OR IP DEVICES, AND IP ENDPOINT REQUIREMENTS:**

Check if not applicable (mark as n/a and initial if this paragraph is not applicable)

3.1 Proper configuration of the IPRC, Mitel 5000, and IP Endpoint's is dependent upon several network configuration factors. As Mitel does not have control over the data connectivity for our Customers, it is necessary for you to share information regarding the configuration of your networking equipment with Mitel.

3.2 Customer will need to provide Mitel with the following network information:

Main Site (location of AXCESS IP Resource Card (IPRC) or Mitel 5000)

• The IP address(es) to be used by the IPRC or the Mitel 5000, including subnet mask (see below under IP Addressing Issues and the Internet).

• The gateway IP address (LAN port of router)

Remote Site (location of AXCESS IP Endpoints or IP Single-Line Adapter)

• The IP addresses to be assigned to IP Endpoints/SLA, including subnet mask. If you are using DSL or a cable modem, the Internet Service Provider will usually assign this address. If you are using a dedicated Internet connection (Frame Relay, T1/FT1, etc.), this information will usually be permanently assigned according to the LAN network-addressing scheme. DHCP can be used in some cases in both scenarios depending specific hardware and services provided.

• The gateway IP address

**3.3 NETWORK REQUIREMENTS**

Because the networking IPRC, Mitel 5000, IP Endpoint, or device IPRC uses Internet Protocol (IP) to connect our systems, your data network must meet certain specifications to ensure a quality network.

Caution: Recommendations remain to place the networking IPRC, or a Mitel 5000 that will be networked, in a private IP network such as point-to-point or frame relay; however, the networking IPRC's and Mitel 5000's that are using IP networking do not work behind firewalls and NAT's. The recommendation for device IPRC's and Mitel 5000's is to only use IP Devices that are in DMZ areas or behind firewalls with appropriate port access.

Note: Call Processing does not support firewalls or Network Address Translation (NAT) tables. Because Call Processing controls the IPRC, the IPRC cannot be installed behind a firewall or use a Network Address Translation (NAT) table.

Mitel requires the use of Ethernet switching mechanisms rather than Ethernet hubs. The switches offer more inherent Ethernet advantages over hub (shared) technology, such as segmentation, full-duplex operations, layer 2 prioritization, etc. For any router that will have IPRC traffic passing through it, program the router to prioritize the packets sent by the networking IPRC, IPRC, and/or Endpoint. You can usually do this by programming the router to prioritize the packets sent by a specific IP address (i.e., the IPRC's IP address), by prioritizing UDP packets (because all audio packets sent by the IPRC are UDP packets), or by prioritizing the UDP port numbers that the IPRC uses. Mitel strongly recommends that your router and switch configs be reviewed to ensure that the QOS is properly setup. This service is offered by Mitel, but is not included unless specifically itemized in the list of materials and services in the purchase agreement. If the Customer agrees to purchase this service, Mitel will review and provide any needed recommendations to the programming of QOS.

**3.4 PERFORMANCE**

The quality of the data network is one of the most important factors in achieving a high-quality Internet Protocol (IP) telephony call. The variables involved include the speed and capacity of the network configuration, type of connection, routing scheme, and amount of traffic being passed through the network.

Mitel recommends the following network performance characteristics for voice:

• Packet Loss (The percentage of unusable packets): No more than 2% random packet loss.

• Latency (The time it takes for information to pass from one point to another): Less than 120ms of one-way delay and less than 250ms of total end-to-end delay.

Note: End-to-end delay is the sum of the one-way network delay, buffering delay, and processing delay. For example, at default, the total buffer and processing delays of the IPRC is 130ms, leaving 120ms (250ms - 130ms) of allowable network delay.

• Jitter (Changes in delay): 40ms or less (indicated by the results from the Network Qualifier)

Note: If the Network Qualifier returns a value greater than 40ms for jitter, voice packets received over the network may be unusable. If this occurs, the unused packets contribute to (and increase) the packet loss.

• Hops (The number of router points a data packet must pass through during transmission): Mitel recommends 15 or fewer to minimize the number of potential problem points.

• Bandwidth: Approx. 30-32 kbps per conversation using G.729 (see Bandwidth Utilization Document for detailed information, which is available from Mitel).

**3.5 OPERATION BEHIND FIREWALLS AND PROXIES**

One complication associated with using an alternate subnet is the presence of firewalls, proxies, routers, etc. at the main subnet and/or the alternate subnet. By default, the IP devices use the following ports. The bolded items below are the minimum configuration of ports that must be routed through firewalls and proxies for the Mitel 5000:

Mitel 5000

5566/TCP - ITP Call Control to Mitel CS-5x00

5567/UDP - ITP General Purpose to Mitel CS-5x00

6004-6247/UDP - RTCP & RTP (Voice) to Mitel CS-5x00

5558/UDP - Debug Messages\*

23/TCP - Telnet Server\*  
 69/TCP - TFTP Server\*  
 80/TCP - HTTP/Web Server\*  
 5060/UDP - SIP to Mitel CS-5x00\*\*  
 2427/UDP - MGCP to Mitel CS-5x00\*\*  
**Mitel IPRC**  
 5566/TCP - ITP Call Control to Axxess IPRC  
 5567/UDP - ITP General Purpose to Axxess IPRC  
 5004-5069/UDP - RTCP & RTP (Voice) to Axxess IPRC  
 5568/UDP - Debug Messages\*  
 23/TCP - Telnet Server\*  
 68/UDP - Boot Client\*  
 69/TCP - TFTP Server\*  
 80/TCP - HTTP/Web Server\*  
 5060/UDP - SIP to Mitel CS-5x00\*\*  
 2427/UDP - MGCP to Mitel CS-5x00\*\*  
 \* - Optional

**\*\* - Only when Using SIP Endpoints and Gateways**

- The IP devices allow you to configure most of these ports, except the well-known port numbers below 1024. Please ensure that all of these port numbers are unique values.
- Ensure the TCP Call Control Port, the UDP General-Purpose Port, and UDP RTP Receive Port and RTCP port can get from the alternate subnet through any firewalls or proxies to the IPRC on the main subnet.
- Ensure UDP RTP Send Port and RTCP port for the particular circuit can get from the main subnet through any firewalls or proxies to the IP device on the alternate subnet. Most firewalls will allow bi-directional communication to take place provided it is initiated behind the firewall. Therefore, only one port is needed in the second direction, since the IP device initiates most of the communication to the IPRC. If the firewall or proxy is on the IPRC side, you must program the firewall or proxy to listen on the call-control port (typically TCP 5566), the general-purpose port (typically UDP 5567), and the RTP and RTCP ports (typically UDP 5004 and UDP 5005). You may program the firewall or proxy to listen on the telnet server port (TCP 23), BootP server port (UDP 67), TFTP server (UDP 69), and/or HTTP/Web server (TCP 80). If the firewall or proxy is on the IP device side:
- The firewall or proxy can be configured to listen on RTP and RTCP ports (typically UDP 5004 and UDP 5005) to enable background music operation.
- The firewall or proxy can be configured to listen on the telnet server port (TCP 23), BootP client port (UDP 68), TFTP server port (UDP 69), and/or HTTP/Web server port (TCP 80). Programming of the firewall or proxy varies from product to product and from vendor to vendor. Please refer to the specific instructions for your product. Usually, you need to program a port-to-port mapping to get the firewall or proxy to always listen on a particular port. For example, if you have a public IP address of 1.2.3.4, and a private IP address for the IPRC of 192.168.200.201, you must program the firewall or proxy to map 1.2.3.4 port TCP 5566 to 192.168.200.201 port TCP 5566. If you have more than one IP sharing a single IP address, the IPRC should have a unique IP address. Likewise, if multiple IPRC's are sharing a single IP address, the connected IP devices should have unique IP addresses. If you want more than one IP device sharing a single IP address, then they must have unique RTP/RTCP ports. Program the RTP Send Ports on the IPRC(s) for the particular circuits to be unique. Products that have been tested by Mitel and found to be compatible include Windows 98 Second Edition and Windows 2000 Professional Workstation Internet Connection Sharing (ICS) and the Sygate, Wingate, and Midpoint proxies. (Sygate has proven to be the easiest to use and configure.) Microsoft Proxy and Winproxy will not work satisfactorily with the Mitel IPRC and IP devices.

**3.6 IP ADDRESSING ISSUES AND THE INTERNET**

In any case where IP devices reside in different locations and are connected via the public Internet, please note the following configuration requirements:

- IP Resource Card – two options are available:
    1. The IP Resource Card or Mitel 5000 can be placed outside of the firewall (router performing Network Address Translation or DMZ) and be assigned a public IP address.
    2. When using Network Address Translation, a one-to-one correspondence between the private address given to the IPRC or Mitel 5000 (using IP Endpoints Only) and a public IP address must be established in the router.
- When the Mitel networking IPRC, Mitel 5000, IP Endpoints, or device IPRC are introduced to the Internet, call quality could possibly suffer. While the popular conception of the Internet is that it is everywhere and ubiquitous, geography and other factors can heavily influence how the Internet looks to any particular user. It is extremely variable depending on your geographic location and so measurements taken from any one point are essentially meaningless.

**3.7 RESPONSIBILITIES**

Upon receipt of the above information, Mitel will work with you to select an appropriate IP address for any IP-based equipment that Mitel is providing. Mitel will configure this equipment accordingly. Due to the wide variety of routers and firewalls, you will be responsible for configuring your router/firewall to allow communication between the IP equipment. You will also be responsible for ensuring that your routing equipment is programmed to prioritize the voice IP packets over any data packets. This prioritization may be port-based or IP address-based, depending upon configuration. Mitel will work with you to ensure that all relevant IP equipment addressing information required for such configuration is available. Please note that Mitel Technologies does not provide DSL or cable-modem Internet access to our Customers. Mitel can provide private frame relay networks, as well as Tier 1 Internet access. If you choose to use any network or Internet service provider other than Mitel, you will be responsible for ensuring adequate bandwidth and quality of service levels. Mitel does not provide residential installation of any IP-telephony equipment. It will be your responsibility to ensure IP connectivity between commercial sites and any residential sites. Mitel will configure residential IP-telephony according to the network configuration information provided by you, and deliver that equipment to your commercial site. For all Voice-over-IP applications that are delivered via the Internet, you should be aware that Internet usage levels and the number of router hops between locations could potentially affect voice quality. Mitel recommends that the IP Card/IP Phones/SLA's be attached to 10/100BaseT Ethernet switches rather than hubs, in order to minimize potential bandwidth issues created by large data file transfers or multimedia streaming. The Mitel IP Telephone and IP SoftPhone are network devices and therefore no standards exist to implement the devices in every customer's data network. Your network personnel must be available at the installation time to facilitate a smooth installation. Return trips and delays caused by the Customer's network personnel not being available on the scheduled install date will be billable.

**3.8 If an IP Endpoint or IP SLA user dials 911 from a remote location, the call will be placed from where the telephone system is located. Since 911 services use caller ID to help locate the caller, emergency service could be misdirected or delayed. Also, the 911 service may be local to the system, but not to the IP device. All IP device users should be alerted to this situation and instructed to use a local telephone line for placing emergency calls. Also note that the IP devices will not function in the event of a power failure at the local site of the system location unless the devices are supported by a UPS.**

**4. SCOPE OF WORK**

**4.1 Mitel's Responsibilities**

**4.1.1 Implementation.** Mitel will provide, test and install all equipment listed on Schedule 1 and Customer-signed change orders to original purchase agreement.

**4.1.2 Project Management.** Mitel will provide a single point of contact (System Implementation Specialist) for all issues relating to the implementation Services. Such person shall be available during Normal Business Hours & Scheduled Project Hours outside of the business day. Mitel shall provide an alternate contact in the event that the System Implementation Specialist is not available. The System Implementation Specialist will maintain a current Project Plan, manage escalation procedures if the need arises, and participate in scheduled meetings with you.

**4.1.3 Layout and Design.** The System Implementation Specialist will conduct the process of interviewing and collecting Client telephony requirements from the Customer contact as well as the creation and documentation of the database.

**4.1.4 Equipment Location.** Mitel will confirm the location for placement of proposed equipment and communicate to you any additional facility requirements to support the proposed infrastructure (power, environmental, etc.) as defined by Mitel/equipment manufacturer specifications.

**4.1.5 Infrastructure.** Unless specifically itemized and included on the Schedule 1, scope shall not include labor and/or materials for cabling. In the event that you have Mitel provide this service, and it is itemized and included on the Schedule 1, the scope shall not include Lift Rental, Building Permits, or Cable certification. These costs are the responsibility of the Customer. If you would like Mitel to provide these items, Mitel may elect to provide them at a cost that may vary from site to site. Additionally, Mitel's cabling price assumes "normal" office environment with drop ceilings. If hard ceilings or solid (concrete, brick, wood) walls exist, extra labor charges may apply.

**4.1.6 Training.** Mitel will provide training to one (1) designated user on each of the following: Endpoint functionality, Operator Console, and basic system administration. Mitel will also provide access to electronic training media for each 8000 series endpoint in the form of a web link or CD-ROM. For products such as Unified Messaging, Unified Communicator, CCS Reporter Pro, CCS Real Viewer and/or Verint, Mitel will install, load, and/or configure the Client for one (1) desktop PC. While performing this function, Mitel will train and/or instruct up to two (2) designated users on performing this function for the balance of the PC's that may require the client software.

**4.2 Customer Responsibilities – The items listed below are the responsibility of the Customer.**

**4.2.1 Site Requirements.** Customer agrees to meet Mitel site requirements as presented in Paragraph 1, 2, and 3 above.

**4.2.2 Customer Project Coordination.** Customer will designate a single point of contact to whom all Mitel communications may be addressed and who has authority to act on all aspects of the Implementation Services. Such primary contact shall be available during Normal Business Hours & Scheduled Project Hours outside of the business day. You will designate a back up contact, when the primary Client contact is not available, who has the authority to act on all aspects of the Implementation Services in the absence of the primary contact. Unless otherwise agreed to by both parties, you will provide information and documentation required by Mitel within two (2) business days of Mitel's request. The information required to program the system database must be provided to Mitel on the agreed upon date and must be "frozen" at least 72 hours prior to the scheduled implementation date. Changes requested within this 72-hour window may be subject to additional implementation fees. You will notify Mitel of any scheduling changes at least seventy-two (72) hours prior to the scheduled implementation date. Scheduling changes made after this 72-hour window may be subject to additional implementation fees.

**4.2.3 Site Survey – Customer** will provide your building layouts, including the floor plans, location of cables and power sources. You will provide Mitel access to equipment and wiring locations throughout the duration of the project.

**4.2.4 Remote IP Endpoints -** Meet Mitel site requirements as presented in Paragraph 3. You are responsible for the physical installation/placement of remote IP Endpoints/Telephones unless specifically addressed in the Schedule 1. In all cases, you are responsible for the physical installation/placement of remote IP Endpoints/Telephones in residential, remote office suite, and similar environments. Support of remote Endpoints/Telephones is provided on a remote/depot basis.

**4.2.5 Infrastructure -** Customer-provided voice and/or data cables must be home run from network switch to each endpoint and/or PC and properly terminated. Cables for non-VoIP endpoints must be category 3 or higher. Cables for VoIP endpoints must be Category 5 or higher.

**5. CUSTOMER PROVIDED PC/SERVER:** \_\_\_\_\_ Check if not applicable (mark as n/a and initial if this paragraph is not applicable)

The following provided or purchased software may be installed on a PC provided by Customer. The PC requires a CD drive or that it be attached to a networked PC with this capability for software loading/installation. The PC should also have an available printer (local or networked) if reports are to be produced, as well as a **USB PORT**.

|                       | OS System   | RAM     | HD Space | Processor   | Display  | Serial, Parallel, USB | Modem & PC Anywhere | Local IP Address | PCDPM Required | NIC Card | Dedicated PC |
|-----------------------|---|---------|----------|-------------|----------|-----------------------|---------------------|------------------|----------------|----------|--------------|
| DB Admin              | Windows 2000, XP  | 256/512 | 115MB    | P 4 1GHz+   | 800x600  | Yes                   | Yes                 | Yes              | No             | Yes      | No           |
| Attendant Console     | Windows 2000, Windows XP  | 256/512 | 32MB     | P 4 1GHz+   | 800x600  | Yes                   | No                  | Yes              | No             | Yes      | No           |
| CCS Server            | Windows XP Pro SP2, 2000 Pro, 2000 Server and Advanced Server, 2003 Server        | 512+    | 4+ GB    | P 4 2.0GHz+ | 800x600  | Yes                   | Yes                 | Yes              | No             | Yes      | Yes          |
| CCS Clients           | Windows 2000 Pro, XP Home/Pro w/SP2, 2000 Server and Advanced Server, 2003 Server | 256/512 | 230MB    | P 4 1GHz+   | 1024x768 | No                    | No                  | Yes              | No             | Yes      | No           |
| CT Gateway            | Windows 2000, Windows XP, Windows 2003 Server                                     | 512+    | 3GB      | P 4 1GHz+   | 800x600  | Yes                   | Yes                 | Yes              | No             | Yes      | Yes          |
| Call Account          | Windows 2000, XP  | 256/512 | 300MB    | P 4 1GHz+   | 800x600  | Yes                   | Yes                 | Yes              | No             | Yes      | Yes          |
| Mitel Service Manager | Windows 2000, XP  | 256/512 | 5MB      | P 4 1GHz+   | 800x600  | Yes                   | Yes                 | Yes              | No             | Yes      | Yes          |
| OASYS Server          | Windows 2000 Pro / Server SP4, Windows XP SP2, Windows 2003 Server SP1            | 512+    | 40 GB    | P 4 2.0GHz+ | 1024x768 | Yes                   | Yes                 | Yes              | No             | Yes      | Yes          |
| OASYS Client          | Windows 2000 Pro / Server SP4, Windows XP, Windows 2003 Server                    | 512+    | 50 MB    | P 4 2.0GHz+ | 1024x768 | No                    | No                  | Yes              | No             | Yes      | No           |
| System Manager        | Windows Server 2000 w/SP4, Server 2003  | 512+    | 80GB     | P 4 2.4GHz+ | 1024x768 | No                    | No                  | Yes              | No             | Yes      | No           |

Please sign below indicating that you have read and will comply with the above Additional Terms and Conditions.

**Acceptance**

Customer Name – City of Gahanna

Mitel Technologies, INC.

By: \_\_\_\_\_

Authorized Signature

By: \_\_\_\_\_

Authorized Signature

Name: \_\_\_\_\_

Type or Print Name

Name: Dan Zieverink

Type or Print Name

Title: \_\_\_\_\_

Title: Area General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MITEL SOFTWARE SITE LICENSE TRI-PARTY AGREEMENT (the "Agreement")**

Mitel Networks, Inc., 1016 W. Geneva Dr., Tempe, Arizona, ("Mitel").

Mitel \_\_\_\_\_ ("AP") and

City of Gahanna \_\_\_\_\_ ("Customer").

**WHEREAS:**

1. Mitel and AP entered into a Warranty and Licensing Agreement pursuant to which AP has the right to sublicense certain Mitel and/or Inter-Tel branded telecommunications equipment, systems, hardware, software and other applications;
2. Under Warranty and Licensing Agreement, Mitel and AP agreed that AP must document any such sublicensing; and
3. The parties intend this Agreement to act as such documentation with respect to the sublicense of certain software, as listed in Exhibit A, to Customer.

**NOW THEREFORE:** in consideration of the covenants flowing by and between the parties hereto, the parties, intending to be bound, hereby agree as follows:

1. The parties agree to the above recitals, which are incorporated by reference herein.
2. AP hereby grants to Customer a non-exclusive, non-transferable, paid-up site license to use Mitel copyrighted software subject to terms and conditions concerning restrictions on its use as follows: Customer agrees not to execute, use, copy, alter or modify the Software (except for making an archival back-up copy as provided in the U.S. Copyright Law) or take any action inconsistent with Mitel's intellectual property rights in the Software. Customer agrees not to decompile or reverse assemble the Software, or analyze or otherwise examine it for reverse engineering of the Software or for reverse engineering any hardware or firmware implementation of the Software. Customer acknowledges that this is a site license and agrees not to transfer or resell the Software without the express written consent of Mitel. Customer agrees to use the Software only in conjunction with the equipment configuration on which the Software may be executed and at the originally installed site, all as more specifically set forth on Exhibit A hereto
3. All parties agree to the following:
  - a. *Notices.* All notices under this Agreement are to be sent by registered mail to the address above or to any other address as the party may designate.
  - b. *Assignment.* Customer will not assign or sublicense, in whole or in part, any of its rights or obligations under this Agreement without the express written consent of Mitel. Should the Customer desire to assign to a parent, subsidiary, or affiliate, Mitel shall not withhold consent unreasonably if Customer and the assignee provide all necessary information and site licensing agreements.
  - c. *Complete Agreement; Amendment.* This Agreement and Exhibit A set forth the entire understanding of the parties with respect to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by all parties.
  - d. *Waiver.* The waiver or failure of Mitel to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.
  - e. *Severability.* If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
  - f. *Governing Law.* This Agreement is to be construed in accordance with the law of the State of Arizona.
  - g. *Arbitration.* The parties shall settle any controversy arising out of this Agreement by arbitration in Phoenix, Arizona in accordance with the rules of the American Arbitration Association. A single arbitrator shall be agreed upon by the parties or, if the parties cannot agree upon an arbitrator within fifteen (15) days, then the parties agree that a single arbitrator shall be appointed by the American Arbitration Association. The



arbitrator may award attorneys' fees and costs as part of the award. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representative.

(AP)

(Customer)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed  
Name: Dan Zieverink \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: Area General Manager \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Mitel Networks Inc

By: \_\_\_\_\_

Return the Information Form, along with the two page Tri-Party Agreement, to Mitel:

Mail:  
Mitel Networks, Inc.  
Attn: Software Maintenance Center  
1016 W. Geneva Drive  
Tempe, Arizona 85282

Fax:  
480-961-8080  
Email:  
smc@mitel.com



**SOFTWARE SITE LICENSE  
INFORMATION FORM  
EXHIBIT A**

**Check Type of Form:**

Change Form: \_\_\_\_\_  
GNG Site: \_\_\_\_\_

**ID NUMBER**

Place Sticker Here

**Client Information**

Company Name: City of Gahanna

Site Address: 200 South Hamilton Road  
(where common equipment resides)

City: Gahanna State: Ohio Zip Code: 43230

Main Telephone: 614-342-4000 Fax#: \_\_\_\_\_

Type of Business: Municipality

Primary Contact Name: Tom Kneeland Title: Director, Department of Technology

Primary Contact's Email: (required): tom.kneeland@gahanna.gov

Secondary Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Secondary Contact's E-mail: \_\_\_\_\_

Installing Office Name: Columbus

**System Information:**

System Size: \_\_\_\_\_ System Type: Axxess Mitel 5000 X

Networked: Yes ☐ No ☐ CPC or Key Serial Number: \_\_\_\_\_

Number of Stations: \_\_\_\_\_ Current Version of Software: \_\_\_\_\_

No. of Sites: \_\_\_\_\_ Installation Date: \_\_\_\_\_

**Sublicensed Equipment List: (Check products that apply)**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Call Processing Software                        | <input type="checkbox"/> CSTA Translator            |
| <input checked="" type="checkbox"/> Voice Processing Software                       | <input type="checkbox"/> Unified Messaging Software |
| <input checked="" type="checkbox"/> Database Programming Software                   | <input type="checkbox"/> Call Center Suite          |
| <input type="checkbox"/> Connectivity Manager Kit - includes Talk to Agent software | <input type="checkbox"/> Applications Platform      |
| <input type="checkbox"/> Desktop SoftPhone  | <input type="checkbox"/> Unified Communicator       |
| <input type="checkbox"/> Attendant Console Software - Single Node                   | <input type="checkbox"/> Inside Track               |
| <input type="checkbox"/> Attendant Console Software - Multi Node                    | <input type="checkbox"/> System Hotel Manager       |
| <input type="checkbox"/> Attendant Console Upgrade                                  | <input type="checkbox"/> System OAI Toolkit         |
| <input type="checkbox"/> TAPI Service Provider Single User                          | <input type="checkbox"/> Desktop OAI Toolkit        |
| <input type="checkbox"/> TAPI/ScreenPop/Desktop Softphone                           | <input type="checkbox"/> Enterprise Messaging       |
| <input type="checkbox"/> CT Gateway Software- single or multi application           | <input type="checkbox"/> Enterprise Conferencing    |
| <input type="checkbox"/> SIP Server   | <input type="checkbox"/> Information Manager        |
| <input type="checkbox"/> Remote Support   | <input type="checkbox"/> Web Conference             |
| <input type="checkbox"/> Audio Web Conferencing                                     |   |

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Signature is Required for all Change Forms and GNG Site Customer Installs**

Fax this form to: 480-961-8080  
or Email to: smc@mitel.com

Rev.03-09

270 Cramer Creek Court  
Dublin, Ohio 43017

INVOICE NO. 1001  
PROJECT NO.:  
DATE: 4/28/2011  
CUST NO.:

TO: City of Gahanna  
200 South Hamilton Road  
Gahanna, Ohio 43230

| AUTHOR   | DATE SHIPPED | SHIPPED VIA   | F.O.B. POINT | TERMS            |          |
|----------|--------------|---|--------------|------------------|----------|
| J. Clark |              |   |              | DUE UPON RECEIPT |          |
| QUANTITY |              | DESCRIPTION   |              | UNIT PRICE       | TOTAL    |
|          |              | 1st month's 1/2 TSP payment due upon signing of lease documents - MLI Promo MLI 070 - 9 one half payments and 2 deferred payments |              |                  | \$638.15 |
|          |              | Total   |              |                  | \$638.15 |

TO INSURE PROPER CREDIT, PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR REMITTANCE  
THANK YOU!



Fax: 775-954-1204

Phone: 775-954-1288

## Credit Application

|  |  |                          |                 |
|--|--|--------------------------|-----------------|
| <b>APPLICANT</b> (Complete legal name of entity. If a corporation, use exact registered corporate name.) |  |                          |                 |
| Company Name: City of Gahanna  |  | DBA:                     |                 |
| Address: 200 South Hamilton Road   |  |                          |                 |
| City: Gahanna  |  | State: Ohio              | Zip Code: 43230 |
| Main Tele. #: 614-342-4000   | Fax #:   | Sec. of State Charter #: | Web Site:       |
| Fed Tax ID:  | Ownership: <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> LLC <input type="checkbox"/> Incorporated in the state of <input type="checkbox"/> Other |                          |                 |
| Date Business Started (current ownership):   |  | Contact:                 |                 |
| Nature of Business: Municipality   |  | Duns #                   |                 |

## CONSENT TO OBTAIN CONSUMER CREDIT REPORT

The undersigned individual(s) who is either a principal of the credit applicant or a sole proprietorship of the credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as maybe needed, in the credit evaluation process.

|              |       |             |                     |
|--------------|-------|-------------|---------------------|
| Name         | Title | % Ownership | Social Security No. |
| Home Address | City  | State       | Zip                 |
| Home Phone   |       |             |                     |
| Signed       |       | Dated       |                     |
| Name         | Title | % Ownership | Social Security No. |
| Home Address | City  | State       | Zip                 |
| Home Phone   |       |             |                     |
| Signed       |       | Dated       |                     |

Applicant has established the following accounts and authorizes contact for necessary credit information:

| TRADE REFERENCES (Excluding Company Credit Cards) |           |         |              |
|---|-----------|---------|--------------|
| Name of Supplier                                  | Account # | Contact | Phone Number |
|   |           |         |              |
|   |           |         |              |
|   |           |         |              |

| BANK REFERENCES       |           |         |            |
|-----------------------|-----------|---------|------------|
| Bank Name and Address | Account # | Contact | Fax Number |
|                       |           |         |            |
|                       |           |         |            |
|                       |           |         |            |

| LEASE REQUEST                          |   |
|--|---|
| Estimated Lease Monthly Payment: \$    | Term (mos):   |
| NETWORK SERVICES REQUEST               |   |
| Est. Monthly Long Distance Charges: \$ | Please include copies of Applicant's two most recent long distance bills. |

Note: For Lease Contracts with payments in excess of \$800 per month, OR Long Distance accounts with estimated monthly usage of \$3,000 or greater, include company financial statements consisting of the last two(2) fiscal year ends (with extent of audit indicated) and most current interim statement.

The preceding information is given to Mitel NetSolutions, Inc. and/or Mitel Leasing, Inc. as an inducement for granting open account credit. I certify that the information is correct and that there has been no substantial change in the Applicant's financial condition other than as disclosed herein.

Authorized this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Title)

| BRANCH INFORMATION                                   |  | To be Completed by Mitel Representative            |                                 |                                |                                       |
|--|--|--|---------------------------------|--------------------------------|---------------------------------------|
| Branch: Columbus                                     |  | Sales Rep: Tammy Stang                             |                                 |                                |                                       |
| Attach Equipment Description                         | Lease Type                                   | <input checked="" type="checkbox"/> Total Solution | <input type="checkbox"/> FMV    | <input type="checkbox"/> \$IPO | <input type="checkbox"/> New Business |
| <input checked="" type="checkbox"/> New Install      | <input type="checkbox"/> Additional Location | <input type="checkbox"/> Upgrade                   | <input type="checkbox"/> Recast |                                |                                       |
| <input type="checkbox"/> Buyback Cash Back amount \$ |  | <input type="checkbox"/> Buyback No Cash Back      |                                 | (Account # _____)              |                                       |



# Customer Proposal

|                  |   |
|------------------|---|
| Prepared by:     | Tammy Stang   |
| Prepared for:    | City of Gahanna<br>200 South Hamilton Road<br>Gahanna, OH 43230 |
| Date             | March 31, 2011  |
| Quote Reference: | 77231-1300655531  |



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## **Executive Summary**

### **Overview**

We are pleased to present this proposal for The City of Gahanna. In preparing this, we have worked to understand your business, and your business needs, so that we can offer a tailored solution that helps improve your business. We understand the needs and challenges of companies like yours, challenges like remaining competitive while keeping costs under control, growing revenue, and ensuring that today's investment will serve for many years to come. Mitel solutions help businesses achieve these goals and more, so that you can focus on what's most important to you – your business.

It's with these needs in mind that we have created a complete communications solution made specifically for small and medium businesses. Whether it's providing all-in-one solutions with a choice of IP communications platforms or adding value with mobility applications such as Unified Communicator Advanced, we are committed to helping your business succeed by providing multiple competitive advantages that offer superior value for your communications investment.

## **Managed Service Solution**

### **Managed Service Solution**

We are pleased to offer you the flexibility of various managed service solutions to help you concentrate on your business and take the worry out of ownership, maintenance, expansion and upgrade questions, now and down the road.

### **Total Solution Program**

Mitel's TotalSolution Program addresses the client's total cost of ownership with end-to-end business communications services and solutions. Mitel managed services enable companies to focus on what they do best—running their business. Through relationships with carriers and preferred suppliers, we can take care of all of our customers communications needs for a simple, fixed monthly fee.

Taking advantage of Mitel's comprehensive service capabilities manages the risks and uncertainties associated with the ownership and management of advanced technology. The TotalSolution Program offers complete support, including:

- Analysis of your existing network and communications systems



- Assessment of your current and future needs, including recommendations for communication-enabled process improvements
- Complete design, implementation, monitoring and management of an optimized communications solution
- A customized financial package that optimizes your returns, reduces your risk and guarantees your costs for up to eight years

The TotalSolution program is an operating lease arrangement that eliminates communications-related financial risk and simplifies planning and budgeting by providing fixed costs for up to 8 years. Our technical, process and financial experts fully manage your communications infrastructure, and provide you with a single-point-of-contact. Guaranteed rates of expansion keep your costs down, even as capacity and functionality grow with your business. One of your most complex and business-critical technology solutions is managed by an industry leader with a proven record of top-quality customer support. At the end of the term, you have the option to purchase for fair market value.

Valuable elements of the TotalSolution program include:

- Full service & warranty
- Guaranteed rates for expansion
- Upgrade & recast flexibility
- No-charge software upgrades
- Risk of loss coverage
- Disaster recovery options
- System training
- Discounted system relocation
- Guaranteed renewal options
- Single point of contact for your complete communications system.

With more than \$1 billion in revenues since the program was introduced more than 20 years ago, the Mitel TotalSolution managed services program has built a huge following in the US with some 70 percent of new customers opting for Mitel's "one hand to shake" service offerings. More than 17,000 companies large and small today entrust their complete business communications and service requirements for a fixed monthly fee to a single, trusted vendor - Mitel.

The TotalSolution Program has set the standard for managed services telecom offerings for small and medium-sized businesses. Mitel TotalSolution Managed Services program is available directly through Mitel and Mitel Exclusive Business Partners.



## About Mitel

### Overview

With Mitel, it's about the relationship. We are a leading and trusted provider of voice, video, and collaborative communications. But it is our focus on delivering value to the end user with tailored, innovative solutions that distinguishes us from our competitors.

We have a full suite of systems that offer secure communications, which can be easily scaled from a single location with only 10 users to a seamless, multi-site network of over 65,000. Our applications are innovative, our desktop sets energy efficient, and our products and solutions win awards. Customers can invest with confidence in Mitel, knowing that the communications solution we offer will evolve with their changing business needs.

Mitel, founded in 1973, operates in over 90 countries, offering easy access to our sales and service organization via our network of over 100 offices, which support over 1,500 value-added resellers and partners. Our entrepreneurial heritage, built upon agility and flexibility in the way we serve our customers, has continued over the company's history from the introduction of the first private branch exchange in 1978 to our many innovations in IP communications. Our innovation has propelled us into a leadership position as the telecommunications industry shifts from legacy technology to IP-based systems. Mitel is also recognized as a leader and innovator by independent industry analysts. To-date, we have filed over 700 patents covering over 300 inventions.

In 2007, Mitel acquired Inter-Tel Inc. a single-point-of-contact, full-service provider of IP and converged voice, video and data business communications solutions including a wide range of managed services, such as voice and data network design and traffic provisioning, local and long distance calling and data networking services, custom application development, maintenance, leasing, and support. Over its 37 year history, Inter-Tel established a record of technological innovation and leadership that strengthens the overall Mitel offering.

### Customer Service Commitment

We provide extensive support to ensure that our customers get the best service we can deliver. We've established formal procedures for responding to customer requests, monitoring response times, and measuring customer satisfaction. With Mitel's centralized Customer Care Center, customers are one call away from a service solution.

You can be assured that all Mitel resellers receive extensive training through Mitel "University." They are backed by our committed Professional Services team to provide a complete range of implementation services, including end-to-end project management, system design, network analysis, network configuration, system installation, training, and post-cutover support. We back it up with extensive support services either on-site or through our technical support group.



## **Business Units (U.S.A)**

Mitel and is committed to offering full service solutions to our customers. Through our specialized divisions in the United States, Mitel endorses and distributes additional products and services that complete your businesses' communications solution.

### **CommSource**

Through its CommSource division, Mitel can provide a full-range of third-party peripheral communications products, applications, and services to complement your technical refresh -- many of which interface directly with our telephone systems.

### **DataNet**

Mitel's DataNet division designs, provides, installs, and supports complex data and communications LAN, WAN, or storage area networks (SANs), including routers, switches, security products, wireless connectivity and application servers.

### **Network Services Agency / NetSolutions**

Through NetSolutions, we can provide services as an agent of various Regional Bell Operating Companies (RBOCs) and competitive local exchange carriers (CLECs), including local communications services, data services, and Internet access. We can offer our customers a full range of calling services that can include communications services, such as local and long distance, calling cards, and 800 numbers, as well as disaster recovery solutions and network monitoring plans.

### **Managed Service Solutions**

Mitel managed services enable companies to focus on what they do best—running their business. Our managed service solutions address the total cost of ownership with end-to-end business communications services and solutions that eliminate the risks and uncertainties associated with the ownership and management of advanced technology. A fixed monthly fee, free software upgrades, and guaranteed rates of expansion keep your costs down, even as capacity and functionality grow with your business. One of your most complex and business-critical needs is managed by an industry leader with a proven record of top-quality customer support.



## **Mitel 5000 Communications Platform Overview**

### **Mitel 5000 Communications Platform Overview**

Our proposed) Mitel® 5000 Communications Platform (CP) enables small and medium businesses to blend their voice system into their data network, creating a cost-effective, efficient communications environment. The 5000 CP solution offers a digital/IP communications platform, which allows businesses to network geographically-dispersed employees and locations, whether they are connecting offices and applications together over a data network, or deploying digital and IP phones to on-site employees.

### **Architecture**

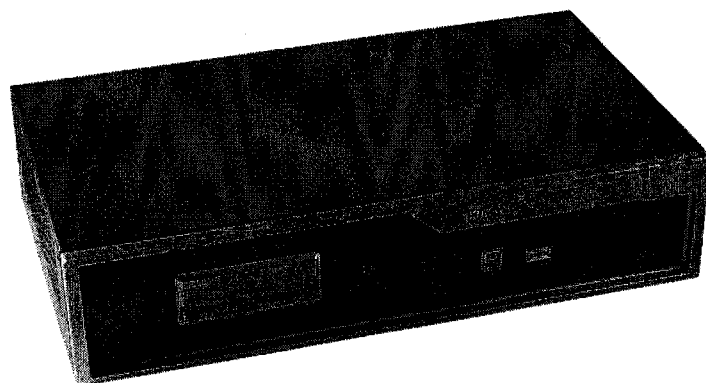
The Mitel® 5000 Communications Platform (CP) enables you to blend their voice system into their data network, creating a cost-effective, efficient communications environment. The 5000 CP is built on a scalable software and hardware platform that efficiently combines the best of both data networking and TDM switching architectures. The 5000 CP's latest HX Controller supports digital telephones natively, in addition to out-of-the-box IP networking. The 5000 HX is designed to help scale and protect your investment with add-on modules and processors in a form factor that is optimized for shelf-top, rack-mount, and wall-mount scenarios. The 5000 CP may be networked with an existing Inter-Tel® Axxess® communications system, offering backwards migration compatibility and expansion of IP networking. The 5000 CP is expandable to support up to 250 users and multiple sites.

The 5000 CP delivers a complete suite of business applications out of the box which include unified Voice Messaging , Hot Desking, Meet-Me Conferencing, ACD and enhanced mobility with Dynamic Extension Expressand Teleworking. In addition, the Mitel 5000 CP supports a range of advanced Unified Communications applications via the Mitel Applications Suite(MAS), the Mitel Unified Communicator® (UC) Express and the Mitel Unified Communicator® (UC) Advanced.

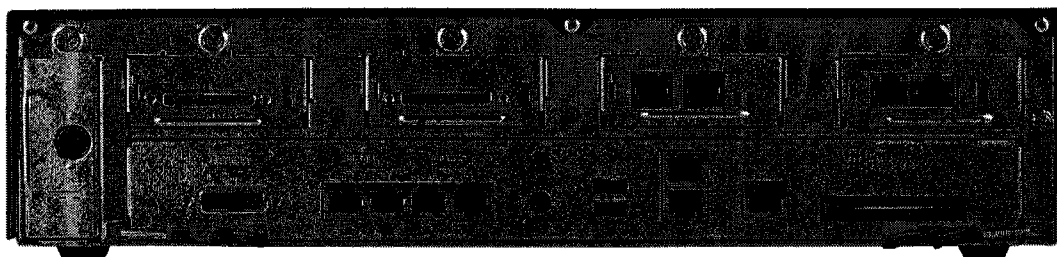


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## Hardware Platform



*Front View of 5000 CP*



*Back View of 5000 CP*

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The 5000 CP is a robust IP communication solution. It is built on a 32-bit architecture using the Linux operating system and is packaged in a 1 U data-centric, rack-mountable chassis. The list below highlights its fundamental hardware components.

- Linux operating system
- loop start, T1, T1/PRI, E1/PRI, SIP, and IP gateway trunk connectivity
- messaging, including basic voice mail and unified messaging
- networking over T1/E1 spans or IP
- compact flash memory card for storing system applications, customer database, and voice mail messages/applications
- USB flash drive for backing up voice mail
- supports full range of Mitel IP and digital desk and wireless phones
- digital signal processor (DSP) support of DTMF, ANI, conferencing, etc.
- power fail bypass circuitry
- wide area network (WAN) fail survivability

To keep the platform cost-effective, the 5000 CP Unified Voice Messaging (UVM) is integrated on a compact flash card. Compact Flash storage has no moving parts, and hence improves system reliability.

The 5000 CP supports both a switched IP core and a traditional circuit-switched TDM bus. This provides the flexibility of supporting a complete IP implementation (phones, trunks, and applications), a TDM implementation (digital phones and trunks, analog phones and trunks), or a combination of both on a common IP platform.

## Features

The 5000 CP enables you to blend its voice system into its data network, creating a cost-effective, efficient communications environment. Main 5000 CP features include:

- Linux-based operating system
- fax over IP (FoIP) (T.38), 5000 CP to 5000 CP nodes only
- programmable call-processing features for enhanced business productivity
- Intelligent Directory
- hunt groups (uniform call distribution and automatic call distribution)
- multilingual support
- definable Music on Hold
- paging
- ability to optimize high-quality voice in data networks
- support for multi-protocol Mitel phones
- IP networking capability
- embedded Unified Voice Messaging with optional e-mail synchronization, and optional BlackBerry Formatting
- embedded Meet-Me conferencing (up to eight parties per call)
- embedded Hot Desking (single node)
- embedded teleworking
- Dynamic Extension Express: Twinning of multiple IP, digital or mobile devices with Message Waiting Indication and mobile to desktop hand-off. Calls can also be 'cascaded,' that is the deskphone will ring first before calls ring at both deskphone and mobile device.





- voice mail storage on compact flash – option of up to 2G CF Card to offer up to 300 hours of voice mail storage
- Supports the following standalone unified communications applications on the Mitel Applications Suite [Mitel Customer Service Manager, Mitel Business Dashboard, Mitel NuPoint Unified Messaging, Mitel NuPoint Speech Automated Attendant, Mitel Audio & Web Conferencing(optional purchase)] .
- The 5000 CP also supports the Mitel Unified Communicator Advanced and Mitel Unified Communicator Express(optional purchase)
- compact and quiet design (ideal for small offices)
- full-featured WAN survivability in a networked system
- off-line and remote database programming
- System Administration and Diagnostics console is a PC-based tool that provides rich task-oriented diagnostics in an attractive graphical user interface for technicians. It provides easy access to commonly needed diagnostics as well as a single access point for all the administration tools available for the 5000 CP. The tool retrieves the information from the 5000 CP or multiple nodes in the network and displays it using charts and data grids. This allows you to easily view and understand the data. The System Administration & Diagnostics Tool can present the collected statistical data in an hourly, daily, or monthly format.
- Embedded Reporting which allows the 5000 CP to collect statistical information and store it persistently across system shutdowns, resets, and software upgrades/downgrades.

## Station Connectivity

To provide the City of Gahanna with a communications solution that is as flexible as it is efficient, the 5000 CP supports a range of station connections including:

- 10/100/1000Base-T Ethernet connection, for IP phones to connect to the system through an Ethernet LAN (1000Base-T is supported with optional Mitel Gigabit Ethernet Stand)
- on-premises analog station port (24 V per port) for industry-standard DTMF analog phones. External loop resistance on these stations is 600 ohms or less, and the loop length is 5,000 feet (1,500 meters) on a 26-gauge wire.
- digital interface ports for digital Mitel phones and support for consoles
- wireless connection with Wi-Fi/802.11 to permit the easy addition of wireless IP handsets to an existing controller

## Network Connectivity

The 5000 CP connects to the data network using a 10/100 LAN connection port. It supports IP, wireless, analog, or digital technologies and can easily grow and add technologies as needed.

The 5000 CP offers support for:

- Mitel and third-party software applications



- Support for Mitel IP peripheral cordless head set and handsets for 5300 series IP phones, 5310 conferencing unit, PKM-12 and PKM-48 for 5324 IP Phone
- Support for the digital Mitel 8528 / 8568 Telephones
- Support for the Mitel 5304 / 5320 / 5330 / 5340 / 5360 IP Phones, Mitel 5610 DECT Handset and Mitel IP DECT Stand
- Support for screensaver and branded screensaver using the Mitel HTML Toolkit for the Mitel 5300 series IP phones
- Supports the following embedded phone applications on the 5300 Series IP phones: People and Call History
- Support for Unified Voice Messaging
- Support for Meet-Me and Ad-hoc Conferencing
- Built-in Fax over IP (T.38)
- Four built-in analog trunk ports
- Four built-in analog station ports
- Four module bays allow for internal expansion and can be used in any combination:
  - T-1 / E-1 / PRI Module can be used to connect to the telephone company, to other phone systems or to other 5000 CP communications servers.
  - Loop start module provides four analog connections to the phone company.
  - Analog phone module provides four analog phone (ONS) connections
- Support for additional digital and analog phones via optional DEI
- Built-in paging and music on hold ports
- The Digital Expansion Interface (DEI) allows for digital and analog phone integration with the 5000 CP
- Provides "Door Relay" capability controllable by feature code or key from designated phones.

## Supported Analog Trunks

- Loop Start
- E&M
- Direct Inward Dial (DID) (via an external Single Line Adapter)
- Loop/Tie

**Note:** The 5000 CP also supports analog devices such as phones, fax machines, and modems, and offers resources for system fail transfer, paging, and Music on Hold.

## Supported Digital Trunks

- T1/E1
- Primary Rate Access (PRI)

**Note:** Digital network connectivity (T1/E1/PRI) is provided through embedded digital trunk modules residing directly in the controller. These services can be either full links (T1/E1/PRI) or channeled to where services are provided by the carrier.

## IP Networking

IP networking can be used as the primary communication between controllers or as a backup to TDM networking. Instead of leasing dedicated voice circuits, you can route voice traffic over the existing LAN/WAN infrastructure. The 5000 CP IP network routing automatically directs voice packets to the most efficient route between source and destination, resulting in the most cost-effective use of resources.



The IP networking feature supports both G.711 and G.729 encoding. No additional hardware is required for G.729.

## **SIP Trunking**

SIP trunking allows the 5000 CP system to transmit both voice and data packets to a service provider over a single IP circuit. This eliminates the need for VoIP gateways or separate voice connections such as T1, ISDN PRI or analog lines. Since SIP calls travel over the Internet or provider's IP network before terminating on the local PSTN, you would save not only equipment costs, but also long-distance charges.

SIP trunking enables ISDN-like features (direct inward dialing, caller ID, call forwarding, call blocking, etc.) over a data connection. It also transmits both voice and data traffic over the Internet, making it possible to support converged applications such as video and collaboration.

## **LAN Requirements**

As we do not manufacture LAN and WAN equipment, we take extra care to ensure our data networking subsystems do not require the use of proprietary protocols. To this end, we have successfully integrated our IP systems into every major LAN/WAN communications equipment vendor in the industry. This allows us to utilize all switch equipment regardless of manufacturer and diverse network deployment.

For voice prioritization at network Layer 3, our proposed solution requires the use of industry-standard QoS mechanisms such as IEEE 802.1p/q and TOS or Diffserv. Mitel IP phones are compliant to the IEEE 802.3af standard for power over Ethernet.

For best performance, we recommend you have the following LAN elements in place for 5000 CP implementation:

- **Managed Ethernet Switch:** a multi-port, 10/100/1000Base-T auto-sensing, managed Ethernet switch with full 802.1p/q and VLAN support, used to connect various internal resources directly to the LAN
- **Quality of Service Mechanisms:** fully programmable IEEE 802.1p/q support for DiffServ, VLAN services, and priority settings (programmable by system, subnet, or through an IP address range)
- **DHCP Configuration for IP Phones:** The administrator can assign IP addresses from the 5000 CP or by external DHCP server.
- **Spanning Tree:** We recommend the use of Spanning Tree on the 5000 CP network.

## **Recovery from Power Outage**

Each 5000 CP platform stores its configuration files on the local compact flash card. In a power failure, the system would restart and read the database from the compact flash card then begin processing calls. The database can also be backed up by a TCP/IP or modem connection and stored on a network drive. This allows for system recovery should the database on the compact flash card become unusable or



system configuration be transferred to another physical system. If preferred, the 5000 CP can also perform regular database backups to a local PC or server.

## Electrical and Physical Specifications

### Electrical Requirements

|                   | CS-5200   | CS-5400 | CS-5600 | DEI   |
|-------------------|---|---------|---------|-------|
| Electrical Input  | Isolated, dedicated, 105 VAC to 125 VAC, 15 A (minimum), 57 Hz to 63 Hz, single-phase commercial power source |         |         |       |
| Power Consumption | 40 W  | 40 W    | 300 W   | 230 W |

### Physical Dimensions

|                          | CS-5200          | CS-5400          | CS-5600                        | DEI              |
|--------------------------|------------------|------------------|--------------------------------|------------------|
| Standard Rack Mount Size | 1 U              | 1 U              | Two individual units, each 1 U | 1 U              |
| Length                   | 14.5 in./36.8 cm | 14.5 in./36.8 cm | 14.5 in./36.8 cm               | 14.5 in./36.8 cm |
| Width                    | 17.0 in./43.2 cm | 17.0 in./43.2 cm | 17.0 in./43.2 cm               | 17.0 in./43.2 cm |
| Height                   | 1.75 in./4.5 cm  | 1.75 in./4.5 cm  | 1.75 in./4.5 cm each (x2)      | 1.75 in./4.5 cm  |
| Weight                   | 9.0 lb/4.1 kg    | 9.0 lb/4.1 kg    | 9.0 lb/4.1 kg each (x2)        | 9.0 lb/4.1 kg    |



## Environmental Requirements

### Operational Environment Requirements

|   | CS-5200                            | CS-5400                            | CS-5600                            | DEI                                |
|---|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| Temperature (recommended)                       | 50 °F to 80 °F<br>(10 °C to 27 °C) | 50 °F to 80 °F<br>(10 °C to 27 °C) | 50 °F to 80 °F<br>(10 °C to 27 °C) | 50 °F to 80 °F<br>(10 °C to 27 °C) |
| Temperature (limits)                            | 32 °F to 104 °F<br>(0 °C to 40 °C) | 32 °F to 104 °F<br>(0 °C to 40 °C) | 32 °F to 104 °F<br>(0 °C to 40 °C) | 32 °F to 104 °F<br>(0 °C to 40 °C) |
| Relative Humidity (recommended, non-condensing) | 20% to 80%                         | 20% to 80%                         | 20% to 80%                         | 20% to 80%                         |
| Relative Humidity (limits, non-condensing)      | 5% to 95%                          | 5% to 95%                          | 5% to 95%                          | 5% to 95%                          |
| Maximum Heat Dissipation (fully loaded)         | 205 BTU/hour                       | 205 BTU/hour                       | 1,024 BTU/hour                     | 580 BTU/hour                       |

**Note:** Conversion factors: 1 watt is equal to 3.412 BTU/hour. One ton of refrigeration is equal to 12,000 BTU/hour or 3.516 kilowatts. 3/4 kilowatt hour is equal to 1 ton of refrigeration.



## Storage Environment

The 5000 CP is best placed in a clean, dry, well-ventilated, well-lit and easily accessible area. It must not be located near sprinkler systems, sweating pipes, steam pipes, steam vents, corrosive fumes, exhaust from machinery, electronic equipment that generates strong radio frequency fields (such as transformers or motors), and equipment that generates strong magnetic fields.

Heating, cooling, forced ventilation (and humidification or de-humidification) should be used as necessary to maintain the required conditions.

| Condition                                    | Specification                   |
|--|---------------------------------|
| Temperature                                  | -39°F to 185°F (-40 C° to 85°C) |
| Humidity (relative humidity, non-condensing) | 5% to 95%                       |

## Embedded System Features

### Embedded Unified Voice Messaging

For optimum availability and rapid response times, the 5000 CP offers a complete suite of voice-processing applications including unified messaging with e-mail synchronization, BlackBerry Formatting, MP3 attachments, voice mail, message notification and retrieval, automated attendant and Record-a-Call. This includes four embedded voice mail ports (up to 32 on the HX Controller) and over 80 hours of voice mail storage (upgradeable to 300 hours). Additional voice processing capacity and advanced features are available by installing the Mitel NuPoint Unified Messaging system as part of Mitel Applications Suite.

#### Features:

- password-protected user mailboxes
- a tutorial that assists new subscribers with mailbox setup
- simple message retrieval
- easy-to-use menus that allow users to send urgent (priority), private, or certified messages
- notification of waiting messages
- Record-a-Call – allows users to record a conversation and save it in their voice mailbox
- Unified Messaging with e-mail synchronization of deletions and heard/read messages, optional Blackberry message formatting and MP3 attachments

### Automatic Call Distribution (ACD)

The 5000 CP offers the option of fully integrated Automatic Call Distribution (ACD) functionality including call distribution, agent mobility, feature configuration, administration and recorded announcements. The



integrated ACD functionality of the 5000 CP can be enhanced by the Mitel Customer Service Manager, which would enable you to maximize the efficiency of its contact center.

The optional Mitel 5000 ACD offers the following features:

- ability to use agent IDs (1,000) for up to 75 hunt groups
- ability to route calls based longest idle, balanced call count, and circular and linear distribution
- announcements for position in queue and estimated wait time
- supervisor features: station monitor, Record-a-Call, Barge, and Steal Call
- Join and Record

## Single-node Hot Desking

Single-node Hot Desking is used to address two common customer scenarios:

1. Office workers that telecommute some of the time. Hot Desking allows the user's home IP phone to become their main extension with all rights, privileges, identity, etc.
2. Remote workers that are in the office some of the time. The typical example is a real estate office in which users are out of the office most of the time, but they need to use shared office space when in the office. This scenario is sometimes referred to as "hoteling."

Hot Desking can be initiated by using a feature code, a programmed feature key, or a menu soft key on any digital or IP phone. Hot Desking is not supported for analog or SIP phones.

## Remote Working

The 5000 CP's embedded remote working feature requires no server, no licensing and no additional cost. Included in the base price of the 5000 CP solution, this feature provides your home workers, road warriors and day-extenders with seamless, secure access to the communication capabilities of head office. By using the same voice mail, conferencing and corporate security features as their in-office colleagues, remote workers can become more productive and in touch. At the corporate level, the remote working feature can enable you to decrease overhead expenses and long-distance call charges.

The remote working capability can be implemented quickly and easily using a Mitel IP phone. Once head office's remote gateway IP address is entered by telephone keypad, the phone automatically establishes a connection to the 5000 CP and becomes registered as a valid extension of the office phone system.

## Dynamic Extension Express

The 5000 CP's Dynamic Extension Express (DEE) mobility features enable mobile users to be reached with a single business number through any device at any location. Through mobile twinning, up to 10 of the user's devices ring simultaneously. The user picks up whichever device he is using (desk, cellular, home IP, home, soft phone) or, if he is unable to answer, the call will go to his office voice mail box.



If, while on a call taken on his cellular phone, the user returns to his office, he can transfer the call to his desk phone seamlessly using the Handoff feature. Handoff moves the call without interruption from one device to the other with a simple press of the Handoff feature key or feature code.

DEE also offers a cascading capability also known as step-wise routing. With this feature, the call rings the desk phone first. If it is not answered at the desk, it will ring the twinned device next. Besides eliminating unnecessary missed calls on the user's mobile phone, step-wise routing avoids the unnecessary use of costly trunks.

## **Auto Attendant**

The 5000 CP auto attendant is a programmable feature that provides a direct automated call-answering service. Alternatively, it can provide back-up call answering for multiple departments or the entire system. Auto attendant can be operational full time or can be programmed to only take specific calls.

A system call routing announcement application utilizes digit translation to enable the caller to dial a station, voice mailbox, a fax-on-demand application, or hunt group. The layered call routing announcement capabilities with digit translation allow users to create auto attendant trees and various levels of programmable digit-translation nodes.





## Phones and Communications Appliances

### 5340 IP Desktop Telephone



The Mitel 5340 IP Phone delivers one-touch access to many phone features and applications. A full-featured telephone, it provides a large backlit graphics display with 42 programmable self-labeling keys. The 5340 IP Phone is ideal for any enterprise executive or manager, office managers or administrators, hot desk users, teleworkers, and contact center agents and supervisors. .Features:

- large backlit graphics display (160 x 320) with auto dimming
- 42 programmable, multi-function, self-labeling keys, provided in three pages of 14 keys each (for one-touch access to speed calls, line appearances, features). A separate add-on programmable key module is not required to support soft labeling and line indicators.
- peripherals and modules support: wireless LAN stand, gigabit Ethernet stand
- 13 fixed function keys: Hold, Settings, Message, Speaker, Mute, Transfer, Redial, Cancel, Volume/Ringing/Contrast Up & Down, Home Page, Previous Page, Next Page
- eight context-sensitive softkeys for intuitive feature access
- supports remote workers
- support for MiNET protocol
- hands-free speakerphone operation (full duplex)
- dual-port IP phone (10/100 Mb integrated Ethernet switch)
- language support: English, Spanish, Japanese
- dedicated headset interface
- 802.3af power compliant (IEEE standard)
- designed for power conservation: 3.2 watts typical (idle) power consumption



## Scope of Work

As discussed in our last meeting, the AXCESS is near end-of-life. We will continue to have support for the AXCESS; however, it will become increasingly more difficult to find parts. My recommendation is to replace the backroom with the new controller, the MITEL HX Controller. For budgetary reasons, the existing digital endpoints will continue to be used. With the recent release of 5.0 software, I am recommending to implement a 12-port embedded Unified Messaging platform which has a system-wide Unified Messaging license allowing voicemail messages to be synchronized with your outlook exchange inbox. I have also included a 2-port fax server to support the faxing requirements. MicroCall Call Accounting software has been included that will be installed on a customer provided PC, The reception stations will continue to use the 50-button DSS/BLF boxes for transferring calls to various extensions.

### Itemized Equipment Listing

- Reuse 160 Digital Endpoints
- 25 Model 5340 IP Endpoints
- 20 Single Line Ports
- (2) T1/E1/PRI with PRI License
- (4) Loop Start Ports
- (10) Power Bricks to support IP endpoints at remote sites
- MicroCall Call Accounting Software (200 extensions)
- 12 port embedded unified voice messaging platform
- 2-port Multitech fax server

### Mitel 5000 HX Controller, version 5.0 Enhancements:

- **Hot Desking** within a single node. This will give users the ability to log into another phone within the same node.
- **Unified Voice Messaging** – email synchronization of deletions and heard/read messages with Outlook/Exchange and Lotus Notes.
- **Meet-Me Conferencing** – Maximum of 8 parties per single conference. Total of 20 parties at any given time.
- **Dynamic Extension Express** – Rings up to 10 devices simultaneously. Routes first call to the desk phone and then to mobile before returning to the office voicemail if not answered.
- **End User Portal** – This gives each user the ability to set preferences for Do-Not-Disturb, forwarding, Dynamic Extension Express settings, station and voicemail messages, call history, set up meet-me-conferences, account information such as mobile number, password, email synchronization settings)
- **Embedded Reporting** – Delivers seven days of historical reporting through the built-in historical call reporting using the system admin client. This is a single access point for all administration tools. Provides a simplified administration front end and graphical diagnostic presentation (displays system alarms, performance, diagnostics and call statistics). Multiple nodes can be monitored in the network



## Financial Overview

### Current Maintenance agreement for AXXESS:

|                              |             |
|------------------------------|-------------|
| Annual Maintenance Agreement | \$16,604.00 |
| Monthly Outlay               | \$ 1,384.00 |

### Recommended Soltuion

|   |             |
|---|-------------|
| Upgrade AXXESS to HX Controller<br>12 port Embedded Unified Voice Messaging<br>709.65 |             |
| Cash  | \$45,455.00 |
| Total Solutions Program<br>(based on 60-month term)                                   | \$ 1,305.00 |

### Benefits of converting the Total Solutions Program

- Operating Expense
- Maintenance for Parts & Labor 24X7X365
- Software Assurance
- Disaster Recovery Provision Included
- Risk of Loss Coverage
- Fixed Add-On pricing