



## BRONZE SUPPORT SERVICES PROGRAM

THIS AGREEMENT dated \_\_\_\_\_ by and between HEART TECHNOLOGIES, INC., having an address of 3105 North Main Street, East Peoria, IL 61611 hereinafter referred to as “HEART” and Pana Public Schools CUSD #8 having an address of 14 E Main St Pana IL 62557 and hereinafter referred to as “CUSTOMER”.

### BACKGROUND

- A. CUSTOMER owns certain telecommunications equipment more fully described in Schedule A attached hereto and made part hereof, hereinafter referred to as EQUIPMENT; and
- B. CUSTOMER has the authority to contract with a telecommunications service provider; and
- C. CUSTOMER and HEART desire to enter into an Agreement whereby HEART will provide support service to CUSTOMER for EQUIPMENT, upon the terms, covenants, and conditions hereinafter set forth.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, for themselves, their successors and assigns, do hereby agree as follows:

- 1. Scope of Services.
  - a. Priority response to all CUSTOMER requests for service;
  - b. System software and hardware problems as listed in schedule “A”;
  - c. Repair or replacement of defective equipment as listed in schedule “A”;
  - d. Labor to maintain Software and Hardware during Heart Technologies normal business hours (8:00am to 4:30pm Monday thru Friday excluding Holidays)
- 2. Response Time. HEART’s response policies are as follows:
  - a. Upon receipt of CUSTOMER’s report of any malfunction of the covered EQUIPMENT, HEART will respond to CUSTOMER. HEART will complete all repairs as quickly as possible. This coverage is effective Monday thru Friday 8:00 AM to 4:30 PM excluding Holidays. Heart will give priority to Maintenance customers over non Maintenance customers. Any service or support requested after normal business hours will be billed at our prevailing overtime rate with a minimum one (1) hour service charge.
- 3. Limitation of Responsibility. HEART’s responsibility shall be limited to the repair of EQUIPMENT.
- 4. Other Vendors. Any work performed on the EQUIPMENT by others during the period of this Agreement without written consent of HEART, HEART can void this Agreement immediately

Initial: \_\_\_\_\_



- 5. Exclusions. Service does not include any support services necessitated by, or of the type described in, any of the following:
  - a. Labor or material costs for dwelling additions, remodeling, office relocations and removals; service items and supplies, other accessories or changes to specifications or engineering.
  - b. Willful or intentional acts of abuse by CUSTOMER or CUSTOMER’s agents;
  - c. Accidents, misuse of equipment, or inappropriate use of equipment not covered in specifications. Any other accidents, acts or events caused by CUSTOMER which may adversely affect the performance of the EQUIPMENT, in any manner, not intended nor specified by HEART. Acts of God, including but not limited to lightning, which causes, either directly or indirectly, a failure or malfunction in the Equipment, abnormal power surges or failures which may adversely affect the Equipment or wiring. It may not always be possible for us to provide identical EQUIPMENT while CUSTOMERS EQUIPMENT is being repaired.
- 6. Contract Rates. CUSTOMER agrees to pay HEART the stated contract price for all services as previously described and per the following units of service:

\$550.00 / \$6600.00                      Monthly/Annually

For work not covered under the terms of this agreement:

\$105.00 per hour -	Time and Material Work (MAC orders)
\$157.50 per hour -	All services performed after Normal business hours except Sundays and Holidays
\$210.00 per hour -	All services performed on Sunday and Holidays (Holidays shall include: 1) New Year’s Day, 2) Memorial Day, 3) 4 <sup>th</sup> of July, 4) Labor Day, 5) Thanksgiving Day, 6) Friday following Thanksgiving Day, and 7) Christmas Day)

- 7. Term. The term of this service contract is one year commencing \_\_\_\_\_ through \_\_\_\_\_ and thereafter for additional and further terms of one (1) year, and so on, until terminated at the end of the current term by either party. This contract may only be terminated by either party at the end of any term by providing at least a 30 day written notice. Auto renewing contracts shall have amount of contract based on inventoried equipment on the last maintenance inspection report. The multiplier rate shall be the current per port rate at the time of automatic renewal not to exceed a 15% per port cost increase.
- 8. Payments. Payments due from CUSTOMER to HEART shall be made within fifteen (15) days from the date of invoice. Interest charges may be assessed at a rate of 1.5% on invoices over thirty days. Failure to make prompt payments within the 15-day period entitles HEART to void this Agreement at its sole discretion.

Initial: \_\_\_\_\_



9. Taxes. The charges incurred by CUSTOMER under this Agreement do not include any federal or state sales tax.
10. Limitations of Liability. CUSTOMER agrees that neither HEART, nor its subcontractors shall be liable for any loss or damage to the EQUIPMENT or arising from the EQUIPMENT or other property or injury or death to the CUSTOMER's agents, employees or customers arising in connection with the support service or other contract services provided by HEART or its subcontractors under this Agreement. IN NO EVENT SHALL HEART OR ITS SUBCONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS BY CUSTOMER OR BUSINESS, REVENUES OR GOODWILL), ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT OR ANY SERVICES PERFORMED OR MATERIALS PROVIDED INCIDENTAL THERETO.
11. Force Majeure. Timeliness of performance by HEART to perform obligations of this Agreement is subject to delays caused by Acts of God, war, riot, fire, explosion, flood, sabotage, inability to obtain materials, or electrical power, civil commotion, governmental laws, regulations or orders, acts or inaction of CUSTOMER, inability of subcontractors to perform, or any other cause beyond the reasonable control of HEART, or labor trouble, strike, lockout or injunction. HEART shall make every attempt to perform all service to CUSTOMER as soon as possible.
12. Other Services. It is understood that quoted charges described herein cover only the Support Services for the EQUIPMENT only. If additional equipment is installed by the CUSTOMER, and HEART agrees to service this equipment, charges will be billable to the CUSTOMER for the cost of the support service based on current rates for service.
13. Entire Agreement. This Agreement shall constitute the entire Agreement between CUSTOMER and HEART for support service or other contract services. CUSTOMER DOES HEREBY ACKNOWLEDGE TO READING ALL OF THE PROVISIONS OF THIS AGREEMENT. THERE ARE NO REPRESENTATIONS, WARRANTIES, OR STIPULATIONS, WRITTEN OR ORAL, NOT HEREIN CONTAINED. NO MODIFICATION OF THIS AGREEMENT MAY BE MADE EXCEPT BY A WRITING EXECUTED BY AN OFFICER OF HEART TECHNOLOGIES, INC. THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL SIGNED BY AN AUTHORIZED OFFICER OF HEART.

HEART Technologies, INC.

Customer

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

Print Name:

Title: Account Manager



SCHEDULE "A"

The following list of equipment shall constitute all EQUIPMENT referred to in the attached Agreement:

Manufacturer: Mitel

**Equipment List**

QTY	UNIT	DESCRIPTION
2	EA.	MITEL 3300 CHASSIS MXEII
2	EA.	REDUNDANT HARD DRIVES
2	EA.	PRI INTERFACE
1	EA.	OAISYS TRACER (CUSTOMER MUST MAINTAIN SWA WITH OAISYS)
1	EA.	MICOLLAB/MAS/NUPOINT VM
		CUSTOMER MUST HAVE SWA FROM MITEL AND BE AT THE LATEST AVAILABLE SOFTWARE VER BEFORE CONTRACT WILL TAKE AFFECT.
		THIS CONTRACT IS VALID ONLY AFTER PROPOSAL # 113519 IS SIGNED

**Specifically excluded from this list of EQUIPMENT:**

- Phones
- Software Updates
- Acts of God
- Manufacturer unsupported hardware & software
- Cable and Station Wiring
- Batteries

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

Initial: \_\_\_\_\_