



# APPENDIX F to DIR-TSO-2685

## SALES ORDER ACKNOWLEDGEMENT ("SOA")

Customer Check or PO#: \_\_\_\_\_

("Customer")	Signature:	
Principal Place of Business (Address):	Name/Title:	Date:

Customer and Mitel Business Systems, Inc. (on its own behalf and on behalf of its parent and its parent's subsidiaries) ("Mitel") agree as follows:

- Supplements.** For the purchase of Hardware and Software (each as defined herein and collectively the "System"), services and/or support by Customer, Mitel may require Customer to sign one or more of the following supplements to this SOA (each a "Supplement"): (i) Schedule 1: List of System, services and support ("Schedule 1"); (ii) a Statement of Work ("SOW"), (iii) a P.O. issued by Customer. To the extent Customer places, and Mitel accepts, a P.O., each order will constitute a contract between the parties which shall be governed exclusively by the terms and conditions of DIR Contract No. DIR-TSO-2685 and this SOA and any SOW or Schedule 1, even if Customer does not refer to this SOA on the P.O.
- Use.** Customer agrees the System is being purchased for its own use (not for resale). Customer may opt to finance such purchase through a third party. Mitel's acceptance of payment from such third party is conditional upon the Customer ensuring such third party complies with, and Customer remains responsible for, Customer's obligations herein.
- Software License.** For all Mitel and third-party software ("Software"), Customer receives a personal, non-transferable, non-exclusive, paid-up license (subject to Mitel's receipt of payment) either through Mitel's standard end-user license and/or the end-user license that is provided by the third-party software supplier. Customer is granted no other rights to the Software except what is expressly stated herein and Mitel reserves all other rights. Customer's obligations under this license shall survive any termination of this SOA.
- Hardware.** Title and risk of loss to hardware detailed in a Supplement ("Hardware") shall pass to Customer upon acceptance. However, in the event Customer has elected to finance such purchase, title shall pass to such third party financier upon payment in full for the System, unless the parties agree otherwise.
- Confidentiality.** Confidentiality will be handled in accordance with Appendix A, Section 10H of the DIR Contract No. DIR-TSO-2685.
- Indemnification.** Indemnification will be handled in accordance with Appendix A, Section 10A of the DIR Contract No. DIR-TSO-2685.
- Limitation of Liability.** Limitation of Liability will be handled in accordance with Appendix A, Section 10K of the DIR Contract No. DIR-TSO-2685.
- Delivery, Cutover and Acceptance.** Upon execution of this SOA and any applicable Supplement, Mitel will deliver and install the System FOB in accordance with Appendix A, Section 8C of DIR Contract No. DIR-TSO-2685. Cutover occurs when Mitel determines that the System is performing substantially in compliance with the manufacturer specifications. Omissions or variances that do not, in Mitel's determination, materially affect the operation of the System shall not delay Cutover. Unless Customer provides Mitel, within ten (10) business days following Cutover ("Acceptance Period"), with written notice detailing any material nonconformity, unconditional acceptance by Customer shall be deemed to have occurred.
- Payment.** Payments will be handled in accordance with Appendix A, Section 8J of the DIR Contract No. DIR-TSO-2685.
- Warranty.** The Hardware, Software and services include Mitel's standard warranties for hardware, software and services. Incremental support may be purchased through a support plan ("Support Plan"). All other warranties or conditions whatsoever, including the warranty of merchantability and the warranty of fitness for a particular purpose, are hereby excluded and disclaimed. Mitel does not warrant that the operation of the System will be uninterrupted or error free. Mitel disclaims any express or implied warranty or condition that the System or any services provided by Mitel prevent toll fraud, unauthorized access, loss or theft of electronic data, or invasion of privacy (collectively, "fraudulent activity"). Mitel shall have no liability to Customer in the event of such fraudulent activity. Customer is advised that the operation of e-911 requires accurate information contained in Customer's database, which Customer is solely responsible for creating and managing.
- Export.** Systems, products, material, services, technology, tools and technical data delivered by Mitel to Customer ("Deliverables") may be subject to Canadian, UK and/or US export controls or the trade laws of other countries. Customer agrees not to release or re-export the Deliverables without prior written consent of an authorized representative of Mitel. Customer will not use or provide Deliverables for nuclear, missile, or chemical and biological weaponry end uses and will not divert such to third parties who are military end users or are involved in military end users without the prior written approval of Mitel. Customer certifies that all Mitel products, services and technology will be used or installed solely making or receiving secure internal and external telephone calls as designed by Mitel.
- General. Force Majeure** – Force Majeure will be handled in accordance with Appendix A, Section 11C of the DIR Contract No. DIR-TSO-2685. **Claims** Claims will be handled in accordance with Appendix A, Section 10K of the DIR Contract No. DIR-TSO-2685. **Substitutions and Subcontracting** –Mitel may substitute the System or any component thereof with comparable new equipment of equivalent functionality. Mitel may subcontract its obligations under this SOA, in accordance with Appendix A, Section 10F of DIR Contract No. DIR-TSO-2685, but will remain responsible for such obligations. **Applicable Law** - This SOA shall be interpreted under the laws of the State of Texas. Venue shall be in state courts in Travis County, Texas. Nothing herein shall be construed to waive the State's sovereign immunity. **Entire Agreement** – The Entire Agreement will be handled in accordance with Appendix A, Section 4A of the DIR Contract No. DIR-TSO-2685.