



Waller County - Courthouse

Schedule A Quote # 016465

Mitel SWA Renewal 2026

Prepared For:

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Ship To:

Waller County - Courthouse
836 Austin Street
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ICS- Houston

Prepared By:

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Date Issued:

06.02.2026

Expires:

06.30.2026

Part #	Description	One Time Price	Qty	Ext. Price
SWMISWAMIVBUCAD V	Mitel SWA MiVBus UC Advantage	\$4.06	1129	\$4,583.74
SWMISWAMIVBUCRF	Mitel SWA MiVBus UC Reenlist Fee	\$4.06	650	\$2,639.00

Part #	Description	One Time Price	Qty	Ext. Price
Software Assurance valid from 06/01/2026 to 06/01/2027				
SYSID: 2385711 MiCollab - JC (MiCollab)				
SYSID: 24452077 UCC License Manager (Unified License Manager)				
SYSID: 50191824 MxIII - Sheriff Dept. (MiVoice Business)				
SYSID: 61223391 Justice Center MBG SIP (MiVoice Border Gateway)				
SYSID: 68227766 PCT4 MBG - SIP (MiVoice Border Gateway)				
SYSID: 79199758 MxIII - Old CH at JC (MiVoice Business)				
SYSID: 93037688 DLM (Designated License Manager)				
SYSID: 99575056 PCT4 MCD (MiVoice Business)				

Purchase Order or Mitel Govt Credit Card Order Form can be faxed to 703-904-0568 or emailed to USGovernmentSales@mitel.com				
The PO should be made out to:				
<i>Mitel Business Systems, Inc.</i>				
<i>2160 West Broadway Road, STE 103</i>				
<i>Mesa, AZ 85202</i>				
PLEASE NOTE OUR SEPARATE REMIT TO ADDRESS:				
<i>Mitel Business Systems, Inc.</i>				
<i>PO Box 52688</i>				
<i>Phoenix, AZ 85072-2688</i>				
PLEASE DO NOT SEND PAYMENTS TO THE MESA ADDRESS				
Please note the following order requirements:				
*Prime Sourcewell Contract number #120122-MBS must be referenced on the PO				
*The Sourcewell End-User must be noted on PO				

One Time Quote Summary		Amount
Products		\$7,222.74
Total:		\$7,222.74

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing increases or other errors.

Standard Cash Payment Terms:

Unless under a sub-contractor MSA, all orders directly to customers require a 50% deposit and progress billing.

Standard Terms and Conditions: <https://www.ics-com.net/standard-terms-and-conditions>

If this is a Managed IT renewal, by digitally signing this document, the customer agrees to the ICS Managed IT terms and conditions located at <https://www.ics-com.net/managed-it-service-contract/>

Quote Acceptance

ICS- Houston

Waller County - Courthouse

Jason Simons

Signature / Name

06/02/2026

Date

Signature / Name

Initials

Date

AGREEMENT - ICS TERMS AND CONDITIONS



TERMS AND CONDITIONS, LIMITED WARRANTY

Referencing Contract Number #016465V 1

Subject to the provisions of this paragraph, Innovative Communications Systems, Inc. (ICS) warrants for a period described on the front of this agreement commencing on day of installation the equipment will be free from defects in material and workmanship and will conform to applicable specifications. If any defects covered by this Warranty appear within this period. ICS shall have the option of repairing or replacing the equipment at its expense. SUCH REPAIR OR REPLACEMENT SHALL BE CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY OR FOR NEGLIGENCE. This Warranty does not extend to any equipment which has been (a) subject to misuse, neglect, accident or abuse, power surges, brown outs or lightning strikes, (b) wired, repaired or altered by anyone other than ICS without ICS's express and prior approval, (c) improperly installed by someone other than ICS, its subcontractors or affiliates, (d) customer has equipment installed on said system during the warranty period that was not purchased AND installed by an authorized ICS representative, (e) used in violation of instructions furnished by ICS. To obtain performance of any obligation under this warranty, customer shall provide written notice by means of a registered letter to ICS- Houston at 8713 Fallbrook Dr , Houston, Texas, 77064. ICS SHALL NOT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM USE OF THE EQUIPMENT SOLD HEREUNDER OR ARISING FROM CUSTOMER'S INABILITY TO USE THE EQUIPMENT OR FROM ANY OTHER CAUSE. THE ABOVE WARRANTY SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER EXPRESSED OR IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS, OR OTHERWISE.

Without limiting the generality of the foregoing, ICS shall not be liable for any claims of any kind whatsoever, as to the equipment delivered or for non-delivery of equipment, and whether or not based on negligence unless customer shall (1) give written notice to ICS of such claim within thirty (30) days after customer knows or reasonably should know of such claim, and (2) shall file suit against ICS based upon such claim within one year after such cause of action has occurred. Customer may assign this contract with the written consent of ICS or its assignee. In the event of assignment of this sales agreement by ICS, Customer shall make timely payment of the installments without deduction or setoff, and Customer may not assert against any assignee of this contract any defense which Customer may have against ICS, unless expressly permitted by applicable statute or decision. ICS's obligations, including all warranties to Customer, shall not cease in the event of assignment by Customer or ICS of this contract. Loss or damage to the equipment after cut over will not release Customer of any obligations of this contract. Any assignee of ICS shall be entitled to copies of all notices sent to ICS at the address given in any notice of assignment. Customer shall be responsible for obtaining trunk lines from the serving telephone company. If requested, ICS will use reasonable efforts to assist Customer. "Cut over" shall mean the date on which customer is notified that the installed equipment is functioning and able to perform substantially the function for which it is intended. Delays of the telephone company in making trunk lines available or minor omissions in availability of certain features or failures which do not materially affect the functioning of the entire system shall not affect the date. ICS shall use reasonable efforts to make timely delivery and installation but shall be excused from performance due to any delays arising out of causes beyond its reasonable control including, but not limited to, acts of war, strikes, accidents, acts of God and major catastrophes. All stated delivery or cut over dates are approximate and ICS shall under no circumstances be liable for damages, special consequential or otherwise, for delays or failure to give notice of delay, whether or not caused by or resulting from ICS's negligence. Customer shall be required to adequately insure against damage to or loss of the equipment upon its delivery to the Customer, whether or not the equipment is installed. Installation shall be completed in a reasonable manner in accordance with standard industry practices. This agreement is made in the State of Texas and is to be governed by and construed in accordance with the laws of that state.

NON-SOLICITATION OF EMPLOYEES

Customer acknowledges that ICS is involved in a highly strategic and competitive business. ICS's most important asset is its highly trained individual employees. To be competitive and have the ability to support the ever-changing technology ICS continues to make substantial investments in the training and certification of its employees. The development of each employee requires a combination of on-the-job training, special classes and certification exams funded by ICS as well as considerable practical experience, all of which take time and company resources. Customer further acknowledges that Customer would gain substantial benefit and that ICS would be deprived of such benefit if Customer were to directly hire any employees of ICS. Therefore, except as otherwise provided by law, Customer shall not, without

Customer Initials: _____

the prior written consent of ICS, solicit the employment of ICS employees, either as W -2 employees or as independent contractors, during the term of this Agreement or for one year following the termination or expiration of this Agreement. Customer agrees that calculation of damages resulting from breach by Customer of this provision would be extremely difficult to ascertain, however, the actual amount of damages would be substantial. Therefore, in the event Customer violates this provision, Customer shall immediately pay ICS an amount of money equal the greater of Seventy Five Thousand Dollars (\$75,000.00) or one year's annual compensation of the employee whose services it has obtained in violation of this provision, as liquidated damages. ICS shall have the option to terminate this Agreement without further notice or liability as additional compensation for the violation of this provision. The parties agree that the amount of liquidated damages reflected herein is not intended as a penalty and is reasonably based upon the projected costs ICS would incur to recruit, hire and train a suitable replacement for an ICS employee recruited by Customer. RESPONSIBILITIES OF THE CUSTOMER WITH RESPECT TO THE TELEPHONE EQUIPMENT ROOM AND OPERATOR'S LOCATION. All building and electrical work done in the Telephone Equipment Room and console location must be completed before the telephone equipment is delivered to the job. Customer shall be responsible for the installation of any conduit through which telephone wires are to be installed, and also for installing any special wiring, cabinets, and backboards required under the electrical code. Customer shall be responsible to install any and all electrical outlets with the proper dedicated voltage for operation of the equipment. Customer shall also provide the appropriate clean and air conditioned environment for installed equipment.

CREATION OF SECURITY INTEREST

For value received, Customer hereby grants to ICS, its successors or assigns, a security interest in the equipment shown on the schedule, together with all replacements, parts, additions, repairs, and accessions thereto and proceeds thereof (the "collateral") to secure the payment of all obligations and indebtedness and any renewals and extensions thereof, including interest, (including, but not limited to the sum shown ICS contract number) of Customer to ICS of whatever kind and however created. The inclusion of proceeds in this Agreement does not authorize Customer to sell, dispose of or otherwise use the collateral in any manner not specifically authorized by this Agreement. ICS could, at its option, file a copy of this Sales agreement as a Financing statement. It is agreed and understood that in the event of default by Customer, ICS may enter upon any premises on which the Collateral or any part thereof may be situated, take possession and remove the same there from by any lawful means, either judicial or non-judicial, including, without limitation, non-judicial retaking of the Collateral by ICS without notice and without hearing whether or not Customer is about to remove Collateral beyond the jurisdiction of the court in which any judicial proceeding could be brought, or conceal or destroy said Collateral, or whether or not Collateral is of a type which diminishes rapidly in value. As a part of the consideration for this contract and as an inducement to ICS to extend the credit evidenced hereby, Customer, with full knowledge and understanding of the consequences of this act, hereby expressly waives any and all rights to notice, legal process, and hearing, judicial or non-judicial, prior to such judicial or non-judicial retaking. Upon the full payment of all sums due ICS pursuant to this Agreement and secured by the Collateral and the full performance by Customer of the covenants, terms and conditions of this Agreement, the security interest herein granted shall cease and ICS shall take such action as required to release the collateral from the security Interest.

EVENTS OF DEFAULT

Customer shall be in default under this agreement upon happening of any of the following events or conditions (herein called an "Event of Default"): (1) Customer's failure to pay when due any indebtedness secured by this agreement, either principal or interest, (2) Default by Customer in the punctual performance of any of the obligations, covenants, terms or provisions contained or referred to in this agreement or in any note secured hereby, (3) Loss, theft, substantial damage, destruction, sale or encumbrance of or to any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon, (4) Customer's death, dissolution, termination of existence, insolvency or business failure, the appointment of a receiver of all or any part of the property of Customer as assignment for the benefit of creditors of Customer, the calling of a meeting of creditors of Customer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Customer or any guarantor or surety for Customer, (6) Any guarantor, surety or endorser for Customer defaults in any obligation or liability to ICS, (7) Any property of Customer is attached and such attachment is not removed in thirty (30) days.

RIGHTS EXCLUSIVE OF DEFAULT.

1. This agreement, ICS' rights hereunder or the indebtedness hereby secured may be assigned from time to time, and in any such case the Assignee shall be entitled to all of the rights, privileges and remedies granted in this Agreement to ICS, and Customer will assert no claims or defenses he may have against ICS against the Assignee, except those specifically granted in this Agreement. Assignee shall have none of ICS' obligations as described in this agreement.

RIGHTS IN THE EVENT OF DEFAULT

1. Upon the occurrence of an Event of Default, and at any time thereafter, ICS may declare all obligations secured hereby immediately

Customer Initials: _____

due and payable and shall have the rights and remedies of ICS under the Uniform Commercial Code of Texas, and in addition thereto and cumulative thereof, the following rights: the right to sell, lease, or otherwise dispose of any or all of the Collateral and the right to take possession of the Collateral, and for that purpose ICS may enter upon any premises on which Collateral or any part thereof may be situated and remove the same there from; ICS may require Customer to assemble the Collateral and make it available to ICS at a place to be designated by ICS which is reasonably convenient to both parties; unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, ICS will then send Customer reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other disposition thereof is to be made. The requirement of sending reasonable notice shall be met if such notice is mailed, postage prepaid, to Customer at the address designated at the beginning of this Agreement at least ten days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall include ICS's reasonable attorney's fees and legal expenses, and Customer agrees to pay such expenses, plus interest thereon, at the rate of ten percent (10%) per annum. Customer shall remain liable for any deficiency.

2. ICS may remedy any default and may waive any default without waiving the default remedied or without waiving any other prior or subsequent default. (3) The remedies of ICS hereunder are cumulative, and the exercise shall not be construed as a waiver for of any of the other remedies of ICS. A waiver by ICS on any one occasion is not a waiver on any other occasion. Unless stated in this proposal, all contracts are deemed final upon receipt of deposit check and signed paperwork. All returns and cancellations are subject to a 20% restocking fee unless the customer is returning parts as an upgrade to the entire contract.

LOCAL, LD AND WAN PROVIDERS

Unless stated in this proposal, ICS includes (1) normal hour for installation and setup of any and all telephone and data circuits. If additional hours are required for testing, troubleshooting or installation of such circuits all labor and material will be billed at normal rates. ICS is not responsible for the quality nor can ICS guarantee the quality of any service(s) on any network(s) designed for best effort services including services over the Internet or private networks not equipped with proper Quality of Service capabilities.

CUSTOMER PROVIDED AND EXISTING CUSTOMER EQUIPMENT

ICS may utilize new or existing customer provided equipment. In case of possible issues, ICS will utilize reasonable means and troubleshooting efforts to resolve customer provided equipment issues. ICS may require the customer to purchase manufacturer support contract on equipment for further troubleshooting and resolution of problems. If equipment is of the age or condition that a manufacturer support package is not available, then ICS may require that the customer replace said equipment at the customer's expense. The customer is financially responsible for the costs incurred on any equipment or maintenance contracts purchased in the troubleshooting procedures. ICS' professional services are billed based on the prevailing industry rates.

Customer Initials: _____

Agreement Acceptance

ICS- Houston

Waller County - Courthouse

Jason Simons

Signature / Name

06/02/2026

Date

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Initials

Date

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