



syntrio



Syntrio Solutions, LLC "Syntrio" Master Services Agreement

Effective Date:

3/21/23

Agreement Number:

C1927-2023-R01

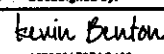
This Master Services Agreement, together with any schedules, appendices, documents, and each statement of work entered into by the Parties, (collectively, this "Agreement") is entered into to be effective as of the Effective Date by and between the following Parties:

<p>Montague County</p> <p>organized under the laws of ("Client")</p> <p>PO BOX 475 Montague, Texas 76251</p>	<p>Syntrio Solutions, LLC ("Syntrio") 915 9th Street Wichita Falls, Texas 76301</p>
--	---

Syntrio offers certain information technology service offerings and Client desires to receive certain managed information technology service offerings from Syntrio during the term of this Agreement and as such service offerings are identified in one or more statements of work (SOW) that are entered into and signed by both Syntrio and Client. Whenever Client and Syntrio enter into a statement of work issued under this Agreement, Syntrio will, through itself and/or its affiliates, provide Client with the managed information technology services identified in the applicable statement of work, all in accordance with this Agreement.

Authority & Execution. Each Party warrants that it is authorized to enter into this Agreement and that it will be bound thereby. In no event shall Client be required to pay for or shall Syntrio be bound to perform or otherwise make available any services under this Agreement until this Agreement (including at least one statement of work) is executed by both Parties. Presentation of this Agreement to Client for signature does not obligate Syntrio to execute this Agreement. By signing below, Client and Syntrio agree to the terms of this Agreement. If the Effective Date designated above is left blank, then the Effective Date shall be the date this Agreement is signed by the last of the Parties. Once signed, any reproduction of this Agreement made by reliable means is considered an original and all Deliverables received by Client are subject to it.

Client

By: DocuSigned by:

107500AF87AC660...

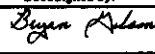
Print Name:
Kevin Benton

Title:
County Judge

Date:
3/27/2023

Email:
co.judge@co.montague.tx.us

Syntrio Solutions, LLC ("Syntrio")

By: DocuSigned by:

F707FEB03AEC3B...

Print Name:
Bryan Gibson

Title:
Director of Managed Services

Date:
3/27/2023

Email:
bgibson@wfpcnet.com

915 9th Street
Wichita Falls, TX 76301

Agreement Details

1. **SERVICES.** All Deliverables to be provided by Syntrio to Client under this Agreement shall be reflected in a statement of work signed by both Client and Syntrio ("Statement of Work" or "SOW"). Whenever Client desires to obtain Services or other Deliverables from Syntrio, the Parties shall discuss and document the same in a Statement of Work. Once signed, each SOW shall be deemed to be incorporated by this reference within this Agreement. Each Statement of Work issued under this Agreement shall, at a minimum, include the following:
 - (a) The incorporation by reference of this Agreement;
 - (b) The specific Deliverables to be provided;
 - (c) The location at which the Services will be performed (if not from the office/facilities of Syntrio);
 - (d) Applicable fees, any anticipated expenses or not-to-exceed amounts;
 - (e) If different than as provided for in this Agreement, payment terms;
 - (f) Any special terms and conditions; and
 - (g) The signatures of the Parties' authorized representatives and dates of signature.

Syntrio shall not be required to provide any Deliverables and Client shall not be required to pay for any Deliverables unless and until a SOW has been completed and signed by the Parties. During the Term of each SOW (defined below), Syntrio will provide Client with the Services and other Deliverables set forth in the applicable SOW.

Syntrio highly recommends Client obtain and maintain appropriate cyber insurance for their business and understands Client may have other types of compliancy that must be met. Syntrio will, upon request by Client with an active agreement for managed services, aid with technical questions related to those questionnaires. By signing this MSA, Client acknowledges and agrees to the following stipulations:

- (a) Syntrio is not an insurance, legal, or liability expert and does not recommend specific cyber insurance companies or policies.
 - (b) It is solely the Client's responsibility to fill out forms and/or questionnaires for submission and affirmation of content. Further, Syntrio may not be held responsible for any resulting outcomes, detrimental or otherwise, to the Client.
 - (c) Syntrio will provide Client with details of Syntrio administered systems, guidance and recommendations, including explanations for each, in writing by means of a service ticket. Syntrio will not under any circumstances provide answers directly on an insurance form or questionnaire.
 - (d) Syntrio can only provide guidance and recommendations on systems managed and In Scope of an active SOW.
2. **DUTIES OF THE PARTIES.**
 - a. **Duties of Syntrio.** Syntrio agrees to use commercially reasonable efforts to timely deliver the Services and other Deliverables specified in each SOW for Client in accordance with industry standards.
 - b. **Duties of Client.** Client agrees to (i) timely submit all payments to Syntrio at Syntrio's place of business; (ii) provide Syntrio with access to Client's facilities, including access to Client's computer systems, according to Client's procedures which are provided to Syntrio

in writing and in advance, and adequate and suitable facilities and space for Syntrio's personnel to work at Client's facility and on such computer systems. If Syntrio determines that the Services require Syntrio to remotely access Client's computer systems, Client agrees that it shall also provide Syntrio with all the information reasonably requested by Syntrio for Syntrio to remotely access Client's computer systems. Client also acknowledges and agrees that providing the Services may, in some circumstances, result in the disruption of services at Client's facility or on Client's computer systems or loss or damage to software or hardware; and that Syntrio shall not be responsible for any of such disruptions, losses, or damages.

3. **PRICING AND PAYMENT.**

Pricing. The fees ("Fees") for Service Offerings are set forth in each SOW. The hourly rates for Excluded Services agreed to by Syntrio and Client are set forth in the preceding Schedule B and are subject to change.

a. **Payment.** Syntrio will invoice Client on a monthly basis for the Fees set forth in each SOW. Payments for invoices are due by the date stated on each invoice; provided, however, if a due date is not stated on an invoice, then the payment for such invoice shall be due within thirty (30) days of the date such invoice was received by Client. All Excluded Services provided to Client by Syntrio are due upon receipt of Syntrio's written invoice(s) for such Excluded Services. Syntrio reconciles client accounts monthly and adjusts invoices as needed, with fee increases subject to Client's written approval. Syntrio will have no obligation to perform any Services for Client, whether included in this Agreement or otherwise, unless all charges, fees, and taxes for Services rendered under this Agreement have been paid in full by Client when due. In the event of non-payment of any sum due and owing under any Agreement, Syntrio shall have the right to suspend or immediately terminate providing any or all Services, without notice, and Syntrio may determine whether or not to reinstate any Services upon receipt of payment in full of all sums owed. Any payment not received by Syntrio on or before thirty (30) days following the due date shall bear interest from the due date until paid in full at the lesser of one and percent (1%) per month or the maximum rate allowed by applicable law. All amounts shall be payable by Client to Syntrio without right of setoff, deduction, or demand. Client shall be responsible for the payment of any sale tax or other taxes that may be attributable to the Deliverables provided under this Agreement (but not any taxes attributable to the income of Syntrio).

4. **TERM AND TERMINATION.** This Agreement shall commence on the date this Agreement is executed by Client and accepted and executed by Syntrio ("Effective Date"), and, unless terminated earlier as permitted herein, shall continue for a period of three (3) years (the "Initial Term"); and thereafter, shall automatically renew for additional one-year periods on each anniversary of the Effective Date (each a "Renewal Period), unless either Party provides written notice of its intent not to renew at least thirty (30) days before the end of the Initial Term or any Renewal Period (the Initial Term and each Renewal Period are referred to as the "Term"). Either Party may terminate this Agreement (and all outstanding SOWs) or any one or more SOWs at any time by providing at least three (3) months ("Notice Period") prior written notice to the other Party. Unless expressly provided for in the applicable written notice of termination, termination or expiration of this Agreement shall not in and of itself terminate any then outstanding

SOWs; and such outstanding SOWs shall continue in full force and effect and the terms of this Agreement shall continue to apply to such outstanding SOWs in the same manner as if this Agreement had not terminated or expired. Client acknowledges and agrees that Client is responsible to pay monthly Fees for Deliverables provided during the Notice Period, regardless of Client requests not to receive such Deliverables during the Notice Period, at the same monthly amount as the average of the three (3) month period immediately preceding the notice of termination. Further, Syntrio may immediately terminate this Agreement upon written notice to Client if Client:

- i. fails to make any payment to Syntrio when due and such failure continues for a period of five (5) workdays following written notice of such failure by Syntrio to Client; or
- ii. breaches any other provision of this Agreement.

Immediately upon the expiration or termination of this Agreement (regardless of reason), or upon the earlier request of one of the Parties, the other Party shall (i) return to the other any and all equipment and other Materials (as defined below) provided by the other Party; and (ii) discontinue the use of and permanently delete from the Party's computer systems any and all of the other Party's software and other computer programs installed or provided by the other Party.

5. **OWNERSHIP.** All materials, including all copyrights, trademarks, logos and other identifying marks (collectively "Materials") of each Party are and shall remain the exclusive property of that Party, and except as otherwise specifically set forth in this Agreement, no license to use such Materials is granted pursuant to this Agreement. All Materials are proprietary and may not be reproduced, duplicated, or disseminated for any purpose. All non-third-party software installed or provided by one of the Parties for the other Party's use is proprietary software and the exclusive property of installing Party or its licensors.
6. **CONFIDENTIAL INFORMATION.**
 - a. Pursuant to providing the Services, either Party may gain access to the other Party's Confidential Information. Each Party will adopt commercially reasonable measures to protect the other Party's Confidential Information provided pursuant to this Agreement. For purposes of this Agreement, "Confidential Information" means:
 - i. All inventions, processes, designs, trade secrets, formulas and formulations, methods, know-how, samples, test, technology, standard operating procedure and other data, and other information relating to the development, analysis, regulatory files and correspondence, manufacturing and packaging in whatever form (written, oral, visual, electronic);
 - ii. All sales and marketing plans, future plans, business plans, financial information, results of consultancies, contracts, customer lists and relationships, and other information which may be needed to be disclosed by each Party to the other in relation to business negotiations in whatever form (written, oral, visual, electronic); and
 - iii. Any kind of information identified by one of the Parties as Confidential Information
 - b. Confidential Information does not include information which: (i) the recipient can demonstrate in writing to be rightfully known to recipient at the time it receives the information; (ii) has become publicly known through no wrongful act of the recipient; (iii) the recipient can demonstrate in writing to have been rightfully received by recipient from a third party authorized to make such communication without restriction; or (iv)

has been approved for release by written authorization of the discloser. A recipient may disclose Confidential Information if required by court or government action to be disclosed; provided, however, the recipient must first provide the discloser with reasonable prior, written notice of such disclosure so that the discloser may attempt to prevent such disclosure, and that the Confidential Information shall continue to be treated as Confidential Information for all other purposes.

- c. Each Party undertakes to hold any and all Confidential Information in confidence and to use it exclusively for the purposes set forth in this Agreement. Neither Party shall, directly or indirectly, make use of the Confidential Information of the other Party without the other Party's prior, written consent.
 - d. Syntrio and Client agree, except as otherwise set forth in this Agreement and unless otherwise required by law or compelled by a court of competent jurisdiction, not to disclose to a third party, without the prior written consent of the other Party, the Confidential Information, including the terms and/or conditions of this Agreement, including, without limitation, not disclosing or sharing a copy of this Agreement with any third party. The obligations of this Section 6 shall survive the termination or expiration of this Agreement for a period of 3 years.
7. **HIRING OF SYNTRIO EMPLOYEES.** In the absence of Syntrio's prior written consent, and for a period of twelve (12) months following the expiration or termination of this Agreement, for any reason whatsoever, Client agrees not to hire or engage, directly or indirectly, any person who, at any time during the twelve (12) months immediately preceding such hiring or engagement, was an employee of Syntrio employed to perform the Services or other services similar to the Services for any customer of Syntrio and Client agrees that the damages from a breach of this Section would be difficult to ascertain. Therefore, in the event Client breaches this provision, Client agrees to pay Syntrio, as liquidated damages and not as a penalty, a sum equal to twenty four (24) months pay for each former employee of Syntrio hired by Client, at the rate paid by Syntrio for the last full month of such employee's employment with Syntrio. In addition, Syntrio shall be entitled to temporary and permanent injunctions in order to prevent or restrain any such violation of this Section by Client or its partners, agents, representatives, servants, employers, employees and any and all persons directly or indirectly acting for or with Client. These remedies shall be in addition to, and not in limitation of, any other rights or remedies afforded to Syntrio under this Agreement or available to Syntrio at law or in equity.
8. **FORCE MAJEURE.** Except for payment obligations, the Parties shall not be responsible for failure to render any obligation due to causes beyond its reasonable control, including, but not limited to, work stoppages, fires, civil disobedience, pandemics, riots, rebellions, floods, war, acts of terrorism, delays in transportation, accident, failure of Client to provide a suitable operating environment for Syntrio, hardware malfunctions caused by defects in software or otherwise, failure of Client to allow Syntrio access to its computer system, acts of God and other similar occurrences. The obligations and rights of the Parties shall be extended on a day-to-day basis for the duration of excusable delay.
9. **REPRESENTATIONS AND WARRANTIES.** Each Party represents and warrants to the other Party that: (i) it has the full right, power and authority to enter into and to perform this Agreement; (ii) the execution, delivery and performance of this Agreement has been duly authorized by all necessary

corporate action; (iii) this Agreement constitutes a valid and binding obligation of such Party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally; and (iv) the execution, delivery and performance of this Agreement does not or will not violate or cause a breach or default under (a) the governing corporate or company documents of such Party; (b) any agreement, lease, mortgage, license or other contract to which such Party is a party; or (c) any law, rule, regulation, order, decree or consent action by which such Party is bound or to which it is subject.

10. **DISCLAIMER OF WARRANTIES.** SYNTRIO DOES NOT WARRANT THE UNINTERRUPTED OR ERROR- FREE OPERATION OR PROVISION OF THE DELIVERABLES, THAT THE DELIVERABLES WILL BE FREE FROM INTERRUPTION, THE DELIVERABLES WILL BE SECURE FROM UNAUTHORIZED ACCESS, THAT THE DELIVERABLES WILL DETECT EVERY SECURITY OR OTHER VULNERABILITY OF CLIENT'S COMPUTER SYSTEMS, OR THAT RESULTS GENERATED BY THE DELIVERABLES WILL BE ERROR-FREE, ACCURATE OR COMPLETE. ALL INFORMATION, MATERIALS AND DELIVERABLES ARE PROVIDED TO CLIENT "AS IS". EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, SYNTRIO HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

The Services may become unavailable due to any number of factors, including, without limitation, scheduled or unscheduled maintenance, technical failure of the software, telecommunications infrastructure, or the unavailability or interruption of access to the Internet. The disclaimers set forth in this Section shall apply regardless of whether (i) Syntrio determines that Client's computer systems are deemed "reasonably secure", (ii) Client performs such modifications to its computer systems as Syntrio suggests in order for Client's computer systems to be deemed "reasonably secure", or (iii) otherwise.

11. **LIMITATION OF LIABILITY.** SYNTRIO WILL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY OF THE FOLLOWING ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES: ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SYNTRIO IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR ANY LOSS OF PROFITS, LOSS OF DATA, EQUIPMENT DOWNTIME, BREACH OF CONFIDENTIALITY, WILLFUL MISCONDUCT, OR LOSS OF GOODWILL. IN ADDITION TO THE FOREGOING, CLIENT ACKNOWLEDGES AND AGREES THAT SYNTRIO'S AGGREGATE LIABILITY TO CLIENT FOR ANY DAMAGES, LOSSES, FEES, CHARGES, EXPENSES AND/OR LIABILITIES ARISING OUT OF OR WITH THIS AGREEMENT AND/OR THE DELIVERABLES SHALL NOT EXCEED THE FEES PAID BY CLIENT PURSUANT TO THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST OCCURRENCE OF THE APPLICABLE DAMAGES, LOSSES, FEES, CHARGES, EXPENSES AND/OR LIABILITIES.

Client acknowledges that the limitations on liability were specifically bargained for and are acceptable to Client. Client's willingness to agree to the limitations of liability set forth in this Section was material to Syntrio's decision to enter into this Agreement. The limitations on liability set for in this Section shall be enforceable to the maximum extent permitted by applicable law.

12. **GENERAL TERMS.** This Agreement is the entire agreement between Syntrio and Client and supersedes any prior understandings or written or oral agreements between Syntrio and Client

with respect to the subject matter of this Agreement. This Agreement may only be amended or changed pursuant to a written document duly executed by both Syntrio and Client. No waiver of a breach of any provision of this Agreement by any Party shall be construed as a waiver of a subsequent breach of the same or any other provision of this Agreement. If there is a conflict between the terms and conditions of any appendix, schedule, SOW, or other document of this Agreement, the following order shall control and take precedence: (i) the terms and conditions of this Appendix A (ii) each SOW (but only with respect to such SOW), and (iii) the remaining documents of this Agreement in the order in which they appear. Client's obligation to pay for any Services or other services received by Syntrio and each of the provisions of Section 3, 5 through 7, and 10 through 14 shall survive the expiration or earlier termination of this Agreement. The invalidity of any provision of this Agreement shall not affect the enforceability of the remaining Agreement or any other provision of the Agreement. All appendices and schedules to this Agreement are true, correct and hereby incorporated into by reference and made a part of this Agreement. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by Syntrio and Client and their successors and permitted assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise specifically agreed to in writing by Syntrio and Client. This Agreement and the rights and obligations of the Parties are not assignable without the prior written consent of the other Party. Any attempt by one of the Parties to assign this Agreement or any right, duty, or obligation which arises under this Agreement, without such consent, will be void. This Agreement shall not be construed to give any person other than Syntrio and Client any legal or equitable right, remedy or claim under or with respect to this Agreement. This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each Party will act as an independent entity and not as an agent of the other Party for any purpose, and neither will have the authority to bind the other. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and of equal force and effect, and all of which taken together shall constitute one and the same instrument. The Parties reserve the right to maintain an executed copy of this Agreement in electronic form only and agree that a print-out of such electronic form of this Agreement will be deemed an original for all purposes relating to the enforceability of the terms and conditions of this Agreement.

13. **NOTICES.** All notices required pursuant to this Agreement shall be written and shall be delivered by (i) hand-delivery; (ii) nationally recognized overnight delivery service (such as FedEx, UPS, DHL, or USPS Express Mail); or (iii) electronic mail with verification of receipt. All such notices and other communications shall be addressed to the other Party at the address set forth in this Agreement or to such other address as a Party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (i) on the date delivered if by hand-delivery; (ii) on the date delivered or the date delivery is refused by the recipient, if by nationally recognized overnight delivery service; or (iii) upon verification of receipt in writing by Syntrio management if by electronic mail.
14. **DISPUTE RESOLUTION.** Except as otherwise specifically set forth in this Agreement, the Parties hereby agree to resolve any and all controversies, claims and/or disputes arising out of this Agreement and/or any Services (each, a "Dispute") solely pursuant to the terms of this Section.
 - a. **Management Resolution.** All Disputes shall first be referred to the Parties' authorized representatives for discussion and resolution of the Dispute ("Management Resolution"),

which representatives are the individuals who have executed this Agreement on behalf of their Party.

- b. **Arbitration.** If Management Resolution fails to resolve the Dispute, then the Dispute shall be resolved by final, binding arbitration ("Arbitration") in Wichita Falls, Texas administered by the American Arbitration Association ("AAA") under the AAA's Commercial Arbitration Rules.
- c. **Governing Law; Venue; Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas (without giving effect to principles of conflicts of laws). For any action to compel Arbitration, enforce an Arbitration award or seek injunctive relief pursuant to this Agreement, the Parties hereby expressly consent to the (i) venue of Wichita County, Texas, USA, and each Party hereby expressly waives any objection to such venue based upon forum non-conveniens or otherwise; and (ii) jurisdiction of the state and/or federal courts in and/or for Wichita County, Texas, USA.
- d. **Prevailing Party Attorney's Fees.** In the event of any Arbitration, action to compel Arbitration, action to enforce an Arbitration award or action to seek injunctive relief pursuant to this Agreement, the prevailing Party in such proceeding shall be entitled to an award of their reasonable attorneys' fees and costs for each such proceeding, including the Arbitration, trial and for all levels of appeal.

Injunctive Relief; Cumulative Remedies. Each Party agrees that a violation or breach of any of the ownership or non-disclosure provisions of the Agreement could cause irreparable harm to the non-breaching Party for which monetary damages may be difficult to ascertain or an inadequate remedy. Therefore, each Party will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of the ownership or non-disclosure provisions of this Agreement, and each Party hereby expressly waives any objection, in any such equitable action, that the other Party may have an adequate remedy at law. The rights and remedies set forth in this Agreement are cumulative and concurrent and may be pursued separately, successively, or together.



Syntrio Solutions, LLC ("Syntrio") Statement of Work

syntrio.net

This Statement of Work No. 170363, including all schedules hereto ("**Statement of Work**" or "**SOW**"), is entered into by Syntrio Solutions, LLC ("**Syntrio**") and Montague County ("**Client**") pursuant to MSA #C1927-2023-R01, and will be governed by, the terms and conditions of the Master Services Agreement between Syntrio and Client having as its effective date March 27, 2023 (the "**Agreement**") which is incorporated by reference within this SOW. Syntrio and Client are each referred to individually herein as a "**Party**" and, collectively, as the "**Parties**".

This Statement of Work sets forth the agreement of the Parties regarding the Deliverables that Syntrio will supply, perform, and deliver to and for Client in accordance herewith and the Agreement.

SOW Effective Date: The effective date of this Statement of Work is March 27, 2023.

SOW Effective Date:	The effective date of this Statement of Work is March 27, 2023.
SOW Term:	This Statement of Work will become effective on the SOW Effective Date and will continue in effect until the earlier of the following: (i) February 29, 2028 or (ii) its termination pursuant to Section 4 (<u>Term and Termination</u>) of the Agreement.

Client Point of Contact		Syntrio Point of Contact	
Name:	Jessica Moster	Name:	Jared Elkins
Title:	IT Director	Title:	Sales
Address:	PO BOX 475 Montague, Texas 76251	Address:	915 9 th Street Wichita Falls, Texas 76301
Telephone:	940-894-2549	Telephone:	940-704-1526
Facsimile:		Facsimile:	
Email:	jthomas@montaguesheriff.com	Email:	jelkins@wfpcnet.com



The following telephone numbers will be ported from your current telephone carrier to Siptrunk.com for use on your new phone system. This list is NOT to include faxes, alarms or elevators.

Client must provide a recent copy of phone bill that includes account number, numbers listed, & account holder name. Upon signing this document, the client agrees that the listed numbers are true & accurate.

The voice service for phone system will be quoted and billed separately by SIPTRUNK.COM

940-894-2001	940-894-2548	940-894-2805
940-894-2004	940-894-2549	940-894-2831
940-894-2012	940-894-2550	940-894-2871
940-894-2055	940-894-2551	940-894-2881
940-894-2066	940-894-2552	940-894-2891
940-894-2077	940-894-2553	940-894-3110
940-894-2131	940-894-2554	940-894-3601
940-894-2161	940-894-2555	940-894-3834
940-894-2222	940-894-2556	940-894-3881
940-894-2261	940-894-2558	940-894-3999
940-894-2401	940-894-2560	940-894-6090
940-894-2461	940-894-2561	940-894-6121
940-894-2491	940-894-2562	940-894-6171
940-894-2540	940-894-2563	940-894-6203
940-894-2541	940-894-2564	940-894-6211
940-894-2542	940-894-2565	940-894-6448
940-894-2543	940-894-2566	940-894-6601
940-894-2544	940-894-2567	
940-894-2545	940-894-2571	
940-894-2546	940-894-2616	
940-894-2547	940-894-2715	



Deliverables:

Syntrio will provide the Deliverables to Client under this SOW set forth below and within proposal 170363.

Installation of Syntrio TAAS package includes:

- Extension name changes
- PBX Updates as needed from 3CX
- 3CX Web client & Mobile app
- 3CX Welcome email
- User Training
- Closed messages for holidays/inclement weather
- Call flow additions & changes
- BLF Changes/Additions
- Weekly Backup of PBX
- Firmware Updates as needed for devices
- Trunk/SBC Monitoring
- PBX Support & Troubleshooting
- Verify outbound caller id is correct for emergency services
- Call recordings for up to 90 days

Backout Plan:

- Port all numbers back to original carrier and remove all installed equipment.

Pre-Testing Plan:

- N/A

Location:

Unless indicated otherwise below, the Deliverables will be provided by Syntrio from its facilities and onsite at Client location(s), where required.

Fees:

- All service/labor requested and performed which falls outside of the provided services and support described herein or due to misuse of equipment will be billed separately.



Special Terms and Conditions:

Syntrio retains ownership and shall maintain all equipment for the duration of the agreement term.

Client shall procure and continuously maintain and pay for all risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the Equipment.

If Client requests the enabling of call recording, it is Client's responsibility to notifying their personnel that calls are being recorded and to notify inbound callers either verbally at the beginning of the call or via recorded message by digital receptionist that calls are recorded.

Standard Support Requests: All standard support for Client will be handled by our VOIP Help Desk technicians and/or elevated as needed to a subject matter expert. The Help Desk hours of operation are standard workdays, Monday through Friday, 8:00 am to 5:00 pm. Examples of standard support include, but are not limited to, voicemail pin, 3CX Welcome email, password reset, device offline, etc. Standard support requests can be communicated via email message voip-help@wfpcnet.com or by calling our office at 940-322-9990.

Change Requests: Client must provide a list of authorized change approvers. Change requests are required for any action that impacts the phone system as a whole or has the potential to disrupt service or security. Examples of changes rising to this level include, but are not limited to, changes to call flow, deletion of extensions, deletion of recordings, regeneration of extension info, etc.

Exclusions: Replacement of failed Equipment included in this agreement is covered by Syntrio, with the following exceptions.

- Damage caused by outside natural occurrences, such as lightening, fire, power surge, folds, acts of nature or anything deemed similar.
- Defects resulting from unauthorized modification, misuse, vandalism, alterations of serial numbers, other causes unrelated to defective workmanship, or failures related to batteries of any type used in connection with the products sold.
- Gross mishandling of devices, examples include; wall mounted device with handset cracked from users failing to properly replace handset on receiver, water damage to handsets and SBC.



Syntrio Solutions, LLC ("Syntrio") Statement of Work

By the signature of its respective authorized representative, each of the Parties acknowledges the receipt, and the value and adequacy, of the consideration for entering into this Statement of Work and agrees to be bound by all the terms hereof.

CLIENT

SYNTRIO SOLUTIONS, LLC ("SYNTRIO")

By: DocuSigned by:
Kevin Benton
187668A767AC408...

By: DocuSigned by:
Bryan Gibson
F7D4FEB88AED480...

Name: Kevin Benton

Name: Bryan Gibson

Title: County Judge

Title: Director of Managed Services

Date: 3/27/2023

Date: 3/27/2023

Syntrio

Phone: 940-322-9990
 Fax: 940-322-9944
 915 9th Street, LIC: B20153
 Wichita Falls, TX 76301



Quote

No.: **170363**
 Date: **3/21/2023**

Prepared for:
 JESSICA MOSTER (940) 841-9646
 MONTAGUE COUNTY
 PO BOX 475
 MONTAGUE, TX 76251 USA

Prepared by: Jared Elkins
 Account No.: 1539
 Phone: (940) 894-2549
 Job: Prepared By Travis Bales

Quantity	Item ID	Description	UOM	Sell	Total
TIPS#: 220101, 220105, 22010701					
1.00	CNRT-PCNET-01	SYNTRIO MONTHLY PHONE HARDWARE AGREEMENT FOR 60 MONTHS	EA	\$1,050.00	\$1,050.00
97	TEL-YLNK-26	Yealink T46U 16-Line Gigabit IP Phone 4.3" Color Display	EA	\$0.00	\$0.00

NOTE: Initial setup will be on a separate quote if applicable.

Your Price:
Total:
\$1,050.00

Prices are firm until 3/26/2023 Terms: Net 30

Quoted by: Jared Elkins, jelkins@wfpcnet.com

Date: 3/21/2023

Accepted by:

DocuSigned by:

 187688A797AC408...

Date:
 3/27/2023

Disclaimer

All prices quoted are valid for 5 business days. Please fax signed quote to (940) 322-9944 or email to tbales@wfpcnet.com so that your order can be placed. Thank you for your business.

Syntrio

Phone: 940-322-9990
 Fax: 940-322-9944
 915 9th Street, LIC: B20153
 Wichita Falls, TX 76301



Quote
 No.: **170364**
 Date: **3/21/2023**

Prepared for:
 JESSICA MOSTER (940) 841-9646
 MONTAGUE COUNTY
 PO BOX 475
 MONTAGUE, TX 76251 USA

Prepared by: Jared Elkins
 Account No.: 1539
 Phone: (940) 894-2549
 Job: Prepared By Travis Bales

Quantity	Item ID	Description	UOM	Sell	Total
TIPS#: 220101, 220105, 22010701					
4th Floor:					
1	RACK-ICC-15	ICC 4POST 7FT RACK ASSEMBLY 2 SIDED	EA	\$850.00	\$850.00
1	RACK-ICC-13	ICC 5FT LADDER RACK FOR FLOOR MOUNT RACK	EA	\$131.00	\$131.00
1	RACK-ICC-11	ICC J-BOLT KIT W/HARDWARE TOP RACK MNT	EA	\$66.00	\$66.00
1	RACK-ICC-12	ICC J-BOLT KIT W/HARDWARE WALL PLATE	EA	\$50.00	\$50.00
2	RACK-ICC-16	ICC 48-PORT PATCH PANEL CAT6	EA	\$284.00	\$568.00
2	SWI-HP-115	Aruba Instant On 1930 48G Class4 PoE 4SFP/SFP+ 370W Switch - 48 Ports - Manageable - 3 Layer Supported - Modular - 370 W PoE Budget - Optical Fiber, T	EA	\$1,610.00	\$3,220.00
1	UPS-APC-85	APC Smart-UPS 1500VA LCD RM 2U 120V with SmartConnect	EA	\$1,120.00	\$1,120.00
2nd Floor:					
Using Existing Wall Rack					
2	RACK-ICC-16	ICC 48-PORT PATCH PANEL CAT6	EA	\$284.00	\$568.00
2	SWI-HP-115	Aruba Instant On 1930 48G Class4 PoE 4SFP/SFP+ 370W Switch - 48 Ports - Manageable - 3 Layer Supported - Modular - 370 W PoE Budget - Optical Fiber, T	EA	\$1,610.00	\$3,220.00
1	UPS-APC-85	APC Smart-UPS 1500VA LCD RM 2U 120V with SmartConnect	EA	\$1,120.00	\$1,120.00
Sheriff's Office:					
*** (Move 3rd floor rack to sheriffs office)***					
2	RACK-ICC-16	ICC 48-PORT PATCH PANEL CAT6	EA	\$284.00	\$568.00
2	SWI-HP-115	Aruba Instant On 1930 48G Class4 PoE 4SFP/SFP+ 370W Switch - 48 Ports - Manageable - 3 Layer Supported - Modular - 370 W PoE Budget - Optical Fiber, T	EA	\$1,610.00	\$3,220.00
1	UPS-APC-85	APC Smart-UPS 1500VA LCD RM 2U 120V with SmartConnect	EA	\$1,120.00	\$1,120.00

Quote

No.: **170364**

Date: **3/21/2023**

Quantity	Item ID	Description	UOM	Sell	Total
Annex:					
3	SWI-HP-115	Aruba Instant On 1930 48G Class4 PoE 4SFP/SFP+ 370W Switch - 48 Ports - Manageable - 3 Layer Supported - Modular - 370 W PoE Budget - Optical Fiber, T	EA	\$1,610.00	\$4,830.00
151.00	CABLE DROP	Network Cable Drop	EA	\$190.00	\$28,690.00
*** Will Remove Cables for Destruction ***					
1	LABOR	Installation / Configuration	EA	\$18,310.00	\$18,310.00

Your Price: \$67,651.00

Total: \$67,651.00


Prices are firm until 3/26/2023

Terms: Net 30

Quoted by: Jared Elkins, jelkins@wfpcnet.com

Date: 3/21/2023

Accepted by:

DocuSigned by:

 187698A787AC408...

Date: 3/27/2023

Disclaimer

All prices quoted are valid for 5 business days. Please fax signed quote to (940) 322-9944 or email to tbales@wfpcnet.com so that your order can be placed. Thank you for your business.

QUOTE



QUOTE #
777781

QUOTE DATE
March 23, 2023

Syntrio
Isaiah Garcia
9403229990
voip-help@wfpnet.com

QUOTED TO:
Montague County
Jared Elkins
915 9TH ST, STE 101
WICHITA FALLS, TX 76301-3424

Customer # 413441148

Qty	Item	Unit Price	Subtotal
19	Fax to Email DID	\$14.95	\$284.05
21	Enhanced Local DID with e911 - Setup	\$2.00	\$42.00
21	Enhanced Local DID with e911	\$2.50	\$52.50
8	Standard Local DID - Setup	\$1.00	\$8.00
8	Standard Local DID	\$1.00	\$8.00
1	8000 Minutes Package	\$125.00	\$125.00
10	Standard Local DID	0.00	0.00
1	Enhanced Local DID with e911	0.00	0.00
1	Toll Free DID	0.00	0.00
	STATE SALES TAX		31.32
	CITY SALES TAX		10.02
	FEDERAL COST RECOVERY FEE		4.02
	Regulatory Recovery Fee		18.78
	9-1-1 EQUALIZATION FEE		0.06
	WICHITA-WILBARGER DST 9-1-1 FEE		1.07
	FEDERAL UNIVERSAL SERVICE FEE		27.50
	First Month Charges (includes setup)		\$612.32
	Monthly Recurring Charges		\$562.32

Taxes and prorated credit subject to change based on date of order.