

Supplement for Support Plans

Customer Name and Invoice Address:
Pinellas County
315 Court Street
Clearwater, FL 33756-5338

Company Office Address:
2650 N. Military Trail
Boca Raton, FL 33431

Reference Agreement No.: PIN-0120-APS01

Reference Exhibit No.: Atos Support Plan

Term Commencement Date: 04/01/2020

Supplement Effective Date: Upon Signature

This Supplement for Atos Support Plans, when signed by Atos IT Solutions and Services, Inc. (Company) and the Customer (you) is Company's acceptance of the order from the Customer (you) for services for Company Applications, Products and Software, except as specified below, under the Maintenance Support Plans and Options (collectively, a "Plan") selected for the Company Applications, Products and Software installed at each of your Premises and which are identified on a Summary of Covered Products in the Quote Estimate (Quote), which is attached to this Supplement and is incorporated herein by reference (Covered Products). A summary of the Plan for the Covered Products (Services) is described below. If you require a Purchase Order for this Supplement, Company's acceptance of the Purchase Order from you is subject to incorporation of this Supplement into the Purchase Order, and Company's acceptance of the Purchase Order. Any inconsistent or pre-printed terms on your Purchase Order or written notification from you without the prior written agreement of Company is void.

As used in the Supplement and the Plan only, the term "Purchase Price" means charges for the Services selected in this Supplement. The initial Purchase Price for each Plan and their Options is specified in the Quote, which is attached to this Supplement and is incorporated herein by reference and does not include taxes. Applicable taxes will be reflected in Company's invoices to you.

The parties agree that the Plan, the Quote and the terms in the referenced Agreement apply to this Supplement and are incorporated herein by reference. The foregoing notwithstanding, Services for the Interactive Voice Response Product (IVR Product), and any third-party Products provided by Company, including SpectraLink and/or Polycom wireless systems (Link/NetLink) and related handsets, are not covered under this Supplement. Services for these Products may be covered under separate agreements.

CONTRACT TERM				Five (5) Years	Three (3) Years	One (1) Year
Custom Term:	Year(s)	Month(s)	Day(s)	SELECTED		

CUSTOMER LOCATIONS	Primary Location	Secondary Location	Tertiary Location
Covered Product location address (Premises)	AS LISTED ABOVE		
Customer (CMR) No.	7760033		
Quote No. (Attached)	7760033-20		

MAINTENANCE SUPPORT PLAN	Primary Location	Secondary Location	Tertiary Location
- Coverage hours: 8 a.m. and 5 p.m., Monday through Friday, local time, excluding Company holidays - Priority 1 Incident Remote Response within two (2)-hours of an Incident; - Priority 2 Incident Remote Response within four (4) -hours of an Incident; - Priority 3 Incident Remote Response within eight (8)-hours of an Incident - Call Desk: 24x7x365 - Remote Level 1 troubleshooting and error resolution - Level 2 and Level 3 support and error resolution - Reactive provision of Software Maintenance Releases - Configuration Restoral from Customer provided back up	SELECTED		

MAINTENANCE SUPPORT PLAN OPTIONS	Primary Location	Secondary Location	Tertiary Location
Coverage Hours Option: Upgrade coverage hours for Priority 1 Incidents: - Twelve (12) hours a day, six (6) days a week, Monday through Saturday excluding Company holidays - Twenty-four (24) hours a day, seven days a week, 365 days a year, including Company holidays	SELECTED		
Remote Response Option: Upgrade Remote Response for Priority 1 Incidents: - One (1) hour - Thirty (30) minutes			
On-Site Response Option: On-Site Response to Incidents: Priority 1: - Four (4) hours - Two (2) hours Priority 2 Next Business Day Priority 3: Within five (5) business days	SELECTED SELECTED SELECTED		
Telephone Replacement Options Advance Hardware Replacement: Next business day Advance Hardware Replacement for telephones On-site Replacement: Next business day on-site telephone replacement (Requires On-Site Response Option)			
Parts Provision Options Advance Hardware Replacement: Next business day Advance Hardware Replacement On-site Replacement: Next business day on-site Part replacement (Requires On-Site Response Option)	SELECTED		
Routine Remote Software MAC Option			
Self-Maintainer Option			

MANAGED SERVICES PLANS	Primary Location	Secondary Location	Tertiary Location
System Monitoring System Monitoring Services: 24x7x365. Thirty minute remote response.			

MANAGED SERVICES PLANS	Primary Location	Secondary Location	Tertiary Location
Service Desk - Service Desk Services: 8 a.m. to 5 p.m., Monday through Friday, excluding company holidays Service Desk Options Service Desk Services Coverage Hours Option: Upgrade coverage hours: - Twelve (12) hours a day, six (6) days a week, Monday through Saturday, excluding Company holidays			

Twenty-four (24) hours a day, seven (7) days a week, 365 days a year, including Company holidays			
Service Level Management - Semi-annual - Quarterly - Monthly			
Release Planning and Patch Management			
Backup and Recovery			

OPENScape SOFTWARE ASSURANCE	Primary Location Quantity	Secondary Location Quantity	Tertiary Location Quantity
(Detailed in Quoting Tool Output)	SELECTED		

1. CONDITIONS FOR SERVICES

Any performance by Company under each Plan is subject to, and contingent upon, credit approval or worthiness, at Company's sole discretion. Company reserves the right to modify or withdraw credit terms at any time without notice, and to require guarantees, security or payment in advance of delivery of the Services.

2. TERM

The Plan will have a term of service as specified, (Term) commencing on the Term Commencement Date specified in the Supplement for the Covered Products installed at the Premises. The Term will be renewed automatically for successive one-year terms subject to Company's then-current Supplement including the Plan, then-current Attachments, if applicable, and then-current Quote for the Plan, unless either party gives the other party written notice of its intent not to renew at least ninety (90) days' prior to the expiration of the Term (Extended Term).

The Term may be terminated earlier in accordance with the terms described in Section 4.

3. PURCHASE PRICE, PAYMENT AND CHANGES

(a) Purchase Price

The Purchase Price specified on the Quote in the initial Supplement is based on: (a) the Plan and Options, selected by you; and (b) the Summary of Covered Products specified in the Quote.

Adjustments to the Purchase Price specified in the Quote may be made before the Term Commencement Date to reflect additions and deletions based on the charges in effect at the time you and Company signed the Supplement. Any Products added to the initial Supplement will be serviced in accordance with the applicable Services available for that particular type of Product.

Company will review the Covered Products during the term for additions and deletions and will make appropriate adjustments to the Purchase Price. Notwithstanding the foregoing, for MAC Products on a Schedule A Ordering Document that receive a specific stand-alone warranty from Company, Company will invoice you for the incremental Services for such MAC Products immediately upon the expiration of the warranty period and not on the annual anniversary date of the Plan. All additions will be subject to Company's then-current Purchase Price.

For any subsequent Extended Term, Company will charge you its then-current charge for the applicable Services. The applicable revised Services charge will be effective on the Renewal Term Commencement Date.

(b) Changes

You may request to increase the number of any Covered Products that appear on the Summary of Covered Products in the Quote. In such event, if Company accepts, the Quote will be revised and signed by the parties. The revised billing will be invoiced to you based on the applicable Purchase Price of Services for the Covered Products, which will be based on the same Purchase Price for Services for the same type of Covered Products specified in the Quote. Deletions, or reductions, if any, to the Services will be credited subject to a reduction liability charge that will be set forth in a revised Quote and which will consist of Company's non-recoverable charges related to the reduction, and the termination charges defined below in Section 4. Any unpaid reduction liability charges as of the termination of the Plan shall be paid to Company within thirty days of such termination. All adjustments to the billing amount in the Quote will be processed in the next billing cycle.

In the event Customer requests services outside of their selected Plan and/or options on this Supplement, Atos will provide project work estimate including hours and rates, in advance of billing, for Customer review and acceptance.

(c) Payment

Company will invoice you the Purchase Price annually in advance, or as mutually agreed. Software Assurance will be invoiced to you separately from invoices for Maintenance Services and Managed Services and will be invoiced annually in advance.

You agree to pay to Company the Purchase Price and other charges due hereunder. Payment is due within forty-five (45) days after your receipt of each Company invoice. Payments are subject to requirements of the Florida Prompt Payment Act, sections 218.70-218.80, Florida Statutes, as may be amended from time to time. You agree to provide Company written notice of a dispute with invoiced charges within forty-five (45) days of your receipt of each invoice and agree to only withhold payment for invoiced charges that are disputed on an invoice. In the event your undisputed payments are not current under the Supplement, or the Agreement for Products or Services relating to the Covered Products, Company will issue you written notice. If your

payment is not received within forty-five (45) days after the date of such written notice of delinquency. Company, at its option, may suspend its performance of the Services

4. EARLY TERMINATION

Upon ninety (90) days' prior written notice to Company, which shall be given to Company at atos.maintenance@atos.net in order to be effective, you may terminate a Plan at any time during a Term which termination will be effective at the end of the then-current Term. A multi-year term cannot be terminated for convenience. Upon ninety (90) days' prior written notice to Company at atos.maintenance@atos.net a multi-year Term may terminate at the end of the multi-year period. Company will invoice you, and you agree to pay Company, an amount equal to the Purchase Price under the Plan for the remaining period of the Term then in effect.

5. SERVICES FOR ADDITIONAL CHARGE

You will be billed at Company's then-current hourly time and material charges for Services performed by Company due to any of the following circumstances:

- a) Your failure to timely perform Customer Responsibilities specified in the Plan including but not limited to your failure to follow Company's or the manufacturers' installation, maintenance, environmental or operational instructions for the Products;
- b) Events of Force Majeure;
- c) Theft, vandalism, malicious or criminal acts (including but not limited to, worms, Trojan horses or viruses);
- d) Water damage;
- e) Work performed by persons other than Company personnel or without Company supervision or prior written approval;
- f) Changes to the operating system, network or environment that adversely affects the Software within a Product;
- g) Introduction of data into any database used by the Covered Product Software by any means other than the use of the Product Software;
- h) Use of the Covered Products in a manner for which they were not designed;
- i) Use of the Covered Product Software on equipment other than the equipment for which such Covered Product Software was designed and licensed;
- j) Interconnection of the Covered Product Software by qualified personnel with other software other than through Company provided interfaces and tools as described in the Covered Product's documentation; or
- k) Service calls necessitated by products that are not Covered Products or requested on an expedited basis.

You understand and agree that solutions provided by the Company rely on your network infrastructure, the internet, and the carrier's network for voice quality which is out of the control of the Company. Therefore, you acknowledge that the Company, its partners or agents cannot assure the performance of the solution within your network infrastructure under the terms of the warranty or these Services. You may experience difficulties in solution performance, reliability, and security depending upon the Customer's network configurations/ design and topologies, even when the Product is performing as warranted.

You understand and acknowledge that in event of voice quality degradation, you will use reasonable efforts and attempt to isolate and remedy the root cause of the issue on the network infrastructure or the carrier's network prior to contacting the Company.

You also understand and acknowledge that in the event that an issue is discovered which adversely affects the performance of the Products which the Company, or its partners or agents determines is related to your network or network infrastructure, including third party issues such as telco, network configuration, network design, cabling, etc., you may be charged a rate as set forth in the Company's then current price list for professional services required to identify or remedy the problem.

6. SOFTWARE LICENSE TERMS

Software Maintenance Releases delivered to you under a Plan are subject to the Software license terms between you and Company.

7. DISCLAIMER OF WARRANTY

THE MAINTENANCE SERVICES AND MANAGED SERVICES HEREUNDER WILL BE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER AND ARE IN ALL OTHER RESPECTS PROVIDED WITH NO WARRANTY OF ANY KIND AND COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, STATUTORY OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. PRODUCTS END OF SUPPORT

Company may discontinue or limit its Services in the event Company declares "end of life and/or support" or similar designation (End of Support) for such Covered Products. Upon such End of Support declaration, Company will use reasonable efforts to provide ninety (90) days prior written notice to you in accordance with the terms in Section 10.

9. RECRUITING AND HIRING

For a period of one year after the expiration or termination of the Term or, if applicable, Extended Term, you will not recruit or attempt to hire Company employees, subcontractors or agents, who perform Services for you, without Company's prior written consent.

10. NOTICES

Any notice required under this Supplement will be in writing and delivered to the addresses specified on page one. Such notice may be sent by: (a) certified mail, return receipt requested; (b) overnight delivery service; or (c) facsimile; and will be deemed to have been given in the case of certified mail, five days after the date of mailing, in the case of overnight delivery, one day after being given to an express overnight courier, or in the case of facsimile, upon transmission as indicated by confirmation. In addition to any mailed correspondence, any notices you send to Company shall be sent to Company at atos.maintenance@atos.net. Either party may from time to time change its address or designee for notification purposes by giving the other party written notice of the new address or designee and the date upon which it will become effective as may be specified by similar notice.

Accepted by:

Pinellas County Board of County Commissioners

Customer

By

Pat Gerard

Authorized Signature

Commissioner Pat Gerard

Name (Type or Print)

April 21, 2020

Date

Accepted by:

Atos IT Solutions and Services, Inc.

By

Patrick Goodwin

Authorized Signature

Patrick Goodwin

Name (Type or Print)

2/25/2020

Date

APPROVED AS TO FORM

Jacina Haston

JACINA HASTON

OFFICE OF THE COUNTY ATTORNEY

ATTEST: KEN BURKE, CLERK

By:

Ken Burke

Deputy Clerk



CUSTOMER # : 7760033
CUSTOMER : PINELLAS COUNTY
ADDRESS : 315 COURT ST
CLEARWATER, FL 33756-5338

QUOTE NUMBER : 7760033-20
QUOTE DATE : 2/25/2020
QUOTE EXPIRATION DATE : 3/31/2020
APS # : PIN-0120-APS01

CONTRACT TERM : 5 Year Term - 4/1/20-3/31/25

	<u>Year 1 - 4/1/20-3/31/21</u>	<u>Year 2 - 4/1/21-3/31/22</u>	<u>Year 3 - 4/1/22-3/31/23</u>	<u>Year 4 - 4/1/23-3/31/24</u>	<u>Year 5 - 4/1/24-3/31/25</u>
ATOS Maintenance	\$ 122,932.02	\$ 122,932.02	\$ 122,932.02	\$ 122,932.02	\$ 122,932.02
Software Assurance (SWA)	\$ 143,069.80	\$ 143,069.80	\$ 143,069.80	\$ 143,069.80	\$ 143,069.80
Softcom Support	\$ 8,543.40	\$ 8,714.27	\$ 8,888.55	\$ 9,066.32	\$ 9,247.65
ASC Support	\$ 16,551.75	\$ 16,882.79	\$ 17,220.44	\$ 17,564.85	\$ 17,916.15
OSCC VP Genesys Support	\$ 9,064.95	\$ 9,246.25	\$ 9,431.17	\$ 9,619.80	\$ 9,812.19
ANNUAL TOTALS	\$ 300,161.92	\$ 300,845.12	\$ 301,541.99	\$ 302,252.79	\$ 302,977.81

TOTAL 5 YEAR TERM : \$ 1,507,779.63

Any additions made during the Term will be added prorated/co-term into the current coverage year.

Quote prepared by : Karen Clark 972-756-4019 karen.2.clark@atos.net
UN FY 2650 N Military Trail Boca Raton, FL 33431

11/30/2017
rev : 4.0/032114k/c

Remit payments to :
UN FY, Inc. PO Box 99076 Chicago, IL 60693-9076

CUSTOMER # : 7760033
CUSTOMER : PINELLAS COUNTY
ADDRESS : 315 COURT ST
 CLEARWATER, FL 33756-5338

QUOTE NUMBER : 7760033-19
QUOTE DATE : 2/25/2020
QUOTE EXPIRATION DATE : 3/31/2020

TERM : 4/1/20-3/31/21 - Year 1
EXTENDED TERM : Five Year Term

COVERAGE : PRIORITY 1: ON-SITE, 24 x 7, 2 HR REMOTE RESPONSE, 4 HR ONSITE RESPONSE
 PRIORITY 2,3 : 8AM-5PM, MON-FRI

PART COVERAGE : ONSITE REPLACEMENT

PHONE COVERAGE : NONE

REMOTE MAC : NO

QTY	EQUIPMENT / APPLICATION DESCRIPTION	LIST PRICE	UNIT ANNUAL PRICE	EXTENDED ANNUAL PRICE
1	OpenScape Voice Base System	8,712.00	3,920.40 \$	3,920.40
10161	OpenScape Voice Dynamic License	15.24	6.86 \$	69,684.14
1	OpenScape Voice Redundant License	1,978.28	890.23 \$	890.23
3	OpenScape Branch 50	185.63	83.53 \$	250.59
13	OpenScape Branch 250	655.25	294.86 \$	3,833.21
4	OpenScape Branch 1000	1,017.23	457.75 \$	1,831.01
3	OpenScape Branch 6000	1,210.28	544.62 \$	1,633.87
1	OpenScape UC Application Base System	2,362.50	1,063.13 \$	1,063.13
210	OpenScape UC Application User License	9.00	4.05 \$	850.50
3075	Xpressions Voice License	4.60	2.07 \$	6,359.72
1725	Xpressions Unified License	8.27	3.72 \$	6,418.04
1	OpenScape Contact Center Base	1,435.52	645.99 \$	645.99
504	OSCC E Essential User	127.61	57.42 \$	28,941.49
1	Mediatrix 4102 - 2 Port Analog Adapter	37.58	16.91 \$	16.91
4	Mediatrix 4108 - 8 Port Analog Adapter	150.16	67.57 \$	270.29
6	Mediatrix 4116 - 16 Port Analog Adapter	220.81	99.36 \$	596.18
57	Mediatrix 4124 - 24 Port Analog Adapter	277.65	124.94 \$	7,121.84
2	Siemens Session Border Controller 6000	475.28	213.88 \$	427.76
1000	OpenScape SBC Session License	2.98	1.34 \$	1,339.20
1	OpenScape Web Collaboration Base Package	673.65	303.14 \$	303.14
1	OpenScape Web Collaboration Server License	164.16	73.87 \$	73.87
3	OpenScape Web Collaboration Room License	68.04	30.62 \$	91.85
15	OpenScape Mobile Office License	4.12	1.85 \$	27.78
RG87xx -- End of Life and NOT Supported				
Includes :			SUBTOTAL ANNUAL PRICE :	\$ 136,591.13
CJC	7811011		5 YR APO Discount :	\$ (13,659.11)
St. Petersburg	7778182		TOTAL ANNUAL PRE-TAX PRICE :	\$ 122,932.02
Mid County	7813417			
SAB	7762186			

Prices do not include applicable tax.

Terms : Net 45.

This Quote is valid only until the Quote Expiration Date referenced above.

This Quote does not include coverage for servers provided by Unify unless otherwise specifically noted above. Unify-provided servers are covered by the manufacturer's warranty after which time it is the customer's responsibility to obtain support.

This Quote is subject to, and if you accept this Quote you agree that the terms of the referenced Agreement for Products and Services (APS) or other agreement, whichever is applicable (Agreement), and the referenced Exhibit(s) and referenced Statement(s) of Work apply to the Products and Services listed in this Quote. The prices in this Quote are valid provided Unify receives the applicable Ordering Document and, if applicable, the referenced Agreement, Exhibit and SOW, signed by you, on or before the Quote Expiration Date specified above, and these documents are acceptable to Unify.

MAINTENANCE EXCLUDES THE FOLLOWING: METAL JACK BOXES W/BRACKETS, CLEARTEL HSSIE06 BLACK HANDSET W/P17, INPUT MODULES FOR WEB RELAYS, ABSOLUTE REDUNDANT POWER SUPPLIES, REMOTE WEB RELAYS W/PWR SUPPLIES, SIP RADIO INTERFACE BOXES.

Quote prepared by : Karen Clark 972-756-4019 karen.2.clark@atos.net
 UNIFY 2650 N Military Trail Boca Raton, FL 33431

11/30/2017
 rev : 4 0/032114klc

Remit payments to :
 UNIFY, Inc. PO Box 99076 Chicago, IL 60693-9076



Software Assurance

CUSTOMER # : 7760033
 CUSTOMER : PINELLAS COUNTY
 ADDRESS : 315 COURT ST
 CLEARWATER, FL 33756-5338

QUOTE NUMBER : 7760033-19
 QUOTE DATE : 2/25/2020
 QUOTE EXPIRATION DATE : 3/31/2020

TERM : 4/1/20-3/31/21 - Year 1
 EXTENDED TERM : Five Year Term

COVERAGE : SOFTWARE ASSURANCE

QTY	EQUIPMENT / APPLICATION DESCRIPTION	LIST PRICE	UNIT ANNUAL PRICE	EXTENDED ANNUAL PRICE
1	L30220S0632M240 Openscape Voice Base System License	1,685.04	758.27 \$	758.27
10161	L30220S0632M241 Openscape Voice Dynamic Licenses	19.44	8.75 \$	88,888.43
1	L30220S0632M242 OpenScape Voice Redundancy License	1,195.20	537.84 \$	537.84
25151	L30220S0632M250 OpenScape Branch Registered Line License	1.80	0.81 \$	20,372.31
15	L30220S0632M180 OS Mobile for OSC Voice	11.79	5.31 \$	79.58
1	L30220S0632M285 Xpressions Base System	6.00	2.70 \$	2.70
3075	L30220S0632M287 Voice License Xpressions	7.08	3.19 \$	9,796.95
1725	L30220S0632M291 Unified License Xpressions	11.28	5.08 \$	8,756.10
2	L30220S0632M282 Xpressions Audio Conferencing Channel	59.04	26.57 \$	53.14
250	L30220S0632M281 Xpressions Single Fax License	2.40	1.08 \$	270.00
1	L30220S0632M100 OpenScape Contact Center Enterprise Base System	718.32	323.24 \$	323.24
504	L30220S0632M325 OSCC E Essential User	80.40	36.18 \$	18,234.72
1	L30220S0632M205 OS UC Application Base License	109.08	49.09 \$	49.09
210	L30220S0632M207 OS UC Appl Team/User License	10.56	4.75 \$	997.92
1962	L30220S0632M230 OS UC Personal Edition SIP License	6.00	2.70 \$	5,297.40
4	L30220S0632M204 OS UC TTS Port License (Voice Portal)	64.80	29.16 \$	116.64
2	L30220S0632M201 OS UC Auto Attendant Channel	115.56	52.00 \$	104.00
2	L30220S0632M202 OS UC Speech Application Channel	115.56	52.00 \$	104.00
100	L30220S0632M206 OS UC Application Audio Conference Channel	59.04	26.57 \$	2,656.80
3	L30220S0632M263 Web Collaboration Instant Meeting Room License	73.44	33.05 \$	99.14
1	L30220S0632M260 Web Collaboration Communications Server	82.44	37.10 \$	37.10
1000	L30220S0632M255 OpenScape SBC Session License	2.88	1.30 \$	1,296.00
1	L30220S0632M106 OSCC Central Reporting - Base License	300.16	135.07 \$	135.07
SUBTOTAL ANNUAL PRICE :				\$ 158,966.45
5 YR APO Discount :				\$ (15,896.64)
TOTAL ANNUAL PRE-TAX PRICE :				\$ 143,069.80

Prices do not include applicable tax.

Terms : Net 45.

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MAINTENANCE EXCLUDES THE FOLLOWING: METAL JACK BOXES W/BRACKETS, CLEARTEL HSSIE06 BLACK HANDSET W/PJ7, INPUT MODULES FOR WEB RELAYS, ABSOPULSE REDUNDANT POWER SUPPLIES, REMOTE WEB RELAYS W/PWR SUPPLIES, SIP RADIO INTERFACE BOXES.

Quote prepared by : Karen Clark 972-756-4019 karen.2.clark@atos.net
 UNIFY 2650 N Military Trail Boca Raton, FL 33431

11/30/2017
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TERM : 4/1/20-3/31/21 - Year 1
EXTENDED TERM : Five Year Term

COVERAGE : PRIORITY 1: 24 x 7, 2 HR REMOTE RESPONSE
 PRIORITY 2,3 : 8AM-5PM, MON-FRI
 UNIFY VENDOR COORDINATION

QTY	EQUIPMENT / APPLICATION DESCRIPTION	LIST PRICE	UNIT ANNUAL PRICE	EXTENDED ANNUAL PRICE
1	Softcom Analytics Support	8,985.30	8,543.40 \$	8,543.40
Includes :		SUBTOTAL ANNUAL PRICE : \$ 8,543.40		
CJC	7811011			
St. Petersburg	7778182			
Mid County	7813417			
SAB	7762186			
		TOTAL ANNUAL PRE-TAX PRICE : \$ 8,543.40		

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MAINTENANCE EXCLUDES THE FOLLOWING: METAL JACK BOXES W/BRACKETS, CLEARTEL HSSIE06 BLACK HANDSET W/PJ7, INPUT MODULES FOR WEB RELAYS, ABSOPULSE REDUNDANT POWER SUPPLIES, REMOTE WEB RELAYS W/PWR SUPPLIES, SIP RADIO INTERFACE BOXES.

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ASC Support

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PRIORITY 2,3 : 8AM-5PM, MON-FRI
UNIFY VENDOR COORDINATION

QTY	EQUIPMENT / APPLICATION DESCRIPTION	LIST PRICE	UNIT ANNUAL PRICE	EXTENDED ANNUAL PRICE
1	ASC Support	17,407.88	16,551.75 \$	16,551.75
Includes :		SUBTOTAL ANNUAL PRICE : \$ 16,551.75		
CJC	7811011	TOTAL ANNUAL PRE-TAX PRICE : \$ 16,551.75		
St. Petersburg	7778182			
Mid County	7813417			
SAB	7762186			

Prices do not include applicable tax.

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This Quote does not include coverage for servers provided by Unify unless otherwise specifically noted above. Unify-provided servers are covered by the manufacturer's warranty after which time it is the customer's responsibility to obtain support.

This Quote is subject to, and if you accept this Quote you agree that the terms of the referenced Agreement for Products and Services (APS) or other agreement, whichever is applicable (Agreement), and the referenced Exhibit(s) and referenced Statement(s) of Work apply to the Products and Services listed in this Quote. The prices in this Quote are valid provided Unify receives the applicable Ordering Document and, if applicable, the referenced Agreement, Exhibit and SOW, signed by you, on or before the Quote Expiration Date specified above, and these documents are acceptable to Unify.

MAINTENANCE EXCLUDES THE FOLLOWING: METAL JACK BOXES W/BRACKETS, CLEARTEL HSSIE06 BLACK HANDSET W/PJ7, INPUT MODULES FOR WEB RELAYS, ABSOPULSE REDUNDANT POWER SUPPLIES, REMOTE WEB RELAYS W/PWR SUPPLIES, SIP RADIO INTERFACE BOXES.

Quote prepared by : Karen Clark 972-756-4019 karen.2.clark@atos.net
UNIFY 2650 N Military Trail Boca Raton, FL 33431

11/30/2017
rev : 4.0/032114klc

Remit payments to :
UNIFY, Inc. PO Box 99076 Chicago, IL 60693-9076



OSCC Genesys Voice Portal Support

CUSTOMER # : 7760033
CUSTOMER : PINELLAS COUNTY
ADDRESS : 315 COURT ST
CLEARWATER, FL 33756-5338

QUOTE NUMBER : 7760033-19
QUOTE DATE : 2/25/2020
QUOTE EXPIRATION DATE : 3/31/2020

TERM : 4/1/20-3/31/21 - Year 1
EXTENDED TERM : Five Year Term

COVERAGE : PRIORITY 1: 24 x 7, 2 HR REMOTE RESPONSE
PRIORITY 2,3 : 8AM-5PM, MON-FRI
UNIFY VENDOR COORDINATION

QTY	EQUIPMENT / APPLICATION DESCRIPTION	LIST PRICE	UNIT ANNUAL PRICE	EXTENDED ANNUAL PRICE
1	OSCC Genesys Voice Portal Support	9,533.83	\$ 9,064.95	\$ 9,064.95
Includes :				
CJC	7811011			
St. Petersburg	7778182			
Mid County	7813417			
SAB	7762186			
TOTAL PRORATED PRE-TAX PRICE :				\$ 9,064.95

Prices do not include applicable tax.

Terms : Net 45.

This Quote is valid only until the Quote Expiration Date referenced above.

This Quote does not include coverage for servers provided by Unify unless otherwise specifically noted above. Unify-provided servers are covered by the manufacturer's warranty after which time it is the customer's responsibility to obtain support.

This Quote is subject to, and if you accept this Quote you agree that the terms of the referenced Agreement for Products and Services (APS) or other agreement, whichever is applicable (Agreement), and the referenced Exhibit(s) and referenced Statement(s) of Work apply to the Products and Services listed in this Quote. The prices in this Quote are valid provided Unify receives the applicable Ordering Document and, if applicable, the referenced Agreement, Exhibit and SOW, signed by you, on or before the Quote Expiration Date specified above, and these documents are acceptable to Unify.

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Quote prepared by : Karen Clark 972-756-4019 karen.2.clark@afos.net
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OpenScale Plans

This OpenScale Plans document describes the Atos IT Solutions and Services, Inc. (Company) Plans available to the Customer (you) for Services for Covered Products as described on the pricing page (Quote) of the Supplement Ordering Document (Supplement) or other Company Ordering Document. You may select up to three different support coverage and options at your site locations, as specified in the Supplement. Section 5 describes additional exclusions under the Plan. The Covered Products are installed at the Premises specified on the first page of the Supplement or other Company Ordering Document.

I. DEFINITIONS

Advance Hardware Replacement — Company will send a replacement Part to you when it is determined that Part replacement is required from a reported Incident. You will be responsible for replacing the defective Part, bringing the replacement Part into service, and you agree to ship the defective Part back to Company at your expense within ten days after your receipt of the replacement Part. If Company has not received the Part within twenty days of your receipt of the replacement Part, you agree to pay Company's then-current charges for the replacement Part.

Alarm Monitoring — Major and critical alarm generation by a HiPath 4000 IP System Covered Product or OpenScale Voice Covered Product, excluding attached servers, devices, applications, and/or gateways, directly to Company's Network Operations Center (NOC) for Error management. Customer notification and reporting are excluded.

Business Day — The period of time between 8 a.m. and 5 p.m., local time, Monday through Friday, excluding public holidays at the site where the equipment is located. A list of Company holidays is available from any Company office upon request.

Configuration Management — The control and reported tracking of inventoried Covered Products recorded by you as service assets and configuration items.

Configuration Restoral — Company will re-load Software under the Plan to an inoperative IP System Product or OpenScale Voice Application or Product based on the latest customer-provided Software backup version provided to Company by you.

Coverage Hours — The period of time during which Company will perform the Services pursuant to the Plan and Plan options you purchase. Routine maintenance, such as the application of patches or software bug fixes and Software Maintenance Releases, will be executed during the Business Day. Requests to perform these tasks outside of the Business Day will be subject to incremental charges at the Company's then-current hourly rates.

Covered Products — The specific Products eligible to receive Services under this Plan, and which are specified in an attachment to the Supplement. The Covered Products must be installed within the continental United States or Canada. Covered Products may be updated as needed and agreed by you and the Company pursuant to the Supplement.

Customer Responsibilities — You are responsible for performing the following tasks as applicable. You agree to:

- a) Follow the installation, maintenance, environmental or operational instructions for the Covered Products as described in the applicable Product's documentation, (e.g., maintain a current back-up of the Product's database and system files, and store the database and system files in a secure location);
- b) To the extent you perform administrative or maintenance tasks on Covered Products, you must ensure your personnel are properly trained by the Company, or the applicable Company supplier, regarding the use and application of the Software and Covered Products or other equipment on which the Software is loaded or operating;
- c) Apply software, firmware updates to telephone end-points, personal computers, and/or soft clients when provided by the Company;
- d) Configure the Software applications to reflect any changes to your network after the Cutover, Implementation or Installation Date of the Software applications;

- e) Ensure that the applicable Software application is provided the necessary network account and permissions to ensure full functionality of that Software;
- f) Register the operating system of all servers supporting Covered Products with the applicable manufacturer to ensure availability of support, patches, updates, and bug/hot fixes;
- g) Ensure that the Software version level on any Company Software application that is covered under this Plan is at the currently available Software version level, or the currently available Software version level minus one;
- h) Ensure the security of your installed Products and network, including security against risks of intrusion and unauthorized use and anti-virus protection for such Products;
- i) Ensure that no Customer-provided software is installed on the dedicated server Products, unless you receive prior written approval from the Company;
- j) Provide to the Public Safety Answering Point (PSAP), employee information for the E911/Automatic Location Identification (ALI) database, and to maintain this information on an ongoing basis;
- k) Provide a Virtual Private Network (VPN) or secured internet connection via Secured Infrastructure for Remote Access (SIRA) or Smart Services Delivery Platform (SSDP) for remote diagnostics by the Company to the dedicated server Products on which the Software resides, at your expense:
 - i) Review the the Company-provided minimum specification for connectivity and work with the Company to coordinate the security, routing and other logistics; and
 - ii) Maintain connectivity to the Company network, including but not limited to, referring any network outages to your carrier service providers;
 - iii) Install SNMP read-only agents on your routers and switches within your data network at the Premises; and
 - iv) For OpenScale Voice Covered Products, provide a secondary secure VPN connection to the Company's NOC to allow product generated notification to the Company of critical and major alarms.
- l) Should you elect not to provide remote access to the Company via SIRA or SSDP, you must select on-site Services. Absence of such remote access voids any remote response Service Level Agreements.
- m) Provide full, free and safe access to the Covered Products and Premises in order for the Company to the Services under the Plan, including full and free remote access to all Covered Products;
- n) Maintain in accordance with the manufacturers' published specifications, the hardware and software components within dedicated servers or non-dedicated servers and modems required for any Software application under this Plan, and ensure that the servers and modems are installed at all times;
- o) Maintain your Local Area Network (LAN) and Wide Area Network (WAN) performance levels at levels equal to, but not less than, the requirements provided to you by the Company for the Covered Products;
- p) Ensure that any Parts and materials shipped to you for the Company's use under this Plan will be stored in a secure and environmentally controlled area until required by the Company;
- q) If you have selected the Self-Maintainer Option:
 - i) Ensure that your personnel have successfully completed the Company provided and recommended training for all Covered

Products and, if requested by the Company, provide evidence related thereto;

- ii) Provide the Company with the names of trained individuals; and
 - iii) Download and apply Software Maintenance Releases, patches, and bug fixes for the Covered Products prior to contacting the Company.
- r) Contract for and receive maintenance support services for third-party products in accordance with the supplier's published service plans unless otherwise covered by the Company hereunder.

Error — Any failure of a Covered Product to conform in all material respects to the specifications delivered to you on the Cutover, Implementation or Installation Date of the Covered Product.

Incident — Your report of an Error to the Company.

Level 1 Support — Remote Response for a Covered Product Incident.

Level 2 Support — Support Services provided by a Company Technical Assistance Center (TAC) engineer for an unresolved and escalated Level 1 Support Incident.

Level 3 Support — Engineering investigation and development support Services provided by a Company's Global Vendor Support (GVS) engineer for an unresolved and escalated Level 2 Support Incident.

On-Site Response — Arrival of a Field Service Technician (FST) at your Premises to provide Services on a Covered Product after the Company determines that on-site response is required.

Overtime Hours — Any time outside the Business Day. Unless otherwise included in the Coverage Hours of a purchased Plan option or you instruct the Company not to continue performance of Services beyond the Business Day, Services begun during the Business Day will be continued into Overtime Hours at the Company's then-current hourly overtime rates.

Part — Replacement part including components thereof.

Parts and Materials — Replacement system components and/or telephones provided under the Advance Hardware Replacement Option or On-site Replacement Option. Each Part is either a new part or a serviceable used part. Pursuant to the Plan and Plan options you select, Company will deliver Parts and materials to you either on-site by a FST or by using another distribution method such as shipping the Parts and materials to you. You agree that all Parts returned to the Company or replaced by the Company will become the Company's property.

Phone Support — Company will make available a representative to answer calls from your designated single point of contact. Such Company representative will answer technical questions pertaining to the Company Software applications and specific configurations. Any questions pertaining to future Software application design changes (e.g., upgrade of functionality and capabilities involving additional Software), or should you request the Company to perform any changes to a Software application's database, are not included in this definition and are billable to you at the Company's then-current charges.

Priority 1 Incident (P1) — An Incident which (i) severely impacts the operation of the Covered Products or its functions or applications in a production environment; and/or (ii) causes continuous interruption of use of the Covered Products, and the Company does not have an available workaround.

Priority 2 Incident (P2) — An Incident which causes (i) substantial restricted use of the Covered Products, the availability of its applications, (ii) a material or substantial degradation in the quality of a Covered Product application performance, such as background noise, transmission faults, or call processing is altered in such a way as to materially and substantially degrade service quality or handling of business data; (iii) complete failure of a single component, module, or router element of the Covered Products; and/or (iv) intermittent disruption of use of the Covered Products, and the Company does not have an available workaround.

Priority 3 Incident (P3) — An Incident which (i) causes minimal restriction of use of the Covered Products, its functions or applications; and/or (ii) has a minimal business impact to you.

Purchase Price — As used in the Supplement and Plan only, Purchase Price means charges for Services specified on the Quote, and as further defined in the Supplement.

Company/Company/Company

Remote Response — An attempt to provide Services from a remote Company location.

Response Time — A target of length of time by which the Company will respond to perform remote or on-site Services on a Covered Product.

Services — The correction of an Error and delivery of other maintenance services performed during the Term or Extended Term of the Plan based on the Plan and Plan options you select.

Software Assurance (SWA) — The Company's provision of Software Upgrades that enhance the functionality of the Products manufactured by Unify Inc. (Unify), including the Unify IP System Products, which are officially released by the Company for its Software products, and which are provided to Covered Products during a Term under a Supplement. SWA is a modular service package and can be offered on a stand-alone basis or with other OpenScale Services. Any necessary hardware and labor required to implement a Software Upgrade under SWA is excluded and must be purchased by you separately in order to receive the Software Upgrade.

Software Maintenance Release (SMR) — Corrections that are provided on a Customer-specific basis to correct a reported Software Error to current minus one Software version releases. Software Maintenance Releases do not include Software Upgrades.

Software Upgrade — A new Software version that provides new feature or functionality capabilities or material, functional enhancements or performance improvements. Software Upgrades, and new features available with such upgrades, will be provided for an incremental charge at the Company's then-current prices unless provided under the SWA option.

System Recovery — The time between a reported Incident and functional restoration of the Covered Products, individually and collectively.

Update Services — Services the Company may make available to implement SMR's, patches and bug fixes for Covered Products when a corresponding Error merits the implementation of such SMR's, patches and bug fixes. With respect to the self-maintainer option, the Company may make available SMR's, patches and bug fixes via a Company customer website portal where you may access such SMR's, patches and bug fixes to download and apply to your Covered Products.

Vendor Coordination — Pursuant to the Plan and Plan options you select, the Company will contact the applicable vendors of the non-Company Products specified on the Quote, or List of Covered Products, as applicable, during the Business Day. After the Company's initial call to the applicable vendor, the Company is responsible for following-up with both you and the vendor until the reported issue has been resolved and the ticket has been closed.

Vendor Referral — Pursuant to the Plan and Plan options you select, the Company will contact the applicable vendors of the non-Company Products specified on the Quote, or List of Covered Products, as applicable, during the Business Day and will report your issue to the applicable vendor for resolution. The applicable third-party vendor will be responsible to track and update you regarding the ticket status.

II. OPENSACLE TOTAL CARE PLAN

The Company will provide the following Services to you pursuant to the terms hereunder. Services for the Company's HiMed Product are subject to your selection of an option under the OpenScale Total Care Plan.

You are responsible for performing the tasks specified under Customer Responsibilities in Section 1.

Unless specified otherwise pursuant to the Plan, or Plan options you select, the Company's performance of Services, at your request outside the Business Day, will be billable at the Company's then-current hourly rates and minimum charges for Overtime Hours. The Company will provide such Services on an "as available" basis.

A. Maintenance Services

The Company will provide you with the following Services:

1. Coverage hours during the Business Day;
2. P1 Remote Response within two-hours of an Incident;

3. P2 Remote Response within four-hours of an Incident;
4. P3 Remote Response within eight-hours of an Incident;
5. Call desk staffed 24x7x365 for Incident reporting
6. Remote Level 1 troubleshooting and Error resolution;
7. Level 2 and Level 3 support and Error resolution;
8. Alarm Monitoring;
9. Reactive provision and implementation of Update Services;
10. Configuration Restoral;
11. Phone Support; and
12. Access to the Company's customer website portal that allows you to open and track the status of your reported trouble and MAC tickets, order parts, retrieve documentation, and download SMR's.

B. Plan Options

In addition to the Maintenance Support Services described in paragraph B, the following options are available to you under the OpenScale Total Care Plan for an additional charge, as specified on the Quote to a Supplement:

1. Coverage Hours Option

Under this Option the Company will upgrade your coverage hours for response to P1 Incidents to either (i) twelve hours a day, six days a week, Monday through Saturday, excluding Company holidays, or (ii) twenty-four hours a day, seven days a week, including Company holidays, as you select on the Supplement.

2. Remote Response Option

Under this Option the Company will upgrade the Remote Response to P1 Incidents to either one hour or thirty minutes, as you select on the Supplement.

3. On-Site Response Option

Under this Option the Company will provide On-Site Response to Incidents after they have been dispatched to a Field Service Technician (FST). P1 Response options are four hours or two hours, P2 Response is Next Business Day (NBD) and P3 Response is within five (5) Business Days, as you select on the Supplement.

4. Telephone Replacement Options

a) Advance Hardware Replacement

Under this Option, the Company will provide next business day Advance Hardware Replacement for your telephones.

b) On-site Replacement

You must select the On-Site Response Option to be eligible for this Option. Under this Option, the Company will provide next business day on-site telephone replacement.

5. Parts Provision Options

Under this Option the Company will provide hardware replacement Parts for defective Company components in Covered Products pursuant to one of the following options:

a) Advanced Hardware Replacement

Under this Option, the Company will provide next business day Advance Hardware Replacement upon the Company's determination of a defective component in a Covered Product.

b) On-site Replacement

You must select the On-Site Response Option to be eligible for this Option. Under this Option, the Company will provide next business day on-site Part replacement, upon the Company's determination of a defective Part.

6. Routine Remote Software MAC Option

The Company will perform unlimited routine software moves, adds, and changes remotely during the Business Day, within up to five (5) business days after the initial request, and within the following parameters:

a) Covered Products

The option is only available for the following Covered Products and for the MAC Services identified in paragraphs b through d below, as applicable: HiPath IP System Product, OpenScale Voice Product, OpenScale Contact Center Product, OpenScale Xpressions Product.

b) HiPath IP System Product, OpenScale Voice Changes

- Button table modifications
- Class of Service feature modification
- Simple DNIS changes
- System Speed numbers
- Forced Authorization Codes
- Change of telephone type
- Software move of telephone
- Creation, modification and assignment of station attributes and features as follows:
 - Extension number
 - Extension forwarding
 - Calling name display
 - Existing class of service
 - Pick, Hunt, or Distribution group
 - Auto intercom or buzz target
 - Existing software feature table
 - Speaker or display capability
 - Line status extension

c) OpenScale Contact Center Product Changes

- Unlimited agent adds and deletes
- ACD group changes
- Call type changes
- Wrap-up code adds, deletes, and changes

d) OpenScale Xpressions Product Changes

- Modify auto attendant menus
- Forward access menus
- Trusted number entry
- Creation, modification, and assignment of voicemail attributes and features as follows:
 - Voicemail profile
 - Existing voicemail class of service
 - Voicemail user passwords
 - Voicemail distribution lists

8. Unify-manufactured HiMed Product Support Option

This Option is only applicable to Covered Products that are Unify-manufactured HiMed Products.

Under this Option, a Company business partner will provide the following Services for Covered Unify-manufactured HiMed Products agreed by the Company in a Quote to a Supplement:

- a) Coverage hours during the Business Day;
- b) Remote Response within four-hours for Priority 1 Corrective Maintenance;
- c) Next business day remote response for Priority 2 Corrective Maintenance;
- d) Two business day remote response for Priority 3 Corrective Maintenance;
- e) Remote diagnostics of the Covered Products;
- f) Remote repair of the Covered Products;
- g) Phone Support; and
- h) Software Maintenance Releases.

Priority Corrective Maintenance under this Option shall be defined as:

Priority 1 Corrective Maintenance - A problem with the Unify-manufactured HiMed Product that results in significant limitations in the use of the Product, active network elements, or the functions of applications attached to the Product.

Priority 2 Corrective Maintenance - A problem with the Unify-manufactured HiMed Product that limits the use of the Product, active network elements, or the functions of applications attached to the Product.

Priority 3 Corrective Maintenance - A problem with the Unify-manufactured HiMed Product that results in insignificant limitations in the use of the Product, active network elements, or the functions of applications attached to the Product.

You are responsible for performing the tasks specified under Customer Responsibilities in Section 1.

Unless otherwise agreed in writing by the parties, Services performed, at your request, outside the Business Day or on-site will be billable at the Company's then-current hourly rates and minimum charges, including, as applicable, for Overtime Hours. The Company will provide such Services on an "as available" basis.

All Errors for Covered Products must be reproducible. Temporary workaround solutions may be provided for certain Software Errors until an applicable Software Maintenance Release becomes available.

All Software installation functions shall be coordinated with the Company in advance.

All unit based call costs you incur shall be paid separately by you directly to your local service carrier.

The following Services are excluded from coverage under this Option:

- a) On-site support;
- b) Software Upgrades, including Product modifications resulting from a Software Upgrade;
- c) Software patch management;
- d) Data back-ups;
- e) Documentation updates; and
- f) Consulting and engineering support services.

9. Self-Maintainer Option

Under this Option the Company will provide maintenance Services to you pursuant to the OpenScale Total Care Plan in Section II.A above, without Level 1 Support. Services may be upgraded, for an additional charge, with the options specified in Section II.B above, as you select on the Supplement.

You are responsible for performing the tasks specified under Customer Responsibilities in Section 1, including sub-section (p).

III. OPENSACLE MANAGED SERVICE PLANS

The Company will provide managed Services to you pursuant to one of the OpenScale Support Plan options hereunder. Each option is contingent upon your purchase of Company maintenance Services for the same Covered Products.

You are responsible for performing the tasks specified under Customer Responsibilities in Section 1.

A. OpenScale Proactive Support Plan

1. Plan Services

When the OpenScale Proactive Support Plan is selected by you for the Covered Products, the Company will (i) work with you to collect and validate data identified required for the purpose of implementation and delivery of the OpenScale Proactive Support Plan Services, (ii) the Company and you will mutually agree upon the administrative details of the Services delivery process and document such processes in a Process and Procedures Document or an Operational Process Document, and (iii) Company will install back-up servers and appropriate gateways at your site to facilitate delivery of the Services.

Under this Option the Company will provide the following Services:

- a) Service desk Services during the Business Day. Service desk Services provide you with a single point of contact for Incident management and service requests and, the service desk will retain Incident ownership until the Incident is closed. The Company will manage and coordinate Incident resolution according to mutually agreed service levels and keep the originator of the Incident informed of Incident status. The Company will notify the assigned Services manager about identified P1 Incidents and will provide management with information of processed Incidents.
- b) Fault monitoring Services which proactively identify the status of devices, applications, solutions or services 24 hrs a day, 7 days a week, 365 days a year. Fault monitoring Services detect, record and correlate Incidents and then initiate proactive steps to resolve determined Errors. The Company will initiate Remote

Response to P1 Incidents, and will notify you within thirty (30) minutes of Incident detection.

- c) An assigned service manager, who will perform the following functions:

- i) Monitor and report service level performance;
- ii) Initiate and manage improvement programs to remedy failures to meet mutually agreed service levels;
- iii) Supervise management and technical escalation procedures in accordance with the Process and Procedures or Operational Process Document;
- iv) Review service level performance reports on a monthly basis; and
- v) Distribute minutes of performance review meetings to you.

2. Plan Options

The following options are available to you to upgrade the OpenScale Proactive Support Plan Services for an additional charge, as specified on the Quote to a Supplement:

a) Service Desk Services Coverage Hours Option

Under this Option the Company will upgrade your service desk Services coverage hours to either (i) twelve hours a day, six days a week, Monday through Saturday, excluding Company holidays, or (ii) twenty-four hours a day, seven days a week, 365 days a year, including Company holidays, as you select on the Supplement.

b) User Assistance Option

Under this Option the Company will provide advice and guidance to your users regarding Covered Product features and functionality during the Business Day, as you select on the Supplement.

c) Service Review Option

Under this Option the Company will upgrade the frequency of service reviews to semi-annually, quarterly or monthly, as you select on the Supplement.

B. Conditions for OpenScale Managed Service Plans

1. Monitoring Devices

In order for the Company to perform Services under the under a OpenScale Managed Service Plan, the Company may install Company-provided monitoring agent Software on certain Covered Products, and may also install Company-provided service gateway Products, at the applicable Premises (collectively Company-provided monitoring Products). The Company will identify the specific type of Company-provided monitoring Products. Such Company-provided monitoring Products are for the Company's use only and not to be used by you. You agree to provide a secure environment for the Company-provided monitoring Products. You are responsible, at your expense, for any loss or damage to the Company-provided monitoring Products while such Products are on your Premises. The Company retains title to the Company-provided monitoring Products and is responsible for the maintenance of such Products. You will not convey, transfer, sell, or assign the Company-provided monitoring Products and will not cause any claims, liens, security interests, encumbrances and legal processes to be placed on the Company-provided monitoring Products free all. The Company-provided monitoring Products are personal property and must not be regarded as part of the real estate. You will give the Company reasonable access to Premises and the Covered Products in order to disconnect and remove the Company-provided monitoring Products, at its expense, at the expiration or termination of the Term or Renewal Term.

2. Service Ready

The Services included under a OpenScale Managed Service Plan are defined to be available and ready for your use when either (a) the Company has completed its obligations under the applicable Plan which are designated to be completed in order to perform the Services in the Plan and the Company has sent you a written notice that the Services are service ready, or (b) thirty days after the Company has provided you with written notice that the Company has attempted to perform its obligations under the Plan but is unable to complete such obligations because of your failure

to promptly complete your obligations under the Plan. In the event the Company is unable to complete its obligations due to your delay or failure in completing your obligations, the Company will identify such outstanding responsibilities in its written notice to you. In such event, the Company will commence billing and you will be obligated to pay for Services under the Plan upon the date of the Company's notice to you.

3. Intellectual Property Rights

The Company will own all intellectual property rights including, but not limited to, patents, copyrights, trademarks and similar proprietary rights in the deliverable items developed in the course of providing Services, which will not be considered works made for hire. You acknowledge that the Company provides Services for others, and agree that nothing herein will be deemed or construed to prevent or preclude the Company from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided, irrespective of their similarity to items which may be delivered to you under the Plan.

IV. SOFTWARE ASSURANCE

SWA provides you with Software Upgrades to the Software products you select in the Supplement. You will be provided with the latest software versions officially released by Company. Pre-requisites to the purchase of SWA are:

- a) You must be at the currently released version of Software for the Covered Products.
- b) Hardware and labor required to deploy a Software Upgrade is excluded from SWA and must be purchased on a separate Ordering Document.
- c) The minimum term for SWA is three (3) years, and will be co-terminous with the Term specified in the Supplement for maintenance Services and managed Services you select to purchase from the Company.
- d) You will be billed annually in advance for SWA. SWA will be invoiced separately from the maintenance Services and managed Services you select on a Supplement.
- e) You will be responsible to access the Company customer support portal to determine if a Software Upgrade for your Covered Products is available.

V. PLAN DISCOUNTING OPTIONS

In addition to the Plan(s) you select, the following Discounting Options are available to you as specified on the Quote to a Supplement:

A. OpenScale Total Care Plan Multi-Year Discount Option

The following Products are excluded from this Option: Unify-manufactured HiMed Product, Comdasys AG convergence Products, Convidia Products and Mediatix Telecom Inc. gateway Products.

Under this Option, a three or five consecutive one-year Term (Extended Term) is only available at the time you purchase the original Products from the Company.

For your agreement to an Extended Term, the Company will grant you a discount, to be determined at the time of sale, to be applied against the Purchase Price for year two, and each year thereafter, effective on the annual anniversary date of the Term Commencement Date. The Company will not increase the Purchase Price during the Extended Term under this Option. The Purchase Price under this Option is non-refundable. However, all additions will be subject to the Company's then-current Purchase Price.

If during an Extended Term, the Company extends an offer to you to trade in any of the Covered Products for a replacement version of that Covered Product purchased directly from the Company, the Company will apply towards its final progress payment invoice for the replacement Product, an amount equal to the unused portion of the discounted Purchase Price, if any, prepaid to the Company for the then-current one-year Term for the replaced Covered Product. The Company will calculate such unused amount by prorating the discounted Purchase Price prepaid for such one-year period. In addition, the Company will waive the termination charges described in the Supplement for the replaced Covered Product.

In the event the Company does not receive your payment for the then-current annual amount due under this Option within thirty days after the Supplement commencement date, or subsequent annual anniversary date, whichever is applicable, this Option will automatically terminate and you will be subject to the termination, and, if applicable, reinstatement,

fees set forth in the Supplement. Thereafter, the Company will provide the Plan Services under the Supplement, without this OpenScale Total Care Plan Multi-Year Discount Option, at the Company's then-current charges.

B. OpenScale Total Care Plan Managed Services Selection Discount Option

Under this Option, the Company will offer you a five percent (5%) discount against the Purchase Price in the event you select an OpenScale Managed Service Plan hereunder at the same time as you purchase OpenScale Total Care Plan maintenance support Services. The discount will be applied against the Purchase Price for a three or five consecutive one-year Term (Extended Term), consistent with the Term or Extended Term of the OpenScale Total Care Plan and OpenScale Managed Service Plan you select, as specified in the Supplement. Application of the discount will commence in year two, and each year thereafter, effective on the annual anniversary date of the Term Commencement Date. The Purchase Price under this Option is non-refundable.

C. OpenScale Managed Service Plan Multi-Year Discount Option

Under this Option, a three or five consecutive one-year Term (Extended Term) is only available when you purchase an OpenScale Managed Services Plan at the same time you purchase a OpenScale Total Care Plan for maintenance support Services from the Company.

For your agreement to an Extended Term, the Company will offer you a discount, to be determined at the time of sale, that is additional to any other discount you may have received for maintenance support Services under the OpenScale Total Care Plan. The discount will be applied against the Purchase Price of the OpenScale Managed Services Plan for year two, and each year thereafter, effective on the annual anniversary date of the Term Commencement Date. The Company will not increase the Purchase Price during the Extended Term under this Option. The discounted Purchase Price under this Option is non-refundable. However, all additions will be subject to the Company's then-current Purchase Price.

Should you delete this Option during the Term or Extended Term, you will be subject to the termination charges described in Section 4 of the Supplement.

In the event the Company does not receive your payment for the then-current annual amount due under this Option within thirty days after the Supplement commencement date, or subsequent annual anniversary date, whichever is applicable, this Option will automatically terminate and you will be subject to the termination, and, if applicable, reinstatement, fees set forth in Sections 3 and 4 of the Supplement. Thereafter, the Company will provide the OpenScale Managed Services Plan Services under the Supplement, without this Managed Services Discount Option, at the Company's then-current charges.

V. ADDITIONAL EXCLUSIONS FROM THE PLANS

Value added applications created by you and applied to the OpenScale Unified Communication Application under this Plan are not covered by this Plan.

Company-provided server products, including third-party Software applications therein, are not covered under this Plan.