



Unify Inc.  
5500 Broken Sound Blvd  
Boca Raton, Florida 33487

Customer Address:  
**PINELLAS COUNTY**  
315 COURT ST  
CLEARWATER, Florida, 33756-5338

Invoice Address:  
**PINELLAS COUNTY**  
315 COURT ST  
CLEARWATER, Florida, 33756-5338

<b>Name</b>	T Simpson
<b>Phone</b>	561 923-7075
<b>Fax</b>	
<b>E-mail</b>	tim.simpson@unify.com
<b>Reference Agreement Number</b>	060B1400048
<b>Reference SOW Number</b>	58193_OP0897423
<b>Quote Number</b>	58193_OP0897423
<b>Intended Implementation</b>	September 30, 2016
<b>Reference Exhibits/Supplements</b>	SOPST, SPEULA, SRVST, GST, PSST, IVR Project Labor Breakdown (26 Jul 16), Custom Exhibit S63-10-533
<b>Quotation Expiration Date</b>	September 30, 2016
<b>Date</b>	June 09, 2016

**Schedule A - Ordering Document**

Dear Sir or Madame,

Unify Inc. would like to thank you for the opportunity to provide an offer for a solution for

**PINELLAS COUNTY**

The enclosed offer includes the solution requested for your organization. If you have any questions, please contact me.

**Price**

	Quotation : 58193
Initial Product & Services Purchase Price	<b>\$283,142.96</b>
<i>Thereof:</i> Main	<b>\$236,136.65</b>
<i>Thereof:</i> CC Labor	<b>\$47,006.31</b>
Annual Services Purchase Price	<b>\$9,144.96</b>

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Unify Inc. will provide the Products and/or Services, as applicable, as further set forth herein, if this offer is accepted by signature below and returned to Unify Inc., along with any referenced Exhibits/Supplements requiring signature as indicated by a signature block on the Exhibits/Supplements, in a form acceptable to Supplier, on or before the Quote Expiration Date.

By signing this Ordering Document (Schedule A), Unify Inc. (Supplier) and your organization referenced above (Customer) agree that the terms of the above referenced Agreement, referenced by Reference Agreement Number, and the above referenced Exhibit(s) and/or Supplement(s), designated by their Exhibit/Supplement designation, and, if applicable, the above referenced Statement(s) of Work, referenced by Reference SOW Number, apply to the Products and Services listed in this Schedule A. You further agree to the site-specific terms set forth in this Schedule A.

Accepted By:  
PINELLAS COUNTY

By: \_\_\_\_\_

Authorized Signature

CHARLIE JUSTICE / 9-27-16

Name (Type or Print) / Date

Accepted By:

**Unify Inc.** Digitally signed by Wilkerson Vernon SENZ00076VI  
DN: email=vernon.wilkerson@unify.com, cn=Wilkerson  
Vernon SENZ00076VI  
Date: 2016.09.07 15:22:24 -04'00'

By: \_\_\_\_\_

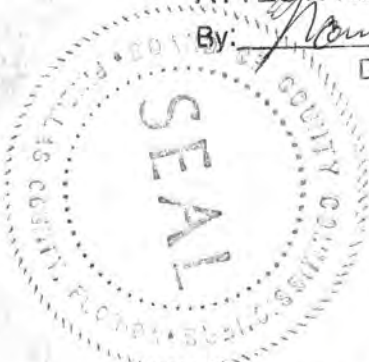
Authorized Signature

7 Sep 16

Name (Type or Print) / Date

ATTEST: KEN BURKE, CLERK

By:   
Deputy Clerk



APPROVED AS TO FORM

By:   
Office of the County Attorney

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## Schedule A - Binding Price Detail

The price for the offered solution is composed as follows:

**Site Name:** Main **No. Sites:** 1  
**Site Address:** 315 COURT ST, CLEARWATER, Florida 33756-5338 United States

	Single Site	Total All Sites in Group
<b>Initial Products &amp; Services Purchase Price</b>	<b>\$236,136.65</b>	<b>\$236,136.65</b>
<b>Annual Services Purchase Price</b>	<b>\$9,144.96</b>	<b>\$9,144.96</b>

### Initial Products & Services

#### Products

Description	Selected Quantity	List Price Unit	Net Price Unit	Total Net Price
<b>Installation Material</b>				<b>\$50,803.00</b>
v81 Genesys CIM SS	1		\$980.00	\$980.00
v81 HA CIM Platform	1		\$175.00	\$175.00
v81 Genesys SIP Integration	1		\$508.00	\$508.00
v85 Genesys Voice Platform	39		\$1,260.00	\$49,140.00
<b>Products Purchase Price</b>				<b>\$50,803.00</b>

#### Implementation & Professional Services

Description	Total List Price	Total Net Price
Labor	\$184,629.90	\$178,133.65
Training Composer for Voice Applications v8	\$6,400.00	\$6,400.00
Training Genesys Voice Portal Foundation Virtual 1day	\$800.00	\$800.00
<b>Implementation &amp; Professional Services Purchase Price</b>		<b>\$185,333.65</b>

- Reference IVR Project Labor Breakdown, dated 26 Jul 16, for labor detail

<b>Initial Products &amp; Services Purchase Price - Main</b>	<b>\$236,136.65</b>
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## Annual Services

### Maintenance Services(Contract Duration: 36 months)

Description	Total List Price	Total Net Price
Genesys 1st Year Annual Maintenance		\$9,144.96
<b>Maintenance Services Purchase Price</b>		<b>\$9,144.96</b>
<b>Annual Services Purchase Price- Main</b>		<b>\$9,144.96</b>

"Maintenance is invoiced to the customer once Unify has set up a maintenance contract with the County. The maintenance contract will be set up once Unify requires the Genesys software from the manufacturer, to be used for installation of the GVP environment. Upon set up of the maintenance contract, an invoice will be generated and sent to the customer. Contract start date begins at the time of shipment of software. Unify will not request software until it is needed for the development in the IVR solution (architecture and application development)."



Site Name: CC Labor

No. Sites: 1

Site Address: 315 COURT ST, CLEARWATER, Florida 33756-5338 United States

	Single Site	Total All Sites in Group
Initial Products & Services Purchase Price	\$47,006.31	\$47,006.31

### Initial Products & Services

#### Implementation & Professional Services

Description	Total List Price	Total Net Price
Labor	\$48,599.85	\$47,006.31
Implementation & Professional Services Purchase Price		\$47,006.31
-- Reference IVR Project Labor Breakdown, dated 26 Jul 16, for labor detail		
Initial Products & Services Purchase Price - CC Labor		\$47,006.31



## Schedule A - Terms and Conditions

This Schedule A contains proprietary Product, Software and/or Services (as defined in the Agreement) and pricing information. Except as otherwise required by law, it may not be reproduced, used by or disclosed to persons not employed or retained by Customer for the evaluation and implementation of this Schedule A without Supplier's prior written consent.

Any performance by Supplier against this Schedule A is subject to and contingent upon credit approval of Customer, at Supplier's sole discretion. Supplier 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 Products, Software and/or Services, as applicable.

All invoices are due and payable within thirty (30) days from Customer's receipt of Supplier's invoice for each applicable milestone below.

- **MAC Product Drop Ship.** Where the Customer did not order implementation Services, Supplier will invoice 30% of the charges for all Products, Software and Services listed on this Schedule A promptly after execution of this Schedule A; and 70% of the charges will be invoiced upon the initial delivery of the Products to Customer's Premises (as defined in the Agreement). All transportation charges and applicable taxes and governmental fees for which Customer is liable will be invoiced to Customer as separate line items on the second invoice.
  
- **MAC Product Implementation.** Where Customer orders Implementation Services, Supplier will invoice as follows:
  - (a) For MAC order volume greater than or equal to \$25,000, Supplier will invoice 30% of the charges for all Products, Software and Services listed on this Schedule A promptly after execution of this Schedule A; 60% of the charges for all Products, Software and Services listed on this Schedule A upon the initial delivery of the Products to Customer's premises; and the remaining 10% of the charges upon the Cutover Date (as defined in the Agreement). Supplier will invoice 90% of the transportation charges and applicable taxes and governmental fees for which Customer is liable to Customer as separate line items on the second invoice and 10% of the transportation charges and applicable taxes and governmental fees for which Customer is liable will be invoiced to Customer as separate line items on the third invoice.
  
  - (b) For MAC order volume less than \$25,000, Supplier will invoice 90% of the charges for all Products, Software and Services listed on this Schedule A upon the initial delivery of the Products to Customer's premises and the remaining 10% of the charges upon the Cutover Date. Supplier will invoice 100% of the transportation charges and applicable taxes and governmental fees for which Customer is liable to Customer as separate line items on the second invoice.

Managed Services, Maintenance and Software Assurance. Charges will be invoiced as set forth in the OpenScale Plan or applicable Exhibit/Supplement

This Schedule A and any subsequent Installation Change Order (ICO) does not include any estimated taxes. Taxes will be verified against local sales tax regulations and other applicable laws or regulations and reflected in Supplier invoices to Customer.

Notwithstanding anything to the contrary in the Agreement, Customer is responsible for the Products' transportation charges to the Premises. These charges will be based on the pre-tax net purchase price of the equipment portion of the Products specified in this Schedule A and ICO and will be included on an invoice to Customer.

In the event Customer fails to make any payments when due, Supplier may, in addition to and without waiver of any rights or remedies under the Agreement, at law or in equity, immediately suspend performance until payment is received. In addition, if any amount due is not paid when due, Customer agrees to pay Supplier, on demand, a late charge in an amount equal to the lesser of 1.5% per month or the maximum rate permitted by law, on such overdue amount. The late charge will accrue from the due date until such amount is paid in full.

Should Customer require a leasing/financing solution for the Products set forth on this Schedule A, please contact Unify Capital ([www.unify.com/unifycapital](http://www.unify.com/unifycapital)) for assistance, or speak with your Unify Sales Representative.

Should Customer intend to lease-finance the Products via an alternative Lessor, Customer must provide to Supplier notification of such intent and the following completed documents properly signed prior to the execution of this Schedule A: (1) a purchase order or similar document and a valid, properly executed Resale Exemption Certificate from the lessor, and (2) a fully executed Supplier Assignment of On-Order Products. If Supplier does not receive the required documentation by the time this Schedule A is signed, the order will be deemed a completed purchase transaction, the lease/sales designation is void and of no effect, and Customer will be liable to pay Supplier the Purchase Price on this Schedule A, pursuant to Supplier's payment terms specified above.

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If Supplier is providing implementation Services, and Supplier determines that a site survey is required, the prices in this Schedule A are preliminary prices pending a full site survey of the Premises. Final prices will be provided only after completion of such a survey.

Any Supplier provided education and training on this Schedule A must be completed in total within six (6) months after the date that Customer signs this Schedule A. In the event any ordered Supplier provided education and/or training is not completed in such period, Customer shall be deemed to have cancelled such training and/or education without refund or credit.



## Description of Services

**Qty**      **Service**

**Individual Professional Services**

Reference: IVR Project Labor Breakdown, dated 26 Jul 16, for labor detail

984

**Solution Design**

Solution design and architecture - e.g. delivery to technical assessments/workshops, technical design specification, integration & migration planning, readiness checks, proof of concept, acceptance test planning, sales support, bid creation of customized solutions, feasibility checks of functional design

**Service Package - Project Management V1**

The project manager of the Unify-project team is responsible for the delivery of the agreed functionality on time and within the costs as agreed in the contract.

212

**Project Management Level III**

Project management for simple projects