# UNIFY

## End-User License Agreement
## (OpenScape Applications, Products and Software)

Exhibit No.: SPEULA

This is a license agreement and not an agreement for sale between:

**End User Legal Name:** Pinellas County
**Address:**
t
315 Court Street
Clearwater, Florida 33756-5338
and

Unify CMR No.: 7760033

**Unify Inc.**
5500 Broken Sound Boulevard, Boca Raton, FL 33487

The terms described in this End-User License Agreement ("EULA") apply to the OpenScape Applications, Products and Software, including Base Software Package, (collectively, "Product") that the End-User customer ("you") has ordered from Unify Inc. ("Company") in an Ordering Document, such as a Schedule A, which references this EULA and is governed by the terms of the Agreement. Company reserves all rights not expressly granted to you and you obtain no rights for the OpenScape Applications, Products and Software other than those granted to you under this EULA.

### 1. DEFINITIONS

The term "Client" means users, agents, equipment, identities or communication channels, as applicable, which utilize the services of Server Software in your company network. The type and number of Clients with user rights for the Software and associated Product are defined in the Ordering Document.

The term "Client License" means the license that must be purchased for every Client that accesses a server with an associated Product.

The term "Enterprise" means a corporation (or other legal entity) and the subsidiaries that you own by more than 50% that are located in the United States or Puerto Rico.

The term "Firmware" means Single-user Software which is embedded in microcontrollers of various electronic devices (e.g. telephone terminals).

The term "Network License" is a license which entitles you to use the Software within your network in accordance with the terms of this EULA.

The term "Product" means the OpenScape suite of Applications, Products and Software, including Base Software Package, specified in the preamble.

The term "Single-user Software" means a program which is installed on a single computer which the user of that computer accesses to make use of the functionalities of the Software.

The term "Server Software" means a program which is installed on a server computer (host) which Clients access to make use of the functionalities of the Software.

The term "Software" means the OpenScape Applications, Products and Software, including Base Software Package, and the contents of the files and data media supplied with this contract, Updates, Upgrades, modified versions, supplements and copies of the Software, that is installed in a Company or customer provided computer device as a Single-user Software or Server Software to support a Product application. Software includes the written documentation supplied by Company with the Software. Software is provided in object code form, and is licensed in machine-readable form only.

The term "Update" is Software with the focus on bug-fixing and if necessary, minor, functional supplements (e.g. additional drivers).

The term "Upgrade" is a new version / functional expansion, if necessary with bug-fixes for old versions, the licensing of which requires a valid license for a defined prior release.

### 2. SOFTWARE LICENSE

**(a) Except as identified in this Agreement, the following terms apply to the Software hereunder:**

Company owns, or has licensed from the owner, the Software. Company grants you a limited, non-exclusive, non-transferable license in the United States and Puerto Rico to use those features of the Software authorized by Company (i) for which you procure a right to use for your internal business purposes, (ii) in each single computer for which a license is procured, as set forth in an Ordering Document, for licenses designated as Single-user Software in an Ordering Document, (iii) in the number of concurrent server devices within your network, up to the number of licenses set forth in an Ordering Document or as otherwise authorized by Company, for licenses designated as Network Licenses in an Ordering Document, (iv) for the number of Clients accessing the Server Software simultaneously, up to the number of Client Licenses set forth in an Ordering Document, for Client Licenses designated as Network Licenses in an Ordering Document, (v) only for so long as you are using the Software within your Enterprise, and (vi) so long as you are not in breach of your obligations under this EULA. Each computer or server device within your network that Software is licensed to operate upon will be identified by a MAC identification number registered with Company. The Client License for the OpenScape Unified Communications ("UC") Application is set forth in Attachment A hereto and incorporated herein by reference.

The Software is proprietary in nature. You will not use the Software except for the purposes for which it is being made available to you under the terms of this EULA. You agree to take all actions required to maintain control of the Software including securing written records, agreements, and other reasonable measures with your employees and agents to satisfy your obligations under this EULA.

Company will provide one copy of the Software, including documentation, with the initial installation of the Software. You may make the number of back-up copies of the Software necessary to support your business operations. Each copy of Software shall be unaltered, must include all applicable copyright notice(s), legend(s) and alphanumeric identification characters, given a consecutive number from which all the Software serial numbers are also to be inferred, and the location of each copy recorded and made available to Company upon request. All copies are subject to the terms of this EULA and remain the property of Company or the owner. Notwithstanding the foregoing, you have no right to copy or disclose to a third party any confidential or trade secret information related to the Software without having such third party execute a confidential agreement fully protecting such information and only where such third-party has a need to know such information to support your business operations. Before you disclose such confidential information or trade secret, you will mark it "Confidential" or with a similar legend. Without limiting the foregoing, you may not use any such confidential information or trade secret information except as incidental to the customary operation of the Software.

You will not, and will not authorize any third party to: (i) remove any alphanumeric identification characters, trademarks and copyright notices from the Software, (ii) un-bundle or re-package the Software, (iii) modify, reverse engineer, de-compile, or disassemble the Software, (iv) derive source code from the Software, or (v) extract or analyze proprietary communication protocols used by the Software. Any attempt to sublicense, rent, lend, lease,

assign or transfer the Software, or, except as permitted hereunder for back-up purposes, copy the Software, in whole or in part, is void. No title, ownership or other interest in the Software is transferred to you, except as expressly stated in this EULA.

If this EULA is terminated, you must destroy the Software and all copies and agree to promptly certify, in writing that you have done so.

Unless Company specifies otherwise, additional Software licenses, any modifications to, or new releases or versions of, the Software will be provided subject to this Agreement at applicable charges. In the event Software is Upgraded, or migration versions of Software are installed, your initial Software version shall terminate and you shall have no further rights with regard to the replaced version of Software. Existing copies of such replaced Software shall either be destroyed by you, as evidenced by your certification of such destruction to Company, or returned to Company at Company's request.

Unless otherwise specified to the contrary in a SOW mutually agreed upon by the parties, you are responsible for installation of third-party Software updates, fixes and maintenance releases after the Product's Cutover Date. Unify will provide support for Products that are under warranty or under a Services Plan with Company (excluding time and materials or self-maintainer Plans) when you install such third-party Software updates, fixes and maintenance releases. Any Services you request Company to perform to correct your incorrect installation of third-party Software updates, fixes and maintenance releases will be billable to you at Company's then-current charges.

All Software provided to the United States Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial rights and restrictions described elsewhere herein. All Software provided to the United States Government pursuant to solicitations issued prior to December 1, 1995 is provided with RESTRICTED RIGHTS as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

**THE SOFTWARE MAY CONTAIN FREEWARE, SHAREWARE OR OPEN SOURCE SOFTWARE (OPEN SOURCE SOFTWARE). YOU HAVE NOT BEEN CHARGED FOR THE USE OF THE OPEN SOURCE SOFTWARE. YOU HEREBY ACCEPT THE SPECIFIC LICENSE CONDITIONS APPLICABLE TO THE OPEN SOURCE SOFTWARE (OPEN SOURCE CONDITIONS). TO THE EXTENT THERE IS A CONFLICT BETWEEN THIS EULA AND THE OPEN SOURCE CONDITIONS, THE TERMS OF THE OPEN SOURCE CONDITIONS WILL PREVAIL OVER THE TERMS AND CONDITIONS OF THIS EULA WITH REGARD TO THE OPEN SOURCE SOFTWARE.**

The preceding license terms do not apply to third-party software other than Open Source Software supplied by Company that is distributed with a vendor's license agreement in the software, packaging or documentation, notwithstanding the fact that such third-party software may be included in or with the Software, or to Software in a server product. By signing an order document for Software, you are accepting the terms of such third-party software. Server product Software is subject to the license terms specified in a separate Exhibit for server products, the Server Products and Software Supplemental Terms Exhibit, No. SRVST.

**(b) The following incremental terms apply to the Nuance Software in the OpenScape Xpressions Product:**

The Nuance Speechify Text-to-Speech (TTS) Software and Nuance RealSpeak Telecom Software in the Software of a OpenScape Xpressions Product is subject to the incremental licensing terms set forth in Attachment B, which is incorporated herein by reference. By signing an order document for the Software, you are accepting the incremental terms in Attachment B.

### 3. NOTICES

Any notice required under this EULA will be in writing and delivered to the addresses set forth 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. 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

By _____
                    End User Legal Name
                    Authorized Signature

Charlie Justice          9/27/16

Name (Type or Print)              Date

ATTEST: KEN BURKE CLERK

By: _____
                    Deputy Clerk

APPROVED AS TO FORM

By: _____
Office of the County Attorney

Accepted by:

**Unify Inc.** Digitally signed by Wilkerson Vernon SENZ00076VI
DN: email=vernon.wilkerson@unify.com, cn=Wilkerson Vernon SENZ00076VI
Date: 2016.09.07 15:34:29 -04'00'

By _____
                    Authorized Signature

Vernon Wilkerson                    7 Sep 16

Name (Type or Print)          Date

# ATTACHMENT A

## OPENSCAPE UNIFIED COMMUNICATIONS
## UNIFIED COMMUNICATIONS APPLICATION
## CLIENT LICENSE

### (Referenced in Section 2, Software License, sub-paragraph (a))

The Client License for the OpenScape Unified Communications ("UC") Application ("Product") is specified herein. The Client License in this Attachment A is incremental to the licensing terms set forth in the End-User License Agreement for OpenScape Applications, Products and Software.

## 1. CLIENT LICENSE

The Product includes the following Client License packages, which are specified in the Schedule A Ordering Document for the Product: the (i) Personal Edition, (ii) Enterprise Edition, and (iii) Text-to-Speech Edition. Each package is described below.

### (a) Personal Edition

The Personal Edition package has two (2) available options, (i) Session Initiation Protocol (SIP) Client user license, and (ii) HFA/CTI Client user license. Software under these license packages performs the same functionality, just under two different protocols, and can be downloaded by you, or you can purchase a Media Disk with the Software from Unify, inclusive of associated documentation. The Software will automatically be provided with the purchase of OpenScape UC Voice or OpenScape UC Application, but will also operate on a stand-alone basis and does not require purchase of a separate OpenScape UC application or product.

You may use the Software without charge for the first ninety (90) days. Thereafter, you may keep and use the base soft Client features. Any additional features of the Software must be purchased prior to that time.

You may operate the Software in a self-contained environment on a computer device or, subject to your selection of the License Management Option defined below, you may move licenses between computer and server devices within your network.

  (i) SIP Client License Pre-Requisite: The Software must be installed on one of the following, a (1) HiPath 8000 Internet Protocol (IP) switching product, (2) OpenScape Unified Communications Voice application Product, or (3) a third-party SIP compliant switching product.
  (ii) HFA/CTI Client License Pre-Requisite: The Software must be installed on one of the following, a (1) HiPath 3000, 4000 or 8000 Internet Protocol (IP) switching product, or (2) OpenScape Unified Communications Voice application Product.
  (iii) License Management Option: Under this option, you may purchase the ability to move Personal Edition CALs between computer and server devices within your network for an additional charge. The charge for this option will be specified on an Ordering Document with the Product.

### (b) Enterprise Edition

The Enterprise Edition package has three (3) available options, (i) Essential Client user license, and (ii) Professional Client user license, and (iii) Team Client user license. Software feature and functionality differs between packages and increases incrementally as packages are upgraded to the next level. With the Enterprise Edition, you have the option to select web-based or desktop Client installation without charge. Personal Edition Client Licenses are included with the desktop Client option.

  (i) Essential Client License: Includes Personal Edition Client Licenses with feature and functionality of the Essential Client License.
  (ii) Professional Client License: Includes Personal Edition Client Licenses and the features and functionality of the Essential Client License with the feature and functionality of the Professional Client License.
  (iii) Team Client License: Includes Personal Edition Client Licenses and the features and functionality of the Essential and Professional Client Licenses with the feature and functionality of the Team Client License.

### (c) Mobile Client Edition

The Mobile Client Edition package provides web-based change feature and functionality on Company approved mobile devices, such as a Blackberry or Windows Mobile based PDA. Licenses in this Edition are enabling licenses that must be purchased prior to their activation.

  (i) Mobile Client Pre-Requisite: You must have the Enterprise Edition prior to installation and activation of Mobile Client Edition Client Licenses.

### (d) Text-to-Speech Edition

The Text-to-Speech Edition package provides a call voice portal for messaging and change status.

  (i) Text-to-Speech Pre-Requisite: You must have the Enterprise Edition prior to installation and activation of Text-to-Speech Edition Client Licenses.

## 2. INITIAL PURCHASE LICENSING

When you initially purchase the Product from Company, Company will provide the following minimum Software and Client Licenses to you, (i) the Base Server Software Package that supports the Product, (ii) one hundred (100) Enterprise Edition, Team Client user licenses, and (iii) four (4) Text-to-Speech Edition licenses.

## ATTACHMENT B

### NUANCE SOFTWARE LICENSE AGREEMENT

#### (Referenced in Section 2, Software License, sub-paragraph (b))

No other license agreement for the Software purporting to become effective upon opening the Software (e.g., click-on license), will alter, modify or amend the terms of the license granted herein.

Nuance has licensed the Software to the supplier for use in the supplier Product hereunder. You are granted a non-exclusive, non-transferable license in the United States and Puerto Rico to use those features of the Software authorized by the supplier: 1) in the Product in which it is initially installed; 2) in only one machine at any one time or as otherwise authorized by the supplier; 3) only for so long as you are using the Product; and 4) so long as you are not in breach of your obligations.

The supplier will provide one copy of the Software, including documentation, with the initial installation of the Product. You may make one back-up copy of the Software, which is subject to the terms of this Agreement and must include the copyright notices and any legends. All copies of the Software remain the property of Nuance.

You will not modify, port, translate, localize, reverse engineer, de-compile, disassemble, or attempt to reconstruct, identify, discover or derive source code from the Software, underlying ideas, underlying user interface techniques or algorithms of the Software by any means whatsoever or disclose any of the foregoing. You agree not to run the Software in batch mode. For purposes herein, "batch mode" is defined as the process by which an applicable systemically converts e-mail or text to pulse code modulation (PCM) data or similar sound files to be replayed more than once at a later time.

You will not sell, license, market, ship, distribute, sublicense, rent, lease or assign any Software. You agree not to knowingly take any action that would cause any Software to be placed in the public domain or distribute any batch or off-line processing of content using the Software, except payment of the applicable "port" fees or use of any data files delivered by the supplier except in connection with the Software.

You acknowledge that the supplier and its licensors and suppliers retain all right, title and interest in and to the Software in all language versions and documentation and any copies thereof and ownership of all patent, copyright, trade secret, trademarks and other intellectual property rights pertaining to them, will be and remain the sole property of the supplier and its licensors and suppliers. No title, ownership or other interest in the Software is transferred to you, except as expressly stated in this Agreement. You acknowledge that unauthorized reproduction or use of the Software will constitute a material breach and that such breach will injure the supplier in ways that may not be remedied fully by money. Accordingly, the occurrence of such a breach may entitle the supplier to seek equitable relief (including orders for specific performance and injunctions), and may entitle the supplier to monetary damages.

The Software is protected by the intellectual property laws of the United States and other countries, and it embodies valuable confidential and trade secret information of Unify or its licensors and suppliers. You agree to hold the Software in strict confidence using the same degree of care used with respect to your own similarly protected information, but no less than reasonable care. You agree not to: 1) use, copy, or disclose, nor permit any use, copying or disclosure of the same for any purpose that is not specifically authorized under this Agreement; or 2) knowingly take any action that would cause any Software to be placed in the public domain. You agree that the supplier's licensors and suppliers are intended third-party beneficiaries of the provisions hereof.

Unless the supplier specifies otherwise, additional Software licenses, any modifications to, or new releases or versions of, the Software will be provided subject to this Agreement at applicable charges.

All Software provided to the United States Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial rights and restrictions described elsewhere herein. All Software provided to the United States Government pursuant to solicitations issued prior to December 1, 1995 is provided with RESTRICTED RIGHTS as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

**LIMITATION OF LIABILITY: IN ADDITION TO THE LIMITATION OF LIABILITY DESCRIBED IN THE SUPPIER'S AGREEMENT, THE LIABILITY OF NUANCE AND THE SUPPLIER TO YOU AND YOUR OFFICERS, CUSTOMERS AND EMPLOYEES FOR ANY CLAIM ARISING UNDER THIS AGREEMENT, OR OTHERWISE ARISING FROM THE TRANSACTIONS CONTEMPLATED HEREIN, REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION AND BREACH OF WARRANTY) WILL NOT EXCEED THE LESSER OF: 1) THE AGGREGATE PURCHASE PRICE FOR THE SPECIFIC NUANCE SOFTWARE DESCRIBED ON AN ORDER DOCUMENT AND ACTUALLY PAID TO THE SUPPLIER FOR THE NUANCE'S SOFTWARE APPLICATION DURING THE SIX-MONTH PERIOD PRECEDING SUCH CLAIM OF DAMAGES; OR 2) THE ACTUAL DAMAGES SUSTAINED BY YOU UNDER THAT TRANSACTION. IN NO EVENT WILL NUANCE BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES AND LOSS OF PROFITS, EVEN IF NUANCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**