



## Supplement for SmartServe Support Services Plan (Genesys Software)

**Customer Name and Invoice Address:**  
PINELLAS COUNTY

**Region Office Address:**

**Reference Agreement No.:** 060B1400048

315 Court Street  
Clearwater, Florida 33756-5338

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

**Reference Exhibit No.:** Z 1145 & Z 1146  
**Region Office No.:**

**Software Location Address (Premises):**  
PINELLAS COUNTY

**Customer No.:** 7760033

315 Court Street  
Clearwater, Florida 33756-5338

**Term Commencement Date:** 9/27/14

**Supplement Effective Date:** 9/27/14

This Supplement, when signed by Unify Inc. (Unify), is Unify's acceptance of the order from the Customer (you) for the SmartServe Support Services Plan and Option (Plan) for the Unify-provided Genesys Telecommunications Laboratories, Inc. Software installed at your Premises specified above, a summary of which is described below. As used in the Supplement and Plan only, Purchase Price means charges for Maintenance Support Services. The initial annual Purchase Price is \$ ~~\$9,146.96~~ based on the Genesys Software described on the page after page two, which page is attached hereto and incorporated herein by reference. Applicable taxes will be reflected in Unify's invoices to you.

The parties agree that the Plan applies to this Supplement and is incorporated herein by reference. A copy of such Plan is available upon request.

SMARTSERVE SUPPORT SERVICES PLAN - GENESYS SOFTWARE	XXX
<b>Coverage Hours:</b> 24 hours a day, 7 days a week, including Unify holidays.	Included
<b>Critical Corrective Maintenance:</b> One-hour Remote Response Time within the designated Coverage Hours with a resolution target as follows: Unify will continue to work on the problem until it is resolved or a workaround is provided.	Included
<b>High Corrective Maintenance:</b> Four-hour Remote Response Time within the designated Coverage Hours with a resolution target as follows: Unify will make reasonable efforts to provide a correction or workaround within 20 business days.	Included
<b>Medium Corrective Maintenance:</b> Twenty-four-hour Remote Response Time within the designated Coverage Hours with a resolution target as follows: Unify will make reasonable efforts to resolve the problem or provide a workaround if such problem has not been resolved in the next maintenance release of Software.	Included
<b>Low Corrective Maintenance:</b> Seven-business day Remote Response Time within the designated Coverage Hours with a resolution target as follows: Unify will make reasonable efforts to resolve the problem or provide a workaround if such problem has not been resolved in the next maintenance release of Software.	Included
<b>Updates:</b> Updates of the Software, which may contain functional enhancements, modifications, extensions, error corrections or bug fixes. Unify, in its sole discretion, will decide upon the contents of all Updates.	Included

### 1. TERM OF SERVICE

The Software will have a one-year term of service (Term) commencing on the Term Commencement Date specified in the initial Supplement. The Software's Term will be renewed automatically for successive one-year Terms at the end of the initial Term and each subsequent Term thereafter, unless either party gives the other party at least thirty days' written notice of its intent not to renew prior to such renewal date.

### 2. PURCHASE PRICE AND PAYMENT

You agree to pay to Unify the Purchase Price and other charges due hereunder. Unify will invoice you the Purchase Price annually in advance and other charges when or after they are incurred. The annual Purchase Price is nonrefundable. Payment is due within thirty days after the date of each Unify invoice. Unify, at its option, may: (a) impose a late payment charge of 1.5% per month on any amount due that is not paid by such due date; and (b) suspend Services in the event your payments are not current under this Supplement, or any other agreement for Products or Services relating to the Software covered by the referenced Agreement. The late payment charge will accrue from such invoice date full payment is received.

The initial Purchase Price will be specified in the initial Supplement. After the initial one-year Term, Unify will use its then-current Purchase Price for Maintenance Support Services for each subsequent Term provided Unify gives you thirty days' prior written notice. The revised Purchase Price will become effective on the next annual anniversary of the Term Commencement Date. Any charges for Maintenance Support Services associated with any additional licensed Software will be processed on a separate Supplement and Plan and not under this Supplement and Plan.

Without prior notice, Unify may change the hourly rates and minimum charges for its On-Site Support Services.

You may add or delete the Option available under the Plan by giving Unify thirty days' prior written notice. The Option selected by you during the Term will be subject to the terms in your existing Plan. Unify will provide you with a revised Supplement indicating when such Option will be effective and the additional Purchase Price for such Option.

3. SERVICES FOR ADDITIONAL CHARGE

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

- a) Your failure to follow Unify or the manufacturer's installation, maintenance or operational instructions for the Software;
- b) Your failure to implement current versions of the Software that are issued under this Agreement;
- c) Changes to the operating system or environment which adversely affect the Software;
- d) Any alterations of, or additions to, the Software performed by parties other than Unify or at the direction of Unify;
- e) Use of the Software in a manner for which it was not designed;
- f) Accident, negligence, theft, strikes, riots, vandalism, malicious or criminal acts (including but not limited to, worms, Trojan horses or viruses), acts of war, lightning, water, fire and other perils or misuse of the Software;
- g) Operation outside of environmental specifications;
- h) Interconnection of the Software with other Software products not supplied by Unify;
- i) Introduction of data into any database used by the Software by any means other than the use of the Software;
- j) Services not covered by the Plan.
- k) Use of the Software on equipment other than the equipment for which such Software was designed and licensed for use on; or
- l) On-Site Support Services.

4. DISCLAIMER OF WARRANTY

THE SERVICES ARE PROVIDED "AS-IS", WITH NO WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO, EXPRESS, STATUTORY OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

5. LIMITATION OF LIABILITY

IN ADDITION TO THE LIMITATION OF LIABILITY PROVISIONS DESCRIBED IN THE REFERENCED AGREEMENT, UNIFY WILL NOT BE LIABLE TO YOU FOR ANY COSTS RESULTING FROM HACKING, UNLAWFUL INTRUSION, ISSUES WITH NETWORK SECURITY, OR LONG DISTANCE OR NETWORKING CHARGES.

6. EXPORT COMPLIANCE

The Software is licensed by Unify for domestic consumption and the Services are sold by Unify for domestic consumption. Any export of the Software or Services must be made in compliance with applicable U.S. laws. YOU AGREE TO INDEMNIFY AND HOLD UNIFY HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO YOUR NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Unify will not be obligated to perform any obligations under this Agreement, and will not incur any liability or consequence as a result of such non-performance, to the extent that performance would constitute a violation of, or would result in, the imposition of any sanctions under any law, regulation or other applicable national or international foreign trade and customs requirements or embargos.

7. 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. 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.

8. ORDER OF PRECEDENCE

The following order of precedence, from highest to lowest priority, shall prevail upon the applicable documents under the Agreement: (a) Custom Exhibit or Amendment, the highest precedent to the most recent document in time; (b) Supplement Ordering Document; (c) Services Plan; (d) Statement of Work; (e) Quote; and (f) the Agreement. Any inconsistent or pre-printed terms on your Purchase Order or written notification from you without the prior written agreement of Unify is void.

9. GENERAL

Maintenance Support Services, On-Site Support Services, and other definitions are described in the Plan. Response Times and other service commitments described in the Plan are subject to the availability of technical support from the manufacturer.

Unify may modify the terms described herein and in the Plan by giving you thirty days' written notice. However, such modified terms will not become effective until the first day after the expiration of the initial Term or renewal Term.

Pinellas County

Accepted by:

By Charlie Justice Customer Authorized Signature Date 9/27/16  
Name (Type or Print) Date

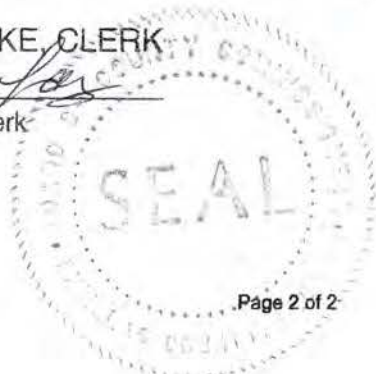
Unify Inc. Digitally signed by Wilkerson Vernon SENZ00076VI  
DN: email=vernon.wilkerson@unify.com, cn=Wilkerson Vernon SENZ00076VI  
Date: 2016.09.07 15:29:38 -04'00'  
By Vernon Wilkerson Authorized Signature Date 7 Sep 16  
Name (Type or Print) Date

ATTEST: KEN BURKE, CLERK

By: [Signature]  
Deputy Clerk

APPROVED AS TO FORM

By: [Signature]  
Office of the County Attorney



**Supplement for SmartServe Support Services Plan  
(Genesys Software)**

**Summary of Software Components  
Covered by Maintenance Support Services**

Customer: Pinellas County

Reference EPO Quote Number: 58193\_OP0897423

Price: \$9,146.96

Quantity	Software Component Description				
1	v81	Genesys	CIM	SS	
1	v81	Genesys	HA	CIM	Platform
1	v81	Genesys	SIP	Integration	
39	v85	Genesys	Voice	Platform	