

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER AR627

1. **CONTRACTING PARTIES:** This State Cooperative Contract is between the **Division of Purchasing and General Services (State)**, 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and the following **CONTRACTOR**:

ShoreTel Inc.

Name		
960 Stewart Dr		
Address		
Sunnyvale	CA	94085
City	State	Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Holly Davis Phone #408-900-1195 Fax # 408-900-1195 Email hdavis@shoretel.com
Federal Tax ID# 770443568 Vendor #VC0000182077 Commodity Code #20458, 20464, 20621, 20623, 20659,
83833, 83800, 88332, 92000

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide:

Data communication equipment and services. A detailed list of awarded categories and subcategories are included in Attachment B - Scope of Work.

ShoreTel Inc. is authorized to provide equipment and services in the following categories:
5.3.0 Unified Communications.

3. **CONTRACT PERIOD:** Effective date: June 1, 2014 Termination date: May 31, 2019 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A

4. **PRICING AS PER THE ATTACHMENT C**

PAYMENT TERMS: Net 30

DAYS REQUIRED FOR DELIVERY: 30 days ARO

MINIMUM ORDER: N/A

FREIGHT TERMS: FOB Destination, Freight Prepaid

5. **ATTACHMENT A:** WSCA-NASPO Standard Contract Terms and Conditions

ATTACHMENT B: Scope of Work

ATTACHMENT C: Pricing

ATTACHMENT D: Vendor's Response to Solicitation JP14001. The parties hereby acknowledge and agree that any exceptions stated in attachment "D" – Vendor's Proposal Response have been removed and/or resolved between the parties. Any exception in attachment "D" are explicitly NOT a part of this contract.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A. State specific Terms and Conditions will be found in the executed Participating Addendums. State Terms and Conditions in an executed Participating Addendum will take priority in the event of conflict between those terms and conditions and this Cooperative Contract.

6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**

a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

State of Utah Contract Number AR627 Page 2 of 2

- b. Utah State Procurement Code, Procurement Rules, CONTRACTOR'S response to Bid #JP14001 and JP14001-1 dated August 30, 2013 and December 2, 2013, and Bid #JP14001 and JP14001-1 dated August 30, 2013 and December 2, 2013.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH



Contractor's Signature

3/12/14

Date



Director, Div. of Purchasing & General Svs.

Date



Type or Print Name and Title

ATTACHMENT A – WSCA-NASPO Terms and Conditions



WSCA-NASPO Master Agreement Terms and Conditions

1. AGREEMENT ORDER OF PRECEDENCE:

The Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");
2. WSCA-NASPO Master Agreement Terms and Conditions;
3. The Statement of Work;
4. The Solicitation; and
5. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor.

2. AMENDMENTS The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Contract Administrator.

3. ASSIGNMENT/SUBCONTRACT Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA-NASPO Contract Administrator.

4. CANCELLATION Unless otherwise stated in the special terms and conditions, any Master Agreement may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its

participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contractor default may be immediate.

5. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF

5.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

5.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Participating Entity immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contractor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contractor against any such person. Except as directed by Participating Entity, Contractor will not at any time

during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contractor shall turn over to Participating Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

5.3 Injunctive Relief. Contractor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

6. DEBARMENT The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

7. DEFAULTS & REMEDIES

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- i. Nonperformance of contractual requirements; or
- ii. A material breach of any term or condition of this Master Agreement; or
- iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
- iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- v. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its

obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- i. Exercise any remedy provided by law; and
- ii. Terminate this Master Agreement and any related Contracts or portions thereof; and
- iii. Impose liquidated damages as provided in this Master Agreement; and
- iv. Suspend Contractor from receiving future bid solicitations; and
- v. Suspend Contractor's performance; and
- vi. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum.

8. DELIVERY Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

9. FORCE MAJEURE Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA-NASPO may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

10. GOVERNING LAW This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreement(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreement(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

11. INDEMNIFICATION The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the

performance under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

12. INDEMNIFICATION - INTELLECTUAL PROPERTY The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable ("Indemnified Party") from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim"). The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless:

(1) the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(2) it would be reasonably expected to use the Product in combination with such product, system or method.

The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

13. INDEPENDENT CONTRACTOR The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not

to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

14. INDIVIDUAL CUSTOMER Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Participating Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Participating Entity individually.

15. INSURANCE Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contractor.

Prior to commencement of the work, Contractor shall provide to the Participating Entity a written endorsement to the Contractor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contractor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be

furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at State's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement.

16. LAWS AND REGULATIONS Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY Contractor grants to the Participating Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Participating Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

18. NO WAIVER OF SOVEREIGN IMMUNITY In no event shall this Master Agreement, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. ORDER NUMBERS Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

20. PARTICIPANTS WSCA-NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials. It is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g.,

colleges, school districts, counties, cities, etc.,) for all 50 states, the District of Columbia and the organized US territories. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

21. ENTITY PARTICIPATION Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

22. PAYMENT Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

23. PUBLIC INFORMATION This Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

24. RECORDS ADMINISTRATION AND AUDIT The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this Master Agreement. These records will be retained by the contractor for at least four years after the Master Agreement terminates, or until all audits initiated within the four years have been completed, whichever is later. The contractor agrees to allow WSCA-NASPO, State and Federal auditors, and state agency staff access to all the records of this Master Agreement and any order placed under this Master Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

25. REPORTS and ADMINISTRATIVE FEES The contractor shall submit quarterly reports to the WSCA-NASPO Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

The contractor must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of the Master Agreement. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on sales of products and services. The WSCA-NASPO administration fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some States may require that an additional fee be paid directly to the State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum that is made a part of the Master Agreement. The contractor may adjust the Master Agreement pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO administrative fee or the prices paid by the procuring agencies outside the jurisdiction of the State requesting the additional fee.

26. STANDARD OF PERFORMANCE AND ACCEPTANCE The Standard of Performance applies to all Product(s) purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Participating Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the Standard of Performance during the initial period of Acceptance Testing, Participating Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the Standard of Performance issue(s). If after the cure period, the Product still has not met the Standard of Performance Participating Entity may, at its option: (1) declare Contractor to be in breach and terminate the Order; (2) demand replacement Product from Contractor at no additional cost to Participating Entity; or, (3) continue the cure period for an additional time period agreed upon by the Participating Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the Standard of Performance is met. The warranty period will begin upon Acceptance.

27. SYSTEM FAILURE OR DAMAGE In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

28. TITLE OF PRODUCT Upon Acceptance by the Participating Entity, Contractor shall convey to Participating Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Participating Entity subsequently transfers title of the Product to another entity, Participating Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Participating Entity or Participating Entity's transferee.

29. WAIVER OF BREACH Failure of Lead State or Participating Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement or Participating Addendum.

30. WARRANTY The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

See Attachment D - Vendor RFP Response for warranty details.

31. ASSIGNMENT OF ANTITRUST RIGHTS Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Contractor shall require any subcontractors hired to perform any of Contractor's obligations, under this Master Agreement or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Master Agreement or Participating Addendum, including, at a

Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

32. WSCA-NASPO eMARKET CENTER Awarded responders are required to participate in the WSCA-NASPO eMarket Center and, working through WSCA-NASPO's contractor (SciQuest), connect with the eMarket Center. The ideal situation would be to use either a hosted (by SciQuest) or Punchout Level 2 catalog configurations, but actual requirements will be determined by the Lead State Contract Administrator, WSCA-NASPO, WSCA-NASPO's contractor (SciQuest) and the awarded contractor, after award. Participation does not require an awarded responder to have any special level of technology or technological understanding.

Definitions

Acceptance - means a written notice from a purchasing entity to contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the product, unless the Purchasing Entity provides a written notice of rejection to contractor.

Acceptance Testing - means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor - means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Intellectual Property - means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State - means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

Master Agreement - means the underlying agreement executed by and between the Lead State, as WSCA-NASPO contract administrator, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order - means any purchase order, sales order, or other document used by a Participating Entity to order the Products.

Participating Addendum - means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements ,e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity - means a state, or other legal entity, properly authorized by a state to enter into the Master Agreement or Participating Addendum or who is authorized to order under the Master Agreement or Participating Addendum.

Product - Any equipment, software (including embedded software), documentation, or deliverable supplied or created by the Contractor pursuant to this Master Agreement.

WSCA-NASPO -is a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for all states and the District of Columbia. WSCA-NASPO is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

Additional Definitions and Alternative Terms for Consideration

Below are additional definitions and alternative terms for consideration by the sourcing teams depending upon the nature of the solicitation and negotiations between the Contractor and Vendor.

Embedded Software - means one or more software applications which permanently reside on a computing device.

Machine Code - means microcode, basic input/output system code, utility programs, device drivers, diagnostics, and another code delivered with a computing device for the purpose of enabling the function of the computing device, as stated in its published specifications.

(revised March 2013)

ATTACHMENT A – WSCA-NASPO Terms and Conditions



WSCA-NASPO Master Agreement Terms and Conditions

1. AGREEMENT ORDER OF PRECEDENCE:

The Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");
2. WSCA-NASPO Master Agreement Terms and Conditions;
3. The Statement of Work;
4. The Solicitation; and
5. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor.

2. AMENDMENTS The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Contract Administrator.

3. ASSIGNMENT/SUBCONTRACT Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA-NASPO Contract Administrator.

4. CANCELLATION Unless otherwise stated in the special terms and conditions, any Master Agreement may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its

participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contractor default may be immediate.

5. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF

5.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

5.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Participating Entity immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contractor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contractor against any such person. Except as directed by Participating Entity, Contractor will not at any time

during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contractor shall turn over to Participating Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

5.3 Injunctive Relief. Contractor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

6. DEBARMENT The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

7. DEFAULTS & REMEDIES

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- i. Nonperformance of contractual requirements; or
- ii. A material breach of any term or condition of this Master Agreement; or
- iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
- iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- v. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its

obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- i. Exercise any remedy provided by law; and
 - ii. Terminate this Master Agreement and any related Contracts or portions thereof; and
 - iii. Impose liquidated damages as provided in this Master Agreement; and
 - iv. Suspend Contractor from receiving future bid solicitations; and
 - v. Suspend Contractor's performance; and
 - vi. Withhold payment until the default is remedied.
- d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum.

8. DELIVERY Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

9. FORCE MAJEURE Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA-NASPO may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

10. GOVERNING LAW This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreement(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreement(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

11. INDEMNIFICATION The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the

performance under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

12. INDEMNIFICATION - INTELLECTUAL PROPERTY The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable ("Indemnified Party") from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim"). The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless:

(1) the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(2) it would be reasonably expected to use the Product in combination with such product, system or method.

The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

13. INDEPENDENT CONTRACTOR The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not

to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

14. INDIVIDUAL CUSTOMER Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Participating Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Participating Entity individually.

15. INSURANCE Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contractor.

Prior to commencement of the work, Contractor shall provide to the Participating Entity a written endorsement to the Contractor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contractor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be

furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at State's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement.

16. LAWS AND REGULATIONS Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY Contractor grants to the Participating Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Participating Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

18. NO WAIVER OF SOVEREIGN IMMUNITY In no event shall this Master Agreement, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. ORDER NUMBERS Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

20. PARTICIPANTS WSCA-NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials. It is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g.,

colleges, school districts, counties, cities, etc.,) for all 50 states, the District of Columbia and the organized US territories. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

21. ENTITY PARTICIPATION Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

22. PAYMENT Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

23. PUBLIC INFORMATION This Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

24. RECORDS ADMINISTRATION AND AUDIT The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this Master Agreement. These records will be retained by the contractor for at least four years after the Master Agreement terminates, or until all audits initiated within the four years have been completed, whichever is later. The contractor agrees to allow WSCA-NASPO, State and Federal auditors, and state agency staff access to all the records of this Master Agreement and any order placed under this Master Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

25. REPORTS and ADMINISTRATIVE FEES The contractor shall submit quarterly reports to the WSCA-NASPO Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

The contractor must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of the Master Agreement. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on sales of products and services. The WSCA-NASPO administration fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some States may require that an additional fee be paid directly to the State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum that is made a part of the Master Agreement. The contractor may adjust the Master Agreement pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO administrative fee or the prices paid by the procuring agencies outside the jurisdiction of the State requesting the additional fee.

26. STANDARD OF PERFORMANCE AND ACCEPTANCE The Standard of Performance applies to all Product(s) purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Participating Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the Standard of Performance during the initial period of Acceptance Testing, Participating Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the Standard of Performance issue(s). If after the cure period, the Product still has not met the Standard of Performance Participating Entity may, at its option: (1) declare Contractor to be in breach and terminate the Order; (2) demand replacement Product from Contractor at no additional cost to Participating Entity; or, (3) continue the cure period for an additional time period agreed upon by the Participating Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the Standard of Performance is met. The warranty period will begin upon Acceptance.

27. SYSTEM FAILURE OR DAMAGE In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

28. TITLE OF PRODUCT Upon Acceptance by the Participating Entity, Contractor shall convey to Participating Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Participating Entity subsequently transfers title of the Product to another entity, Participating Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Participating Entity or Participating Entity's transferee.

29. WAIVER OF BREACH Failure of Lead State or Participating Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement or Participating Addendum.

30. WARRANTY The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

See Attachment D - Vendor RFP Response for warranty details.

31. ASSIGNMENT OF ANTITRUST RIGHTS Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Contractor shall require any subcontractors hired to perform any of Contractor's obligations, under this Master Agreement or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Master Agreement or Participating Addendum, including, at a

Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

32. WSCA-NASPO eMARKET CENTER Awarded responders are required to participate in the WSCA-NASPO eMarket Center and, working through WSCA-NASPO's contractor (SciQuest), connect with the eMarket Center. The ideal situation would be to use either a hosted (by SciQuest) or Punchout Level 2 catalog configurations, but actual requirements will be determined by the Lead State Contract Administrator, WSCA-NASPO, WSCA-NASPO's contractor (SciQuest) and the awarded contractor, after award. Participation does not require an awarded responder to have any special level of technology or technological understanding.

Definitions

Acceptance - means a written notice from a purchasing entity to contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the product, unless the Purchasing Entity provides a written notice of rejection to contractor.

Acceptance Testing - means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor - means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Intellectual Property - means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State - means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

Master Agreement - means the underlying agreement executed by and between the Lead State, as WSCA-NASPO contract administrator, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order - means any purchase order, sales order, or other document used by a Participating Entity to order the Products.

Participating Addendum - means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements ,e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity - means a state, or other legal entity, properly authorized by a state to enter into the Master Agreement or Participating Addendum or who is authorized to order under the Master Agreement or Participating Addendum.

Product - Any equipment, software (including embedded software), documentation, or deliverable supplied or created by the Contractor pursuant to this Master Agreement.

WSCA-NASPO -is a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for all states and the District of Columbia. WSCA-NASPO is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

Additional Definitions and Alternative Terms for Consideration

Below are additional definitions and alternative terms for consideration by the sourcing teams depending upon the nature of the solicitation and negotiations between the Contractor and Vendor.

Embedded Software - means one or more software applications which permanently reside on a computing device.

Machine Code - means microcode, basic input/output system code, utility programs, device drivers, diagnostics, and another code delivered with a computing device for the purpose of enabling the function of the computing device, as stated in its published specifications.

(revised March 2013)

ATTACHMENT B:
SHORETEL STATEMENT OF WORK

Categories authorized under this contract:

5.3.0 UNIFIED COMMUNICATIONS (UC) — A set of products that provides a consistent unified user interface and user experience across multiple devices and media types. Unified Communications that is able to provide services such as session management, voice, video, messaging, mobility, and web conferencing. It can provide the foundation for advanced unified communications capabilities of IM and presence-based services and extends telephony features and capabilities to packet telephony network devices such as IP phones, media processing devices, Voice over IP (VoIP) gateways, and multimedia applications. Additional services, such as unified messaging, multimedia conferencing, collaborative contact centers, and interactive multimedia response systems, are made possible through open telephony APIs. General UC solution capabilities should include:

- High Availability for Call Processing
- Hardware Platform High Availability
- Network Connectivity High Availability
- Call Processing Redundancy

5.3.0.1 IP Telephony — Solutions utilized to provide the delivery of the telephony application (for example, call setup and teardown, and telephony features) over IP, instead of using circuit-switched or other modalities. Capabilities should include:

- Support for analog, digital, and IP endpoints

- Centralized Management

- Provide basic hunt group and call queuing capabilities

- Flexibility to configure queue depth and hold time, play unique announcements and Music on Hold (MoH), log in and log out users from a queue and basic queue statistics (from the phone)

- E911 Support

5.3.0.2 Instant messaging/ Presence — Solutions that allow communication over the Internet that offers quick transmission of text-based messages from sender to receiver. In push mode between two or more people using personal computers or other devices, along with shared clients, instant messaging basically offers real-time direct written language-based online chat. Instant messaging may also provide video calling, file sharing, PC-to-PC voice calling and PC-to-regular-phone calling.

5.3.0.3 Unified messaging — Integration of different electronic messaging and communications media (e-mail, SMS, Fax, voicemail, video messaging, etc.) technologies into a single interface, accessible from a variety of different devices.

- Ability to access and manage voice messages in a variety of ways, using email inbox, Web browser, desktop client, VoIP phone, or mobile phone

- Visual Voicemail Support (Optional)

5.3.0.4 Contact Center — A computer-based system that provides call and contact routing for high-volume telephony transactions, with specialist answering "agent" stations and a sophisticated real-time contact management system. The definition includes all contact center systems that provide inbound contact

handling capabilities and automatic contact distribution, combined with a high degree of sophistication in terms of dynamic contact traffic management.

5.3.0.5 Communications End Points and Applications

Attendant Consoles

IP Phones

5.3.0.6 UC Network Management — Provides end-to-end service management for Unified Communications. Capabilities include testing, performance monitoring, configuration management, and business intelligence reporting.

5.3.0.7 Collaboration — Voice, video, and web conferencing; messaging; mobile applications; and enterprise social software.

5.3.0.8 Collaborative Video — A set of immersive video technologies that enable people to feel or appear as if they were present in a location that they are not physically in. Immersive video consists of a multiple codec video system, where each meeting attendee uses an immersive video room to "dial in" and can see/talk to every other member on a screen (or screens) as if they were in the same room and provides call control that enables intelligent video bandwidth management.

5.3.0.8.1 Content Delivery Systems (CDS) — A large distributed system of servers deployed in multiple data centers connected by the Internet. The purpose of the content delivery system is to serve content to end-users with high availability and high performance. CDSs serve content over the Internet, including web objects (text, graphics, URLs, and scripts), downloadable objects (media files, software, documents), applications (e-commerce, portals), live streaming media, on-demand streaming media, and social networks.

5.3.0.8.2 Physical Security — Technology utilized to restricting physical access by unauthorized people to controlled facilities.

Technologies include:

- a. Access control systems
- b. Detection/Identification systems, such as surveillance systems, closed circuit television cameras, or IP camera networks and the associated monitoring systems.
- c. Response systems such as alert systems, desktop monitoring systems, radios, mobile phones, IP phones, and digital signage
- d. Building and energy controls

STATE OF UTAH CONTRACT NUMBER – AR627

**Attachment C – Pricing
Solicitation Number JP14001
WSCA-NASPO Data Communications RFP**

Vendor Name: ShoreTel

RFP Product Categories:

Minimum Discount Percentage:

5.3.0 UNIFIED COMMUNICATIONS (UC)

Discount % 35

Current ShoreTel Inc. pricing sheets, approved by the State of Utah, can be found at the following web link:

SHORETEL PRICING SHEETS CLICK HERE

IMPORTANT: The minimum discount percentage listed in this attachment is for general informational purposes only and may not apply to every line item authorized under this contract. For specific item pricing, please refer to the contract price list weblink provided in this document.

Vendors are required to post state specific pricing on their hosted website or through the WSCA-NASPO eMarket center as required by solicitation JP14001, in addition to the vendor pricing sheets approved and hosted by the State of Utah's master contract summary sheet. The State of Utah vendor pricing sheets will serve as the approved base price and do not include any applicable state specific administrative fees. State specific pricing, hosted on the vendor website or WSCA-NASPO eMarketcenter may reflect authorized state specific administrative fees. No other fees are authorized under this contract. Pricing audits may be conducted at any time by the State of Utah, WSCA-NASPO, or 3rd party audit provider to ensure accurate pricing.

Per Solicitation JP14001, the following pricing/product requirements and instructions apply:

1.11 Pricing Structure

Pricing Structure: Pricing for the WSCA-NASPO Master Agreements shall be based on the Percent Discount off the current global MSRP Schedule applicable to United States customers.

1.12 Price Guarantee Period

Price Guarantee Period: The Data Communication Provider's Discount rate shall remain in effect for the term of the WSCA-NASPO Master Price Agreement.

1.13 Price Escalation

Equipment, Supplies and Services: Data Communications provider may update the pricing on their MSRP price list one time every year after the first year of the original contract term. The WSCA-NASPO Contract Administrator will review a documented request for a Price Schedule price list adjustment only after the Price Guarantee Period.

1.14 Price Reductions

In the event of a price decrease in any category of product at any time during the contract in a Provider's Price Schedule, including renewal options, the WSCA-NASPO Contract Administrator shall be notified immediately. All Price Schedule price reductions shall be effective upon the notification provided to the WSCA-NASPO Master Agreement Administrator.

1.20 WSCA Administrative Fee

The Contracted Supplier must pay a WSCA-NASPO administrative fee of one quarter of one percent (.025%) in accordance with the terms and conditions of the contract. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on the actual sales of all products and services in conjunction with your quarterly reports. The WSCA-NASPO administrative fee must be included when determining the pricing offered. The WSCA-NASPO administrative fee is not negotiable and shall not be added as a separate line item on an invoice.

Additionally, some WSCA-NASPO participating entities may require that an administrative fee be paid directly to the WSCA-NASPO participating entity on purchases made by purchasing entities within that State. For all such requests, the fee percentage, payment method and payment schedule for the participating entity's administrative fee will be incorporated in the Participating Addendum. Data Communications Provider will be held harmless, and may adjust (increase) the WSCA-NASPO Master Agreement pricing by the fee percentage for that participating entity accordingly for purchases made by purchasing entities within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO fee or the prices paid by the purchasing entities outside the jurisdiction of the participating entities requesting the additional fee.

5.3.2 ADDING PRODUCTS

The ability to add new equipment and services is for the convenience and benefit of WSCA-NASPO, the Participating States, and all the Authorized Purchasers. The intent of this process is to promote "one-stop shopping" and convenience for the customers and equally important, to make the contract flexible in keeping up with rapid technological advances. The option to add new product or service categories and/items will expedite the delivery and implementation of new technology solutions for the benefit of the Authorized Purchasers.

After the contracts are awarded, additional IT product categories and/or items may be added per the request of the Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO. Additions may be ad hoc and temporary in nature or permanent. All additions to an awarded Contractor or Manufacturer's offerings must be products, services, software, or solutions that are commercially available at the time they are added to the contract award and fall within the original scope and intent of the RFP (i.e., converged technologies, value adds to manufacturer's solution offerings, etc.).

5.3.2.1 New Product from Contractors — If Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO itself requests to add new product categories permanently, then all awarded Contractors (Manufacturers) will be notified of the proposed change and will have the opportunity to work with WSCA to determine applicability, introduction, etc. Any new products or services must be reviewed and approved by the WSCA-NASPO Contract Administrator.

5.3.2.2 Ad Hoc Product Additions — A request for an ad hoc, temporary addition of a product category/item must be submitted to WSCA-NASPO via the governmental entity's contracting/purchasing officer. Ad hoc, temporary requests will be handled on a case-by-case basis.

5.3.2.3 Pricelist Updates — As part of each Contractor's ongoing updates to its pricelists throughout the contract term, Contractor can add new SKUs to its awarded product categories that may have been developed in-house or obtained through mergers, acquisitions or joint ventures; provided, however, that such new SKUs fall within the Contractor's awarded product categories.

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30052	610-1115	PROFESSIONAL ACCESS LICENSE
40005	610-1121	PERSONAL ACCESS LICENSE
40006	610-1122	OPERATOR ACCESS LICENSE
40009	690-1139	LICENSE, HIGH RESOLUTION VIDEO LICENSE (ST 8.1)
30091	690-1176	LICENSE, AUDIO CONFERENCING 10 PORTS
30093	690-1178	LICENSE, WEB CONFERENCING, 10 PORTS
30113	690-1199	LICENSE, WEB CONFERENCING UPGRADE CONVERGED TO CONFERENCING (10 PORTS)
30114	690-1200	LICENSE, AUDIO CONFERENCING UPGRADE CONVERGED TO CONFERENCING (10 PORTS)
60125	600-1125	SERVICE APPLIANCE 100 IRL TFM
60127	600-1126	SERVICE APPLIANCE 100 IRL NON-TFM, CHINA
60139	600-1124	HARDWARE UPGRADE, CONVERGED CONFERENCING TO SA-100
60145	600-1127	SERVICE APPLIANCE 400
29143	610-1182	KT1, IBM SAMETIME SOFTWARE 2.2
30066	610-1141	KT1, CSTA SERVER SOFTWARE
30064	690-1067	LICENSE, CSTA FOR MICROSOFT INTEGRATION
30119	610-1181	LICENSE BUNDLE, COMMUNICATOR FOR SAMETIME

MOBILITY

30105	610-1167	LICENSE BUNDLE, MOBILITY CLIENT ACCESS
30106	610-1169	LICENSE, MOBILITY CLIENT ACCESS, UPGRADE FROM MOBILE ACCESS
10491	630-1112	SHORETEL DOCK, D100/3 (APPLE 30-PIN)
10492	630-1118	SHORETEL DOCK, D100/1 (APPLE LIGHTNING)
80120	614-1093	MOBILITY ROUTER 2000 (NR4000)
80121	614-1094	MOBILITY ROUTER 4000 (NR4000)
80122	614-1095	MOBILITY ROUTER 6000 (NR6000)

SMALL BUSINESS EDITION

60150	600-1132	SERVER, UC 20
60157	620-1292	KT1, SBE / SBE 100 UPGRADE TO ENTERPRISE
60158	620-1294	KT1, SBE SERVER REPLACEMENT
10476	620-1293	KT1, SBE UPGRADE TO SBE 100
10480	700-1005	BUNDLE, SBE 100 - ANALOG TRUNKING, 15 USER WITH SERVER
10481	700-1006	BUNDLE, SBE 100 - ANALOG TRUNKING, 20 USER WITH SERVER
10482	700-1007	BUNDLE, SBE 100 - T1A TRUNKING, 25 USER WITH SERVER
10483	700-1008	BUNDLE, SBE 100 - T1A TRUNKING, 50 USER WITH SERVER
10484	700-1009	BUNDLE, SBE 100 - ANALOG TRUNKING, 15 USER WITHOUT SERVER
10485	700-1010	BUNDLE, SBE 100 - ANALOG TRUNKING, 20 USER WITHOUT SERVER
10486	700-1011	BUNDLE, SBE 100 - T1A TRUNKING, 25 USER WITHOUT SERVER
10487	700-1012	BUNDLE, SBE 100 - T1A TRUNKING, 50 USER WITHOUT SERVER

ENTERPRISE CONTACT CENTER (ECC) AND WORKGROUPS

18016	615-1015	APPLICATION, OUTBOUND CAMPAIGN IVR, BASE 5 CALLS
18017	615-1016	APPLICATION, OUTBOUND CAMPAIGN IVR, ADD-ON 5 CALLS
18018	615-1017	APPLICATION, CONTACT CENTER AGENT DASHBOARD (BASE 5 CONCURRENT USER BUNDLE)
18019	615-1018	APPLICATION, CONTACT CENTER AGENT DASHBOARD (ADD-ON 1 CONCURRENT USER)
18020	615-1019	APPLICATION, CONTACT CENTER INTERACTION VIEWER (BASE 1 CONCURRENT USER)
18021	615-1020	APPLICATION, CONTACT CENTER INTERACTION VIEWER (ADD-ON 1 CONCURRENT USER)

Professional Access License	80	35%	52.00	P1
Personal Access License	0	35%	0.00	P2N
Operator Access License	595	35%	386.75	P1
High Resolution Video License, 1024x768 (requires ShoreTel 8.1)	695	35%	451.75	P1
10 Concurrent Audio Conferencing Ports, Regular ShoreTel 12 or later.	1500	35%	975.00	P1
10 Concurrent Web Conferencing Ports, Requires ShoreTel 12 or later.	1500	35%	975.00	P1
Web Conferencing License Upgrade, Converged to Conferencing (10 Conferencing ports, requires ShoreTel 12 or later)	0	35%	0.00	P1N
SA-100 appliance required to host Conferencing and Instant Messaging, Requires ShoreTel 12 or later.	2995	35%	1946.75	P1
SA-100 appliance (from TMA, China) required to host Conferencing and Instant Messaging, Requires ShoreTel 12 or later.	2995	35%	1946.75	P1
Hardware upgrade, Converged Conferencing to Service Appliance (one per SA-100), requires ShoreTel 12 or later	12995	35%	1296.75	P1N
SA-400 appliance required to host Conferencing and Instant Messaging, Requires ShoreTel 12 or 13.1 or later	12995	35%	8446.75	P1
Hardware upgrade, Converged Conferencing to Service Appliance 400 (one per SA-400), requires ShoreTel 12.1 or 13.1 or later	8655	35%	5625.75	P1N
Communicator for IBM Sametime 2.2 (General Release)	0	0%	0.00	P2N
CSTA Server Software	0	0%	0.00	P2N
CSTA User License - For activating a CSTA monitor extension per user. Microsoft Office Communicator Remote Call Control Requires CSTA Server Software (SKU 3500).	40	35%	26.00	P1N
Per User License for Communicator for Sametime plug-in, Includes Communicator for Windows Smartphone License. Requires the no-charge Sametime Integration Services software loaded on IIS and any DNS servers in the system.	55	35%	35.75	P1N

Mobility Client Access License for one end user; includes one SIP Device License and one Mobile Access License (minimum order quantity is 10). Upgrade to Mobility Client Access License from Mobile Access License; includes one SIP User License and one Mobility Client Access License. Requires separate purchase of ShoreTel Mobility Router.	150	35%	97.50	P1
ShoreTel Dock (Apple 30-pin), model number D100/3. This product requires separate purchase of ShoreTel Mobility in order to integrate with UC systems.	349	35%	226.85	P1
ShoreTel Dock (Apple Lightning), model number D100/1. This product requires separate purchase of ShoreTel Mobility in order to integrate with UC systems.	350	35%	227.50	P1
Mobility Router 2000 Appliance; supports up to 100 users when the appropriate number of client access licenses are purchased. Does not support redundant Mobility Router 4000 Appliance; supports up to 1000 users when the appropriate number of client access licenses are purchased.	4995	35%	3246.75	P1
Mobility Router 4000 Appliance; supports up to 1000 users when the appropriate number of client access licenses are purchased.	6995	35%	4546.75	P1
Mobility Router 6000 Appliance; supports up to 5000 users when the appropriate number of client access licenses are purchased.	14995	35%	9746.75	P1

Small Business Edition Server (UC Server 20), Cisco E3902 G51C, 4GB RAM, 500GB I/O. Ships with Microsoft Windows Server 2008 R2 for Telecon	1500	35%	975.00	P1N
SBE or SBE 100 Upgrade to Enterprise (available 120 days after SBE software license activation)	4495	35%	2921.75	P1
SBE Server Replacement. Allows existing SBE customers to replace obsolete I/O server with turnkey shipping server. UC Server 20 (Cisco E3902 G51C, 4GB RAM, 500GB I/O. Ships with Microsoft Windows Server 2008 R2 for Telecon Edition)	1125	35%	731.25	P1N
Small Business Edition Upgrade to Small Business Edition 100	1995	35%	1296.75	P1
SBE 100 bundle, 15 Users with server. Includes UC Server 20, SC200, 1 tray, 15 end 6 million lic, 1 end only lic, 1 Communicator Operator access lic, 15 Communicator Personal access lic, 8 SIP trunk lic, 3 site lic, 5 Appl Dialer & 5 Web Dialer lic	2495	35%	1621.75	P1N
SBE 100 bundle, 20 Users with server. Includes UC Server 20, SC200, 1 tray, 20 end 6 million lic, 1 end only lic, 1 Communicator Operator access lic, 20 Communicator Personal access lic, 8 SIP trunk lic, 2 site lic, 5 Appl Dialer & 5 Web Dialer lic	2995	35%	1946.75	P1N
SBE 100 bundle, 25 Users with server. Includes UC Server 20, SC2011A, 1 tray, 25 end 6 million lic, 1 end only lic, 1 Communicator Operator access lic, 25 Communicator Personal access lic, 8 SIP trunk lic, 3 site lic, 5 Appl Dialer & 5 Web Dialer lic	4995	35%	3246.75	P1N
SBE 100 bundle, 50 Users with server. Includes UC Server 20, SC2011A, 1 tray, 50 end 6 million lic, 1 end only lic, 1 Communicator Operator access lic, 50 Communicator Personal access lic, 24 SIP trunk lic, 4 site lic, 5 Appl Dialer & 5 Web Dialer lic	8495	35%	5521.75	P1N
SBE 100 bundle, 15 Users w/o server. Includes SC200, 1 tray, 15 end 6 million lic, 1 end only lic, 1 Communicator Operator access lic, 15 Communicator Personal access lic, 8 SIP trunk lic, 1 site lic, 5 Appl Dialer & 5 Web Dialer lic	1995	35%	1296.75	P1N
SBE 100 bundle, 20 Users w/o server. Includes UC Server 20, SC2011A, 1 tray, 20 end 6 million lic, 1 end only lic, 1 Communicator Operator access lic, 20 Communicator Personal access lic, 8 SIP trunk lic, 1 site lic, 5 Appl Dialer & 5 Web Dialer lic	2495	35%	1621.75	P1N
SBE 100 bundle, 25 Users w/o server. Includes SC2011A, 1 tray, 25 end 6 million lic, 1 end only lic, 1 Communicator Operator access lic, 25 Communicator Personal access lic, 8 SIP trunk lic, 2 site lic, 5 Appl Dialer & 5 Web Dialer lic	4495	35%	2921.75	P1N
SBE 100 bundle, 50 Users w/o server. Includes SC2011A, 1 tray, 50 end 6 million lic, 1 end only lic, 1 Communicator Operator access lic, 50 Communicator Personal access lic, 24 SIP trunk lic, 4 site lic, 5 Appl Dialer & 5 Web Dialer lic	7995	35%	5196.75	P1N
Outbound Campaign IVR Application - Base package (5 simultaneous calls). Create automated calling campaigns for simple notifications and scripted interactions with transfer to agents.	5495	35%	357.2	P1
Outbound Campaign IVR application - Add-on bundle (5 simultaneous calls). Combine with Base Package incrementally for increased simultaneous call volume	1095	35%	71.2	P1
Contact Center Agent Dashboard - Base package (5 concurrent users). Web-based agent dashboard providing call-line agent & queue statistics. Must be run on separate server from CC server.	1250	35%	813	P1
Contact Center Agent Dashboard - Add-on license (1 concurrent user). Combine with Base Package incrementally for increased concurrent user capacity.	150	35%	98	P1
Contact Center Interaction Viewer - Base package (1 concurrent user). Web-based viewer for end-to-end call interaction details with link to CRM. Includes pre-requested CDR translation service. Runs on separate server from CC server.	2750	35%	1788	P1
Contact Center Interaction Viewer - Add-on license (1 concurrent user). Combine with Base Package incrementally for increased concurrent user capacity.	400	35%	260	P1

18022	615-1021	APPLICATION, CCIR TRANSFORM SERVICE (NO CC INTERACTION VIEWER WEB APPLICATION)	CCIR Transform Service (No CC Interaction Viewer Web Application). The feature CCIR database data into a database that is call oriented. Included in the CCIR Base license. Requires setup and server from CC server.	1950	35%	1268	P1
18023	615-1022	APPLICATION, CONTACT CENTER REAL-TIME MONITORING	Contact Center Real Time Monitoring Module (Includes 1 CC Interaction Viewer user, 1 CCIR Transform Service & 5 CC Agent Dashboard user licenses). Must be installed on separate server from CC server.	3000	35%	1950	P1
18033	615-1032	VOICE FORMS IVR APPLICATION	Voice form IVR Application. Configure after a dedicated voice response application that allows callers to fill out "forms" over the phone. Consolidated responses can be retrieved later from VoiceMail.	5600	35%	3640	P1
18034	615-1033	CALLER DIRECTED ROUTER APPLICATION	Caller Directed Router Application. Routes incoming calls based on caller input (e.g. account or file code). Includes web based administration of associated IVR and routing rules.	3438	35%	2235	P1
18046	615-1045	CONTACT CENTER AGENT ALERT	Contact Center Agent Alert. Notifies an agent via visual desktop alert when he enters a state in which he cannot receive ACD calls.	25	35%	16	P1
30133	640-1039	ENTERPRISE CONTACT CENTER 9 BASE 10 PACKAGE	ECC Base 10 Package for release 9 - Includes server based software for contact center. Includes 10 Agent licenses (Inbound voice / outbound), 30 IVR Port 1 Supervisor, 2 groupagent find licenses. Only one Base 10 Package needed per server.	8,504	35%	5528	P1
30015	690-1023	LICENSE, ECC INBOUND 5 VOICE	LICENSE, ECC INBOUND 5 VOICE. 5 concurrent agent and 5 concurrent IVR Port licenses. Incremental licenses over ECC Base 10 package.	4125	35%	2681	P1N
30016	690-1024	LICENSE, ECC OUTBOUND VOICE 5	LICENSE, ECC OUTBOUND VOICE 5. 5 concurrent agent licenses for outbound campaign. Add on to inbound voice license. Consumed once an agent logs in a new campaign. The new agent is not included in the group.	2000	35%	1300	P1
30017	690-1025	LICENSE, ECC 5 EMAIL	LICENSE, ECC 5 EMAIL. 5 concurrent agent licenses for email. Add on to inbound voice license. License consumed everytime an agent logs into a email group.	2000	35%	1300	P1
30018	690-1026	LICENSE, ECC 5 WEB	LICENSE, ECC 5 WEB. 5 concurrent agent licenses for web chat, co browsing and web callback. Add on to inbound voice license. Consumed everytime an agent logs into a chat group.	2000	35%	1300	P1
30020	690-1028	LICENSE, CC INBOUND 5 VOICE	LICENSE, CC INBOUND 5 VOICE. 5 concurrent agent licenses for inbound voice calls. Incremental licenses over the CC base 10 package which include 10 agent licenses.	2500	35%	1625	P1
30038	690-1050	LICENSE, 5 IVR PORTS	LICENSE, 5 IVR PORTS. 5 IVR port license. Incremental licenses over either the ECC Base 10 Package/ECC Base 10 IVR Package	1000	35%	650	P1
30056	690-1117	LICENSE, TAPI APPLICATION SERVER, CONTACT CENTER	Contact Center TAPI App Server License. Allows use of Contact Center TAPI apps with ST system. Needed if the app is on distributed servers for each additional license. WORKGROUP AGENT TO ECC AGENT UPGRADE. Upgrades a workgroup agent to an ECC agent with inbound voice capability.	495	35%	322	P1
30088	690-1166	LICENSE, WORKGROUP AGENT TO ECC AGENT UPGRADE	LICENSE, WORKGROUP AGENT TO ECC AGENT UPGRADE. Upgrades a workgroup agent to an ECC agent with inbound voice capability.	600	35%	390	P1
30089	690-1167	LICENSE, WORKGROUP SUPERVISOR TO ECC SUPERVISOR UPGRADE	LICENSE, WORKGROUP SUPERVISOR TO ECC SUPERVISOR UPGRADE. Required only for upgrading from workgroup to new ECC system. Includes 1 Inbound agent, 1 IVR port, 1 agent activity API, and 1 group activity API.	600	35%	390	P1
30090	640-1034	LICENSE, WORKGROUP TO ECC BASE SYSTEM UPGRADE	LICENSE, WORKGROUP TO ECC BASE SYSTEM UPGRADE. Required only for upgrading from workgroup to new ECC system. Includes 1 Inbound agent, 1 IVR port, 1 agent activity API, and 1 group activity API.	600	35%	390	P1
30103	690-1187	LICENSE, ECC 7 UPGRADE	ECC 7 Upgrade license. Upgrades server licenses from ECC 5.1 or 6 releases to ECC 7. Converts the single licenses to software key. Includes 2 group activity, 2 group supervisor licenses. Requires more than one concurrent license on the server.	0	35%	0	P1
30107	690-1190	LICENSE, ENTERPRISE CONTACT CENTER VERINT INTERFACE	Enterprise Contact Center Verint Interface License. One license to activate the ECC event interface with the Verint Impact 360 Real Time Adherence Engine.	1500	35%	975	P1
30108	690-1193	LICENSE, ENTERPRISE CONTACT CENTER AGENT ACTIVITY EVENT FEED	License does not include Verint Impact 360 application. One license to activate one agent activity event feed. Two event feed licenses are included in the Enterprise Contact Center Agent Activity Event Feed license.	350	35%	228	P1
30109	690-1192	LICENSE, ENTERPRISE CONTACT CENTER GROUP ACTIVITY EVENT FEED	Enterprise Contact Center Group Activity Event Feed license. One license to activate one group activity event feed. Two event feed licenses are included in the Enterprise Contact Center Group Activity Event Feed license.	350	35%	228	P1
30122	690-1222	LICENSE BUINDL, ENTERPRISE CONTACT CENTER INBOUND VOICE AGENT	Enterprise Contact Center Inbound Voice License Bundle. Add-on 1 agent and 1 IVR Port (concurrent) license. These are incremental licenses over the ECC base 10 bundle. For use with ECC 7 or later.	825	35%	536	P1
30123	690-1223	LICENSE, ENTERPRISE CONTACT CENTER OUTBOUND CAMPAIGN	ECC Outbound Campaign license. 1 concurrent agent license for outbound campaign. This is an add on to inbound voice license. License consumed every time an agent logs into a new outbound campaign. For use with ECC 7 or later.	400	35%	260	P1
30124	690-1224	LICENSE, ENTERPRISE CONTACT CENTER EMAIL	ECC Email license. 1 concurrent agent license for handling email. Add on to inbound voice license. License is consumed every time an agent logs into a group email box and a dedicated mailbox. For use with ECC 7 or later.	400	35%	260	P1
30125	690-1225	LICENSE, ENTERPRISE CONTACT CENTER WEB	ECC Web license. 1 concurrent agent license for web chat. Add on to inbound voice license. License is consumed every time an agent logs into a group with chat feature module. Used with ECC 7 or later.	400	35%	260	P1
30126	690-1226	LICENSE, ENTERPRISE CONTACT CENTER IVR	Enterprise Contact Center IVR license. One concurrent IVR port license. These are incremental licenses over either the ECC Base 10 Package or the ECC Base 10 IVR Package. Can be used with ECC 7 or later.	200	35%	130	P1
30127	690-1227	LICENSE, ENTERPRISE CONTACT CENTER SUPERVISOR	Enterprise Contact Center Supervisor license. One concurrent supervisor license. Includes capability to access Agent manager, Director, Reports, CCIS and Webbased Editor. Can be used with ECC 7 or later.	825	35%	536	P1
30128	690-1228	LICENSE, ENTERPRISE CONTACT CENTER REDUNDANT SERVER	Enterprise Contact Center Redundant Server license for the redundant or warm standby ECC server. Will be configured with the same license as the primary server. Add-on 1 agent license. Can be used with ECC 7 or later.	6500	35%	4225	P1
30129	690-1229	LICENSE, ECC 8 UPGRADE	ECC 8 Upgrade license. Upgrades server licenses from ECC 6 or ECC 7 to ECC 8. Converts ECC 6 single licenses to software key. Double must be returned in 30 days. (ECC 7 and Base are software key).	0	35%	0	P1
91136	851-1403	CONTACT CENTER REPORTS CONSULTING - REMOTE	Contact Center Reports Consulting. Remote	1200	15%	1020.00	S1N
91137	851-1404	CONTACT CENTER REPORTS CONSULTING - ONSITE	Contact Center Reports Consulting. Onsite	2400	15%	2040.00	S1N
91138	851-1405	CONTACT CENTER REPORTS CONSULTING + 4 REPORTS - REMOTE	Contact Center Reports Consulting + 4 Reports. Remote	2400	15%	2040.00	S1N
91139	851-1406	CONTACT CENTER REPORTS CONSULTING + 4 REPORTS - ONSITE	Contact Center Reports Consulting + 4 Reports. Onsite	3600	15%	3060.00	S1N
91140	851-1407	CONTACT CENTER REPORTS CONSULTING + 6 REPORTS - REMOTE	Contact Center Reports Consulting + 6 Reports. Remote	2900	15%	2465.00	S1N
91141	851-1408	CONTACT CENTER REPORTS CONSULTING + 6 REPORTS - ONSITE	Contact Center Reports Consulting + 6 Reports. Onsite	4100	15%	3485.00	S1N
91142	851-1409	CONTACT CENTER REPORTS CONSULTING + 8 REPORTS - REMOTE	Contact Center Reports Consulting + 8 Reports. Remote	3300	15%	2805.00	S1N
91143	851-1410	CONTACT CENTER REPORTS CONSULTING + 8 REPORTS - ONSITE	Contact Center Reports Consulting + 8 Reports. Onsite	4500	15%	3825.00	S1N
40007	610-1123	WORKGROUP AGENT ACCESS LICENSE	Workgroup Agent Access License	295	35%	192	P1
40008	610-1124	WORKGROUP SUPERVISOR ACCESS LICENSE	Workgroup Supervisor Access License	595	35%	387	P1

ADVANCED APPLICATIONS

18003	615-1003	APPLICATION, WORKGROUP MONITOR	Workgroup Monitor Application. Realtime performance monitor for Workgroups, including by public views.	3713	35%	2413.45	P1
18004	615-1004	REPORT, WORKGROUP EXCEPTIONAL/ABANDONED CALL	Workgroup Exceptional/Abandoned Call Report	1485	35%	965.25	P1
18005	615-1005	REPORT, TARGET SERVICE LEVEL AGREEMENT	Workgroup Target Service Level Agreement Report	1485	35%	965.25	P1
18006	615-1006	REPORT, WORKGROUP AGENT DAILY LOGIN/LOGOUT	Workgroup Agent Daily Login/Logout Report	1485	35%	965.25	P1
18008	615-1008	EMERGENCY NOTIFICATION, 5 OR FEWER	Emergency Notification, 5 or fewer	2200	35%	1430.00	P1
18009	615-1009	EMERGENCY NOTIFICATION, 6 OR MORE	Emergency Notification, 6 or more	5500	35%	3575.00	P1
18010	615-1010	CALL ROUTER APPLICATION	Call Router Application. System-wide Caller ID and DTMF based routing with web-based Administration	3438	35%	2234.70	P1
18011	615-1011	APPLICATION, EASYPOP, UNIVERSAL CRM CONNECTOR	EasyPop (Universal CRM Connector). Licensed per desktop seat	200	35%	130.00	P1
18012	615-1012	APPLICATION, DIALER	Application Dialer. Desktop client application which allows highlight and click-to-call from any Microsoft Windows Application	72	35%	46.80	P1

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Voice Mail Queue Reference, Doc. Path, City 25	10	0%	10.00	P2N
IP110 IP Phone Queue Reference, Doc. Path, City 25	10	0%	10.00	P2N
IP110 IP Phone User Guide, Doc. Path, City 25	125	0%	125.00	P2N
IP212A IP Phone Data Reference, Doc. Path, City 25	20	0%	10.00	P2N
IP212A IP Phone User Guide, Doc. Path, City 25	125	0%	125.00	P2N
5606/560C IP Phone Queue Reference, Doc. Path, City 25	10	0%	10.00	P2N

10312	840-1012	PACK, TUI GUIDE IP#560/560G QTY-25	125	0%	125.00	P2N
10313	840-1013	PACK, QUICK REF IP#115 QTY-25	10	0%	10.00	P2N
10314	840-1014	PACK, TUI GUIDE IP#115 QTY-25	125	0%	125.00	P2N
10315	840-1015	PACK, QUICK REF IP#65 QTY-25	10	0%	10.00	P2N
10316	840-1016	PACK, TUI GUIDE IP#65 QTY-25	125	0%	125.00	P2N
10327	840-1017	PACK, QUICK REF IP#65G QTY-25	10	0%	10.00	P2N
10328	840-1018	PACK, TUI GUIDE IP#65G QTY-25	125	0%	125.00	P2N
10331	840-1019	PACK, QUICK REF IP#230/230G QTY-25	10	0%	10.00	P2N
10332	840-1020	PACK, TUI GUIDE IP#230/230G QTY-25	125	0%	125.00	P2N
10382	840-1021	PACK, QUICK REF IP#655 QTY-25	10	0%	10.00	P2N
10383	840-1022	PACK, TUI GUIDE IP#655 QTY-25	125	0%	125.00	P2N
10502	840-1025	PACK, QUICK REF IP#420 QTY-25	10	0%	10.00	P2N
10503	840-1023	PACK, QUICK REF IP#480/480G QTY-25	10	0%	10.00	P2N
10504	840-1024	PACK, QUICK REF IP#485G QTY-25	10	0%	10.00	P2N
10505	840-1028	PACK, TUI GUIDE IP#420 QTY-25	125	0%	125.00	P2N
10506	840-1027	PACK, TUI GUIDE IP#480/480G QTY-25	125	0%	125.00	P2N
10507	840-1026	PACK, TUI GUIDE IP#485G QTY-25	125	0%	125.00	P2N

OTHER EQUIPMENT/ACCESSORIES

10162	310-1008	HANDSET, IP#XX/XXY/XX SERIES IP PHONES	27	0%	27.00	P1
10169	620-1026	KIT, WALL MOUNT SIXX SERIES IP PHONES	13	0%	13.00	P1
10195	620-1027-10	KIT, WALL MOUNT 1XX/BB SERIES IP PHONES	13	0%	13.00	P1
10211	620-1028-10	KIT, WALL MOUNT 2XX SERIES IP PHONES	13	0%	13.00	P1
10223	620-1057	KIT, RACK MOUNT SG DUAL TRAY	95	0%	95.00	P1N
10224	620-1065	KIT, RACK MOUNT SG DUAL TRAY	20	0%	20.00	P1N
10269	300-1023	KIT, IP PHONE GIG PWR ADPTR	35	0%	35.00	P1
10370	370-1058	STAND, 1XX/BB SERIES IP PHONES	7	0%	7.00	P1N
10371	370-1059	STAND, 2XX SERIES IP PHONES	7	0%	7.00	P1N
10372	370-1061	STAND, SIXX SERIES IP PHONES	7	0%	7.00	P1N
10373	370-1062	HANDSET CORD, 9 FT IP#XX/XXY/XX	3	0%	3.00	P2N
10381	370-1064	HANDSET, IP#55	27	0%	27.00	P1
10388	630-1087	CHARGER, IP#300 (SPARE)	29	0%	29.00	P3N
10397	370-1090	HANDSET CORD, 9FT IP#55	3	0%	3.00	P2N
10400	620-1058	KIT, 10 SETS LF RACK MOUNT EARS	150	0%	150.00	P1
10401	630-1082	REMOTE MICROPHONE POD, IP#55, QTY 2	195	0%	195.00	P1
10428	620-1269	KIT, IP PHONE IP#55 WALL MOUNT	30	0%	30.00	P1
10450	300-1032	BATTERY, IP 9300 (SPARE)	19	0%	19.00	P3N
10511	620-1307	KIT, HANDSET COVER/CLIP IP 9300	19	0%	19.00	P3N
10478	180-1135	POE CABLE, REPEATER, IP#300	29	0%	29.00	P3N
60047	620-1119	KIT, ANALOG HARMONICA & TELCO CABLE (FF)	99	0%	99.00	P1N
60152	620-1250	KIT, WALLMOUNT IP#480/48XG	29	0%	29.00	P1
60153	620-1251	KIT, WALLMOUNT IP#420	29	0%	29.00	P1
80016	260-1171	OVERLAY, IP#12BLK, FCH-CAN (25-PR)	22	0%	22.00	P2N
80018	260-1173	OVERLAY, IP#230/560 BLK, FCH-CAN (25-PR)	22	0%	22.00	P2N
80020	260-1175	OVERLAY, IP#10 BLK, FCH-CAN (25-PR)	22	0%	22.00	P2N
80021	260-1176	OVERLAY, IP#12 BLK, GERMAN (25-PR)	35	0%	35.00	P2N
80023	260-1178	OVERLAY, IP#10/115 BLK, GERMAN (25-PR)	35	0%	35.00	P2N
80025	260-1180	OVERLAY, IP#230 BLK, GERMAN (25-PR)	35	0%	35.00	P2N
80066	260-1183	OVERLAY, IP#60 BLK, GERMAN (25-PR)	35	0%	35.00	P2N
10508	620-1300	KIT, IP#XX LANGUAGE KEYS - FRENCH	59	0%	59.00	P2N
10509	620-1301	KIT, IP#XX LANGUAGE KEYS - SPANISH	59	0%	59.00	P2N
10510	620-1302	KIT, IP#XX LANGUAGE KEYS - GERMAN	59	0%	59.00	P2N

SUPPORT PLANS

95111 851-1306 ENTERPRISE SUPPORT, 1 YR NP

Enterprise Support (1 Year, No Phone)

1 15% 0.85 \$1M

95112	851-1309	ENTERPRISE SUPPORT, 1 YR FULL	Enterprise Support (1 Year, Full Coverage)	1	15%	0.85	51N
95131	851-1307	ENTERPRISE SUPPORT, 3 YR NP	Enterprise Support (3 Year, No Phones)	1	15%	0.85	51N
95132	851-1304	ENTERPRISE SUPPORT, 3 YR FULL	Enterprise Support (3 Year, Full Coverage)	1	15%	0.85	51N
95131	851-1308	ENTERPRISE SUPPORT, 5 YR NP	Enterprise Support (5 Year, No Phones)	1	15%	0.85	51N
95152	851-1305	ENTERPRISE SUPPORT, 5 YR FULL	Enterprise Support (5 Year, Full Coverage)	1	15%	0.85	51N
95211	851-1309	ENTERPRISE SUPPORT, 1 YR NP (NBD ONSITE VOICE SWITCH)	Enterprise Support (1 Year, No Phones, Next Business Day Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. \$1800 (\$15 or equivalent)	1	15%	0.85	51N
95212	851-1312	ENTERPRISE SUPPORT, 1 YR FULL COVERAGE (NBD ONSITE VOICE SWITCH)	Enterprise Support (1 Year, Full Coverage, Next Business Day Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. \$1800 (\$15 or equivalent)	1	15%	0.85	51N
95231	851-1310	ENTERPRISE SUPPORT, 3 YR NP (NBD ONSITE VOICE SWITCH)	Enterprise Support (3 Year, No Phones, Next Business Day Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. \$1800 (\$15 or equivalent)	1	15%	0.85	51N
95232	851-1313	ENTERPRISE SUPPORT, 3 YR FULL (NBD ONSITE VOICE SWITCH)	Enterprise Support (3 Year, Full Coverage, Next Business Day Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. \$1800 (\$15 or equivalent)	1	15%	0.85	51N
95251	851-1311	ENTERPRISE SUPPORT, 5 YR NP (NBD ONSITE VOICE SWITCH)	Enterprise Support (5 Year, No Phones, Next Business Day Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. \$1800 (\$15 or equivalent)	1	15%	0.85	51N
95252	851-1314	ENTERPRISE SUPPORT, 5 YR FULL (NBD ONSITE VOICE SWITCH)	Enterprise Support (5 Year, Full Coverage, Next Business Day Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. \$1800 (\$15 or equivalent)	1	15%	0.85	51N
95331	851-1319	ENTERPRISE SUPPORT, 3 YR NP (4HR ONSITE VOICE SWITCH)	Enterprise Support (3 Year, No Phones, 4hr Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. \$1800 (\$15 or equivalent)	1	15%	0.85	51N
95332	851-1316	ENTERPRISE SUPPORT, 3 YR FULL (4HR ONSITE VOICE SWITCH)	Enterprise Support (3 Year, Full Coverage, 4hr Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. \$1800 (\$15 or equivalent)	1	15%	0.85	51N
95351	851-1320	ENTERPRISE SUPPORT, 5 YR NP (4HR ONSITE VOICE SWITCH)	Enterprise Support (5 Year, No Phones, 4hr Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. \$1800 (\$15 or equivalent)	1	15%	0.85	51N
95352	851-1317	ENTERPRISE SUPPORT, 5 YR FULL (4HR ONSITE VOICE SWITCH)	Enterprise Support (5 Year, Full Coverage, 4hr Onsite Switch Replacement). Allow 30 days from purchase for contract activation in the U.S. 60 days for other countries. Min. \$1800 (\$15 or equivalent)	1	15%	0.85	51N
97133	851-1452	ENTERPRISE SUPPORT, E-RATE 1 YR NP	Enterprise Support - E-Rate, 1 Yr, No Phones, No MUA, includes software download, bug fixes, and access to a technical assistance center.	1	15%	0.85	51N
97134	851-1453	ENTERPRISE SUPPORT, E-RATE 3 YR NP	Enterprise Support - E-Rate, 3 Yr, No Phones, No MUA, includes software download, bug fixes, and access to a technical assistance center.	1	15%	0.85	51N
97155	851-1454	ENTERPRISE SUPPORT, E-RATE 5 YR NP	Enterprise Support - E-Rate, 5 Yr, No Phones, No MUA, includes software download, bug fixes, and access to a technical assistance center.	1	15%	0.85	51N
92454	851-1532	ENTERPRISE SUPPORT, ADVANTAGE PRO NP 1YR	Enterprise Support - Advantage Pro, 1 Yr, No Phones, 3 year service agreement providing Enterprise Support including phones, with full Technical Account Manager services.	1	15%	0.85	51N
92455	851-1533	ENTERPRISE SUPPORT, ADVANTAGE PRO NP 3YR	Enterprise Support - Advantage Pro, 3 Yr, No Phones, 3 year service agreement providing Enterprise Support including phones, with full Technical Account Manager services.	1	15%	0.85	51N
92456	851-1534	ENTERPRISE SUPPORT, ADVANTAGE PRO NP 5YR	Enterprise Support - Advantage Pro, 5 Yr, No Phones, 5 year service agreement providing Enterprise Support including phones, with full Technical Account Manager services.	1	15%	0.85	51N
92457	851-1535	ENTERPRISE SUPPORT, ADVANTAGE PRO FULL 1YR	Enterprise Support - Advantage Pro, 1 Yr, Full, 1 year service agreement providing Enterprise Support including phones, with full Technical Account Manager services.	1	15%	0.85	51N
92458	851-1536	ENTERPRISE SUPPORT, ADVANTAGE PRO FULL 3YR	Enterprise Support - Advantage Pro, 3 Yr, Full, 3 year service agreement providing Enterprise Support including phones, with full Technical Account Manager services.	1	15%	0.85	51N
92459	851-1537	ENTERPRISE SUPPORT, ADVANTAGE PRO FULL 5YR	Enterprise Support - Advantage Pro, 5 Yr, Full, 5 year service agreement providing Enterprise Support including phones, with full Technical Account Manager services.	1	15%	0.85	51N
92477	851-1606	ENTERPRISE SUPPORT, ADVANTAGE CORE NP 1YR	Enterprise Support - Advantage Core, 1 Yr, No Phones, 1 year service agreement providing Enterprise Support including phones, with essential Technical Account Manager services.	1	15%	0.85	51N
92478	851-1607	ENTERPRISE SUPPORT, ADVANTAGE CORE NP 3YR	Enterprise Support - Advantage Core, 3 Yr, No Phones, 3 year service agreement providing Enterprise Support including phones, with essential Technical Account Manager services.	1	15%	0.85	51N
92479	851-1608	ENTERPRISE SUPPORT, ADVANTAGE CORE NP 5YR	Enterprise Support - Advantage Core, 5 Yr, No Phones, 5 year service agreement providing Enterprise Support including phones, with essential Technical Account Manager services.	1	15%	0.85	51N
92480	851-1609	ENTERPRISE SUPPORT, ADVANTAGE CORE FULL 1YR	Enterprise Support - Advantage Core, 1 Yr, Full, 1 year service agreement providing Enterprise Support including phones, with essential Technical Account Manager services.	1	15%	0.85	51N
92481	851-1610	ENTERPRISE SUPPORT, ADVANTAGE CORE FULL 3YR	Enterprise Support - Advantage Core, 3 Yr, Full, 3 year service agreement providing Enterprise Support including phones, with essential Technical Account Manager services.	1	15%	0.85	51N
92482	851-1611	ENTERPRISE SUPPORT, ADVANTAGE CORE FULL 5YR	Enterprise Support - Advantage Core, 5 Yr, Full, 5 year service agreement providing Enterprise Support including phones, with essential Technical Account Manager services.	1	15%	0.85	51N
94131	851-1330	PARTNER SUPPORT, 1 YR NP	Partner Support (1 Year, No Phones)	1	15%	0.85	53N
94112	851-1333	PARTNER SUPPORT, 1 YR FULL	Partner Support (1 Year, Full Coverage)	1	15%	0.85	53N
94131	851-1331	PARTNER SUPPORT, 3 YR NP	Partner Support (3 Year, No Phones)	1	15%	0.85	53N
94132	851-1334	PARTNER SUPPORT, 3 YR FULL	Partner Support (3 Year, Full Coverage)	1	15%	0.85	53N
94151	851-1332	PARTNER SUPPORT, 5 YR NP	Partner Support (5 Year, No Phones)	1	15%	0.85	53N
94152	851-1335	PARTNER SUPPORT, 5 YR FULL	Partner Support (5 Year, Full Coverage)	1	15%	0.85	53N
91454	851-1612	PARTNER SUPPORT, ADVANTAGE CORE 1 YR NP	Partner Support - Advantage Core, 1 Yr, No Phones, 1 year service agreement providing Partner Support including phones, with essential Technical Account Manager services.	1	15%	0.85	53N
91455	851-1613	PARTNER SUPPORT, ADVANTAGE CORE 3 YR NP	Partner Support - Advantage Core, 3 Yr, No Phones, 3 year service agreement providing Partner Support including phones, with essential Technical Account Manager services.	1	15%	0.85	53N
91456	851-1614	PARTNER SUPPORT, ADVANTAGE CORE 5 YR NP	Partner Support - Advantage Core, 5 Yr, No Phones, 5 year service agreement providing Partner Support including phones, with essential Technical Account Manager services.	1	15%	0.85	53N
91457	851-1615	PARTNER SUPPORT, ADVANTAGE CORE 1 YR FULL	Partner Support - Advantage Core, 1 Yr, Full, 1 year service agreement providing Partner Support including phones, with essential Technical Account Manager services.	1	15%	0.85	53N
91458	851-1616	PARTNER SUPPORT, ADVANTAGE CORE 3 YR FULL	Partner Support - Advantage Core, 3 Yr, Full, 3 year service agreement providing Partner Support including phones, with essential Technical Account Manager services.	1	15%	0.85	53N
91459	851-1617	PARTNER SUPPORT, ADVANTAGE CORE 5 YR FULL	Partner Support - Advantage Core, 5 Yr, Full, 5 year service agreement providing Partner Support including phones, with essential Technical Account Manager services.	1	15%	0.85	53N

91460	851-1618	PARTNER SUPPORT, ADVANTAGE PRO 1 YR NP	Partner Support - Advantage Pro, 1 Yr, No Phones, 1 year service agreement providing Partner Support excluding phones, with full technical Account Manager service.	1	15%	0.85	\$3N
91461	851-1619	PARTNER SUPPORT, ADVANTAGE PRO 3 YR NP	Partner Support - Advantage Pro, 3 Yr, No Phones, 3 year service agreement providing Partner Support excluding phones, with full technical Account Manager service.	1	15%	0.85	\$3N
91462	851-1620	PARTNER SUPPORT, ADVANTAGE PRO 5 YR NP	Partner Support - Advantage Pro, 5 Yr, No Phones, 5 year service agreement providing Partner Support excluding phones, with full technical Account Manager service.	1	15%	0.85	\$3N
91463	851-1621	PARTNER SUPPORT, ADVANTAGE PRO 1 YR FULL	Partner Support - Advantage Pro, 1 Yr, Full, 1 year service agreement providing Partner Support including phones, with full technical Account Manager service.	1	15%	0.85	\$3N
91464	851-1622	PARTNER SUPPORT, ADVANTAGE PRO 3 YR FULL	Partner Support - Advantage Pro, 3 Yr, Full, 3 year service agreement providing Partner Support including phones, with full technical Account Manager service.	1	15%	0.85	\$3N
91465	851-1623	PARTNER SUPPORT, ADVANTAGE PRO 5 YR FULL	Partner Support - Advantage Pro, 5 Yr, Full, 5 year service agreement providing Partner Support including phones, with full technical Account Manager service.	1	15%	0.85	\$3N
91466	851-1624	PARTNER SUPPORT, PLUS CORE 1 YR NP	Partner Support - Plus Core, 1 Yr, No Phones, 1 year service agreement providing Partner Support excluding phones, with essential technical Account Manager service.	1	15%	0.85	\$3N
91467	851-1625	PARTNER SUPPORT, PLUS CORE 3 YR NP	Partner Support - Plus Core, 3 Yr, No Phones, 3 year service agreement providing Partner Support excluding phones, with essential technical Account Manager service.	1	15%	0.85	\$3N
91468	851-1626	PARTNER SUPPORT, PLUS CORE 5 YR NP	Partner Support - Plus Core, 5 Yr, No Phones, 5 year service agreement providing Partner Support excluding phones, with essential technical Account Manager service.	1	15%	0.85	\$3N
91469	851-1627	PARTNER SUPPORT, PLUS CORE 1 YR FULL	Partner Support - Plus Core, 1 Yr, Full, 1 year service agreement providing Partner Support including phones, with essential technical Account Manager service.	1	15%	0.85	\$3N
91470	851-1628	PARTNER SUPPORT, PLUS CORE 3 YR FULL	Partner Support - Plus Core, 3 Yr, Full, 3 year service agreement providing Partner Support including phones, with essential technical Account Manager service.	1	15%	0.85	\$3N
91471	851-1629	PARTNER SUPPORT, PLUS CORE 5 YR FULL	Partner Support - Plus Core, 5 Yr, Full, 5 year service agreement providing Partner Support including phones, with essential technical Account Manager service.	1	15%	0.85	\$3N
91472	851-1630	PARTNER SUPPORT, PLUS PRO 1 YR NP	Partner Support - Plus Pro, 1 Yr, No Phones, 1 year service agreement providing Partner Support excluding phones, with full technical Account Manager service.	1	15%	0.85	\$3N
91473	851-1631	PARTNER SUPPORT, PLUS PRO 3 YR NP	Partner Support - Plus Pro, 3 Yr, No Phones, 3 year service agreement providing Partner Support excluding phones, with full technical Account Manager service.	1	15%	0.85	\$3N
91474	851-1632	PARTNER SUPPORT, PLUS PRO NP 5 YR NP	Partner Support - Plus Pro, 5 Yr, No Phones, 5 year service agreement providing Partner Support excluding phones, with full technical Account Manager service.	1	15%	0.85	\$3N
91475	851-1633	PARTNER SUPPORT, PLUS PRO 1 YR FULL	Partner Support - Plus Pro, 1 Yr, Full, 1 year service agreement providing Partner Support including phones, with full technical Account Manager service.	1	15%	0.85	\$3N
91476	851-1634	PARTNER SUPPORT, PLUS PRO 3 YR FULL	Partner Support - Plus Pro, 3 Yr, Full, 3 year service agreement providing Partner Support including phones, with full technical Account Manager service.	1	15%	0.85	\$3N
91477	851-1635	PARTNER SUPPORT, PLUS PRO 5 YR FULL	Partner Support - Plus Pro, 5 Yr, Full, 5 year service agreement providing Partner Support including phones, with full technical Account Manager service.	1	15%	0.85	\$3N
91147	851-1414	SHARED SUPPORT, MOBILITY 1 YR FULL	Shared Support for Mobility, 1 Yr, Full, 1 year service agreement providing Partner Support for the iPBX and Enterprise Support for Mobility.	1	15%	0.85	\$4N
91148	851-1415	SHARED SUPPORT, MOBILITY 3 YR FULL	Shared Support for Mobility, 3 Yr, Full, 3 year service agreement providing Partner Support for the iPBX and Enterprise Support for Mobility.	1	15%	0.85	\$4N
91149	851-1416	SHARED SUPPORT, MOBILITY 5 YR FULL	Shared Support for Mobility, 5 Yr, Full, 5 year service agreement providing Partner Support for the iPBX and Enterprise Support for Mobility.	1	15%	0.85	\$4N
97150	851-1525	SHARED SUPPORT, MOBILITY 1 YR NP	Shared Support for Mobility, 1 Yr, No Phones, 1 year service agreement providing Partner Support for the iPBX and Enterprise Support for Mobility with no phones support.	1	15%	0.85	\$4N
97151	851-1526	SHARED SUPPORT, MOBILITY 3 YR NP	Shared Support for Mobility, 3 Yr, No Phones, 3 year service agreement providing Partner Support for the iPBX and Enterprise Support for Mobility with no phones support.	1	15%	0.85	\$4N
97152	851-1527	SHARED SUPPORT, MOBILITY 5 YR NP	Shared Support for Mobility, 5 Yr, No Phones, 5 year service agreement providing Partner Support for the iPBX and Enterprise Support for Mobility with no phones support.	1	15%	0.85	\$4N
93189	851-1371	SHARED SUPPORT, CONTACT CENTER 1 YR FULL	Shared Support for Contact Center, 1 Yr, Full, 1 year service agreement providing Partner Support for the iPBX and Enterprise Support for the Contact Center.	1	15%	0.85	\$4N
93190	851-1372	SHARED SUPPORT, CONTACT CENTER 3 YR FULL	Shared Support for Contact Center, 3 Yr, Full, 3 year service agreement providing Partner Support for the iPBX and Enterprise Support for the Contact Center.	1	15%	0.85	\$4N
93191	851-1373	SHARED SUPPORT, CONTACT CENTER 5 YR FULL	Shared Support for Contact Center, 5 Yr, Full, 5 year service agreement providing Partner Support for the iPBX and Enterprise Support for the Contact Center.	1	15%	0.85	\$4N
97147	851-1522	SHARED SUPPORT, CONTACT CENTER 1 YR NP	Shared Support for Contact Center, 1 Yr, No Phones, 1 year service agreement providing Partner Support for the iPBX and Enterprise Support for the CC with no phones support.	1	15%	0.85	\$4N
97148	851-1523	SHARED SUPPORT, CONTACT CENTER 3 YR NP	Shared Support for Contact Center, 3 Yr, No Phones, 3 year service agreement providing Partner Support for the iPBX and Enterprise Support for the CC with no phones support.	1	15%	0.85	\$4N
97149	851-1524	SHARED SUPPORT, CONTACT CENTER 5 YR NP	Shared Support for Contact Center, 5 Yr, No Phones, 5 year service agreement providing Partner Support for the iPBX and Enterprise Support for the CC with no phones support.	1	15%	0.85	\$4N
91144	851-1411	SHARED SUPPORT, APPLICATIONS 1 YR FULL	Shared Support for Applications, 1 Yr, Full, 1 year service agreement providing Partner Support for the iPBX and Enterprise Support for Apps.	1	15%	0.85	\$4N
91145	851-1412	SHARED SUPPORT, APPLICATIONS 3 YR FULL	Shared Support for Applications, 3 Yr, Full, 3 year service agreement providing Partner Support for the iPBX and Enterprise Support for Apps.	1	15%	0.85	\$4N
91146	851-1413	SHARED SUPPORT, APPLICATIONS 5 YR FULL	Shared Support for Applications, 5 Yr, Full, 5 year service agreement providing Partner Support for the iPBX and Enterprise Support for Apps.	1	15%	0.85	\$4N
97153	851-1528	SHARED SUPPORT, APPLICATIONS 1 YR NP	Shared Support for Applications, 1 Yr, No Phones, 1 year service agreement providing Partner Support for the iPBX and Enterprise Support for Apps with no phones support.	1	15%	0.85	\$4N
97154	851-1529	SHARED SUPPORT, APPLICATIONS 3 YR NP	Shared Support for Applications, 3 Yr, No Phones, 3 year service agreement providing Partner Support for the iPBX and Enterprise Support for Apps with no phones support.	1	15%	0.85	\$4N
97155	851-1530	SHARED SUPPORT, APPLICATIONS 5 YR NP	Shared Support for Applications, 5 Yr, No Phones, 5 year service agreement providing Partner Support for the iPBX and Enterprise Support for Apps with no phones support.	1	15%	0.85	\$4N

OUT OF WARRANTY/EXPANDED SUPPORT
91073 851-1111 OUT OF WARRANTY HW REPAIR

NETWORK ASSESSMENT/EVALUATION/DELIVERY SERVICES
91057 851-1079 VOIP READINESS ASSESSMENT, ADDITIONAL TEST AGENT, 3-10
91058 851-1080 VOIP READINESS ASSESSMENT, ADDITIONAL TEST AGENT, 11 OR MORE
91060 851-1067 PROJECT REPORT, VOIP EVAL

SC Switch Repair	750	15%	637.50	\$1N
1 additional test agent for VoIP Readiness Assessment, 3-10 agents total. Must be ordered with SBU 91072.	150	15%	127.50	\$1N
1 additional test agent for VoIP Readiness Assessment, 11 or more agents total. Must be ordered with SBU 91072, ipw 1 and SBU 91057, qiv B.	100	15%	85.00	\$1N
VoIP Evaluation Project Report	500	15%	425.00	\$1N

91063	851-1068	NETWORK DESIGN SVC, VOIP EVAL	Network Design Services (per hour)	250	15%	212.50	S1N
91072	851-1110	VOIP READINESS ASSESSMENT	VOIP readiness assessment, remote, includes 1-2 test agents and project report	1500	15%	1275.00	S1N
91141	851-1510	WLAN (802.11) ASSESSMENT FOR MOBILITY - HI-TOUCH	Hi touch WLAN (802.11 Wi-Fi) Assessment for Mobility, up to 15x sq ft max, unlimited APs, T&E charges not included. Additional T&E apply for multiple sites within 15x sq ft limit.	3500	15%	2975.00	S1N
91142	851-1511	WLAN (802.11) ASSESSMENT - EXCESS AREA COVERAGE - HI-TOUCH	Additional area coverage for excess of 15x sq ft for Hi touch WLAN (802.11 Wi-Fi) Assessment for Mobility, up to 15x additional sq ft, unlimited APs, T&E charges not included. Additional T&E apply for multiple sites within 15x sq ft limit.	1000	15%	850.00	S1N
91143	851-1512	WLAN (802.11) ASSESSMENT FOR MOBILITY - SHARED	Shared WLAN (802.11 Wi-Fi) Assessment for Mobility, customer/partner conducts all on-site activity, up to 15x sq ft, unlimited APs	2000	15%	1700.00	S1N
92483	851-1636	NETWORK DELIVERY, REMOTE, 1-10 PHONES	Remotely design/configure/diagnose/remote, Single site, 1-10 phones, includes at least 1 Firewall, 1 core L3 voice switch, multiple L2 PoE voice switches, 1 managed switch router & 1 WLAN controller with APs, as required. Does not include network assessment.	450	15%	382.50	S1N
92484	851-1637	NETWORK DELIVERY, REMOTE, 11-25 PHONES	Remotely design/configure/diagnose/remote, Single site, 11-25 phones, includes at least 1 Firewall, 1 core L3 voice switch, multiple L2 PoE voice switches, 1 managed switch router & 1 WLAN controller with APs, as required. Does not include network assessment.	675	15%	573.75	S1N
92485	851-1638	NETWORK DELIVERY, REMOTE, 26-50 PHONES	Remotely design/configure/diagnose/remote, Single site, 26-50 phones, includes at least 1 Firewall, 1 core L3 voice switch, multiple L2 PoE voice switches, 1 managed switch router & 1 WLAN controller with APs, as required. Does not include network assessment.	900	15%	765.00	S1N
92486	851-1639	NETWORK DELIVERY, REMOTE, 51-75 PHONES	Remotely design/configure/diagnose/remote, Single site, 51-75 phones, includes at least 1 Firewall, 1 core L3 voice switch, multiple L2 PoE voice switches, 1 managed switch router & 1 WLAN controller with APs, as required. Does not include network assessment.	1125	15%	956.25	S1N
92487	851-1640	NETWORK DELIVERY, REMOTE, 76-100 PHONES	Remotely design/configure/diagnose/remote, Single site, 76-100 phones, includes at least 1 Firewall, 1 core L3 voice switch, multiple L2 PoE voice switches, 1 managed switch router & 1 WLAN controller with APs, as required. Does not include network assessment.	1575	15%	1338.75	S1N
92488	851-1641	NETWORK DELIVERY, REMOTE, 101-150 PHONES	Remotely design/configure/diagnose/remote, Single site, 101-150 phones, includes at least 1 Firewall, 1 core L3 voice switch, multiple L2 PoE voice switches, 1 managed switch router & 1 WLAN controller with APs, as required. Does not include network assessment.	2250	15%	1912.50	S1N
92489	851-1642	NETWORK DELIVERY, REMOTE, 151-200 PHONES	Remotely design/configure/diagnose/remote, Single site, 151-200 phones, includes at least 1 Firewall, 1 core L3 voice switch, multiple L2 PoE voice switches, 1 managed switch router & 1 WLAN controller with APs, as required. Does not include network assessment.	3150	15%	2677.50	S1N
92490	851-1643	NETWORK DELIVERY, REMOTE, 201-300 PHONES	Remotely design/configure/diagnose/remote, Single site, 201-300 phones, includes at least 1 Firewall, 1 core L3 voice switch, multiple L2 PoE voice switches, 1 managed switch router & 1 WLAN controller with APs, as required. Does not include network assessment.	4275	15%	3633.75	S1N
92491	851-1644	NETWORK DELIVERY, REMOTE, 301-500 PHONES	Remotely design/configure/diagnose/remote, Single site, 301-500 phones, includes at least 1 Firewall, 1 core L3 voice switch, multiple L2 PoE voice switches, 1 managed switch router & 1 WLAN controller with APs, as required. Does not include network assessment.	5625	15%	4781.25	S1N
92492	851-1645	NETWORK DELIVERY, REMOTE, 501-750 PHONES	Remotely design/configure/diagnose/remote, Single site, 501-750 phones, includes at least 1 Firewall, 1 core L3 voice switch, multiple L2 PoE voice switches, 1 managed switch router & 1 WLAN controller with APs, as required. Does not include network assessment.	7200	15%	6120.00	S1N
92493	851-1646	NETWORK DELIVERY, REMOTE, 751-1000 PHONES	Remotely design/configure/diagnose/remote, Single site, 751-1000 phones, includes at least 1 Firewall, 1 core L3 voice switch, multiple L2 PoE voice switches, 1 managed switch router & 1 WLAN controller with APs, as required. Does not include network assessment.	9000	15%	7650.00	S1N
92494	851-1647	NETWORK DESIGN VALIDATION, REMOTE, 1,500 PHONES	Remotely Design Validation, Remote, Up to 500 phones and 5 sites. Assures network design fully supports voice & video, includes review of network schema & config, written report, and cost call to discuss results	1000	15%	850.00	S1N
92495	851-1648	NETWORK DIAGNOSTIC SERVICE, REMOTE	Network Diagnostic, On-Site, includes isolation & characterization of Data Network issues, excludes remediation. No charge if behavior is caused by system.	1500	15%	1275.00	S1N
92496	851-1649	NETWORK DIAGNOSTIC SERVICE, ON-SITE	Network Diagnostic, On-Site, includes isolation & characterization of Data Network issues, excludes remediation. No charge if behavior is caused by system.	2800	15%	2380.00	S1N
92497	851-1650	NETWORK SERVICE, CUSTOM	Non-standard Network Services work. Requires custom quote.	1	15%	0.85	S1N
IMPLEMENTATION SERVICES							
91086	851-1349	SERVICE, HIGH TOUCH IMPLEMENTATION	High Touch Implementation Service. Implementation services price for High Touch model that includes onsite delivery during business hours	1	15%	0.85	S1N
91087	851-1350	SERVICE, SHARED IMPLEMENTATION	Shared Implementation Service. Implementation services price for remote share of service model during business hours	1	15%	0.85	S1N
91744	851-1513	IMPLEMENTATION SERVICE FOR MOBILITY	Implementation service for Mobility, onsite delivery during business hours, and price per custom SDW, unlimited SDW for final service price quote.	1	15%	0.85	S1N
91280	851-1516	MOBILITY PILOT IMPLEMENTATION - EXCLUDES T&E	Mobility Pilot Implementation. excludes travel and expenses	9000	15%	7650.00	S1N
91293	851-1566	UC HEALTHCHECK-ONSITE SERVICE	Healthcheck service for Unified Communications solution deployments, Onsite, T&E included for HQ site only.	15000	15%	12750.00	S1N
91296	851-1569	UC HEALTHCHECK-REMOTE SERVICE	Healthcheck service for Unified Communications solution deployments, Remote.	12500	15%	10625.00	S1N
91299	851-1577	SERVICE, UC SYSTEM UPGRADE, REMOTE	Upgrade service for Unified Communications system with project management, planning and upgrade activities performed remotely with onsite support by the Partner and/or Customer.	1	15%	0.85	S1N
91300	851-1578	SERVICE, UC SYSTEM UPGRADE, ONSITE	Upgrade service for Unified Communications system with project management and planning plus a engineer onsite (at one site) to perform upgrade activities.	1	15%	0.85	S1N
91098	851-1361	SERVICE, CONTACT CENTER IMPLEMENTATION	Contact Center Implementation includes Remote Discovery, Project Management and Onsite Programing during business hours	1	15%	0.85	S1N
91294	851-1567	CONTACT CENTER HEALTHCHECK-ONSITE SERVICE	Healthcheck service for Contact Center solution deployments, Onsite, T&E included for HQ site only.	15000	15%	12750.00	S1N
91295	851-1568	CONTACT CENTER HEALTHCHECK-REMOTE SERVICE	Healthcheck service for Contact Center solution deployments, Remote.	12500	15%	10625.00	S1N
91090	851-1353	IMPLEMENTATION, MISCELLANEOUS MINOR PARTS	Miscellaneous minor parts change when does implementation	250	15%	212.50	S1N
91746	851-1515	IMPL. SVC FOR MS-UC (OCS/IVNC) OR IBM SAMETIME INTEGRATION	Implementation Service for integration with Microsoft UC applications (OCS/IVNC) or IBM Sametime, and price per custom SDW, unlimited SDW for service price quote.	1	15%	0.85	S1N
91712	851-1662	SBE 100 IMPLEMENTATION SERVICES, REMOTE, 1-25 USERS	Remote SBE 100 system implementation. Up to 5 sites, 1-25 users.	2,250	15%	1912.50	S1N
91713	851-1663	SBE 100 IMPLEMENTATION SERVICES, REMOTE, 26-50 USERS	Remote SBE 100 system implementation. Up to 5 sites, 26-50 users.	3,600	15%	3060.00	S1N
91714	851-1664	SBE 100 IMPLEMENTATION SERVICES, REMOTE, 51-75 USERS	Remote SBE 100 system implementation. Up to 5 sites, 51-75 users.	4,200	15%	3570.00	S1N
91715	851-1665	SBE 100 IMPLEMENTATION SERVICES, REMOTE, 76-100 USERS	Remote SBE 100 system implementation. Up to 5 sites, 76-100 users.	4,800	15%	4080.00	S1N
OTHER SUPPORT SERVICES							
93149	851-1197	TAC TIME & MATERIALS SERVICES (STANDARD HOURLY RATE)	TAC Time & Materials Services (Standard hourly rate)	200	0%	200	G1N
93150	851-1198	TAC TIME & MATERIALS SERVICES (AFTER HOURS HOURLY RATE)	TAC Time & Materials Services (After hours hourly rate)	400	0%	400	G1N
93151	851-1199	TAC TIME & MATERIALS SERVICES (WEEKEND HOURLY RATE)	TAC Time & Materials Services (Weekend hourly rate)	500	0%	500	G1N
93152	851-1200	TAC TIME & MATERIALS SERVICES (HOLIDAY HOURLY RATE)	TAC Time & Materials Services (Holiday hourly rate)	600	0%	600	G1N
91092	851-1355	TAC HOURLY LABOR RATE - BUSINESS HOURS	TAC Remote Break Fit Support for Customers with no Support Agreement, Business Hours, 8:00AM-5:00PM Monday - Friday, Hourly rate, two hours minimum.	280	0%	280	G1N
91093	851-1356	TAC HOURLY LABOR RATE - EVENING HOURS, SATURDAY AND SUNDAY	TAC Remote Break Fit Support for Customers with no Support Agreement, Evening and Weekend Hours, 5:00 PM-7:29AM Monday - Friday, all day Saturday and Sunday, Hourly rate, two hours minimum.	410	0%	410	G1N
91094	851-1357	TAC HOURLY LABOR RATE - HOLIDAY	TAC Remote Break Fit Support for Customers with no Support Agreement, Holiday (Excludes Holidays), Hourly rate, two hours minimum.	560	0%	560	G1N

91095	851-1358	TAC ONSITE DAILY LABOR RATE - WEEKDAY
91096	851-1359	TAC ONSITE DAILY LABOR RATE - SATURDAY AND SUNDAY
91097	851-1360	TAC ONSITE DAILY LABOR RATE - HOLIDAY
91101	851-1364	SERVICE, STANDARD LICENSE LOCKOUT RECOVERY
91102	851-1365	SERVICE, EXPEDITED LICENSE LOCKOUT RECOVERY
10143	851-1075	REIMBURSEMENT, TRAVEL & EXPENSES
93148	851-1196	REIMBURSEMENT, TRAVEL & EXPENSES (Additional Day)
91311	851-1602	REIMBURSEMENT, SPECIAL TRAVEL AND EXPENSES
91310	851-1601	SERVICE, CUSTOM WORK
91312	851-1603	SERVICE, EXPEDITE FEE
93154	851-1091	FEE, SAME DAY PROCESSING
93192	851-1401	FEE, ADDITIONAL FREIGHT - UPS RE-ROUTE PER PACKAGE
93080	851-1074	CUSTOM REPORTS
93157	851-1246	CONSULTING, REMOTE, BUSINESS HOURS, HOURLY RATE
93158	851-1247	CONSULTING, REMOTE, EVENING HOURS AND SATURDAY, HOURLY RATE
93159	851-1248	CONSULTING, REMOTE, HOLIDAY AND SUNDAY, HOURLY RATE
93160	851-1249	PROJECT TECHNICAL ACCOUNT MANAGER, FULL DAY RATE
91077	851-1338	ENTERPRISE ADVANCED QUEUE ACCESS - ADDITIONAL
93197	851-1605	CUSTOM SA-100/400 PROMPTS

ANNUAL BILLING SUPPORT

92468	851-1584	ENTERPRISE SUPPORT, EARLY TERMINATION FEE MULTYEAR ANNUAL BILLING
92469	851-1589	ENTERPRISE SUPPORT ANNUAL BILLING, 3 YEAR TERM, FULL
92470	851-1590	ENTERPRISE SUPPORT ANNUAL BILLING, 3 YEAR TERM, NP
92471	851-1591	ENTERPRISE SUPPORT ANNUAL BILLING, 5 YEAR TERM, FULL
92472	851-1592	ENTERPRISE SUPPORT ANNUAL BILLING, 5 YEAR TERM, NP
92473	851-1597	ENTERPRISE SUPPORT ANNUAL BILLING ADD ON, 3 YEAR TERM, FULL
92474	851-1598	ENTERPRISE SUPPORT ANNUAL BILLING ADD ON, 3 YEAR TERM, NP
92475	851-1599	ENTERPRISE SUPPORT ANNUAL BILLING ADD ON, 5 YEAR TERM, FULL
92476	851-1600	ENTERPRISE SUPPORT ANNUAL BILLING ADD ON, 5 YEAR TERM, NP

TRAINING

92023	851-1299	END USER ONSITE TRAINING FULL DAY
93051	851-1035	3201 SHORETEL COMMUNICATOR
93052	851-1036	3201 SHORETEL COMMUNICATOR GROUP TRAINING
93053	851-1037	3205 SYSTEM ADMINISTRATOR
93054	851-1038	3205 SYSTEM ADMINISTRATOR GROUP TRAINING
93061	851-1043	3200 DESIGNING AND IMPLEMENTING THE SHORETEL UC SOLUTION
93066	851-1055	CUSTOM TRAINING/CUSTOMER QUOTE
93069	851-1085	3405 CONTACT CENTER SYSTEM ADMINISTRATOR TRAINING
93070	851-1086	TRAINING, ENT. SUPERVISOR
93071	851-1087	3404 CONTACT CENTER SUPERVISOR TRAINING
93072	851-1088	3401 CONTACT CENTER AGENT TRAINING
93074	851-1106	ONSITE CONTACT CENTER USER TRAINING - FULL DAY (T&E INCLUDED)
93078	851-1094	3400 IMPLEMENTING SHORETEL CONTACT CENTER TRAINING
93079	851-1095	3210 MAINTAINING AND SUPPORTING THE SHORETEL UC SOLUTION
93193	851-1443	3500 IMPLEMENTING THE MOBILITY SOLUTION TRAINING
93194	851-1572	3401SP CONTACT CENTER AGENT TRAINING, SELF-PACED E-LEARNING
93195	851-1573	3404SP CONTACT CENTER SUPERVISOR TRAINING, SELF-PACED E-LEARNING
93196	851-1574	MOBILITY END USER ONSITE TRAINING FULL DAY
93255	851-1506	3410 MAINTAINING AND SUPPORTING CONTACT CENTER TRAINING
93256	851-1507	3406 USING AND DESIGNING SHORETEL CONTACT CENTER REPORTS TRAINING

TAC On-Site Break Fix Support for Customers with no Support Agreement. Business Hours (8:00AM-5:00PM Monday - Friday). Hourly rate, two hours minimum. T&E charges not included.

TAC On-Site Break Fix Support for Customers with no Support Agreement. Evening and Weekend Hours (5:01PM-7:59PM Monday - Friday, all day Saturday and Sunday). Hourly rate, two hours minimum. T&E charges not included.

TAC On-Site Break Fix Support for Customers with no Support Agreement. Holidays (Hours of Holidays). Hourly rate, two hours minimum. T&E charges not included. License Lockout Recovery Service (Week completed within 1 business day)

Expedited License Lockout Recovery Service (Week completed within 2 hours)

On-site Travel Expense (T&E estim. for the first day)

On-site Travel Expense (T&E estim. for additional days, requires first Day or STD 1014 to be ordered)

Custom quote for reimbursement of travel and expenses incurred while delivering Services

Custom week engagement based on a Statement of Work

Services - Expedite fee

SAME DAY PROTECTING BUSINESS

Additional Freight Fee - UPS re-route per package

Professional Services Custom Software (NOTE - Due to inherent variability in delivery time frame, custom software must be submitted on a separate order and can not be combined in a single order with other products)

Remote Assist Services, Business Hours (8:00AM-5:00PM Monday - Friday). Time and Materials, hourly rate, two hours minimum.

Remote Assist Service, Evening Hours and State Day (5:01PM-7:59PM Monday - Friday and all day Saturday). Time and Materials, hourly rate, two hours minimum.

Remote Assist Services, Sunday and Holidays (Sunday and ShoreTel Holidays). Time and Materials, hourly rate, two hours minimum.

Project Technical Account Manager - Time and Materials - Full Day Rate (five days minimum, 8:00AM-5:00PM Monday - Friday, Travel and Expense extra)

Enterprise Advanced Queue Access 1 year - Additional Engineer

Repatriate Phrase - ShoreTel with a customer designated company name in the SA-100/400 prompts. Customer must provide WAF file with proper pronunciation.

Enterprise Support with annual billing for a 3 year term, phones included. Penalty fee applies for early cancellation.

Enterprise Support with annual billing for a 5 year term, phones included. Penalty fee applies for early cancellation.

Enterprise Support with annual billing for a 5 year term, NP (phones not included). Penalty fee applies for early cancellation.

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2240	0%	2240	GIN
3280	0%	3280	GIN
4480	0%	4480	GIN
400	0%	400	GIN
600	0%	600	GIN
1000	15%	850.00	GIN
250	15%	212.50	GIN
1	15%	0.85	GIN
1	15%	0.85	GIN
1800	15%	1530.00	GIN
75.00	15%	63.75	GIN
15	0%	15.00	GIN
1	15%	0.85	GIN
225	15%	191.25	GIN
338	15%	286.88	GIN
450	15%	382.50	GIN
1800	15%	1530.00	GIN
6000	15%	5100.00	GIN
1350	15%	1147.50	GIN

GIN

93257	851-1508	3510 MAINTAINING AND SUPPORTING THE MOBILITY SOLUTION TRAINING	3510 Maintaining and Supporting the Mobility Solution Training (Per Student)	1500	15%	1275.00	\$1N
93258	851-1509	3205SP SYSTEM ADMINISTRATOR TRAINING, SELF-PACED EARNING	3205sp System Administrator Training, Self Paced eLearning (Per Student)	449	15%	381.65	\$1N
93259	851-1558	3505 MOBILITY SYSTEM ADMINISTRATOR	3505 Mobility System Administration Training (Per Student)	595	15%	505.75	\$1N
93260	851-1651	3206 IMPLEMENTING THE IP 9300 WIRELESS PHONE	3206 Implementing the IP 9300 Wireless Phone Training, Self Paced eLearning (Per Student)	125	15%	106.25	\$1N
93261	851-1652	3200U IMPLEMENTING THE UC SOLUTION RELEASE UPDATE	3200u Implementing the UC Solution Release Update Training, Self Paced eLearning (Per Student)	250	15%	212.50	\$1N
93262	851-1653	3200S IMPLEMENTING THE UC SOLUTION COURSE, SELF-STUDY	3200s Implementing the UC Solution Course, Self Study (Per Student)	1000	15%	850.00	\$1N
93263	851-1654	3210S IMPLEMENTING THE UC SOLUTION COURSE, SELF-STUDY	3210s Implementing the UC Solution Course, Self Study (Per Student)	1000	15%	850.00	\$1N
93264	851-1655	3400S IMPLEMENTING CONTACT CENTER COURSE, SELF-STUDY	3400s Implementing Contact Center Course, Self Study (Per Student)	1000	15%	850.00	\$1N
93265	851-1656	3410S MAINTAINING AND SUPPORTING CONTACT CENTER COURSE, SELF-STUDY	3410s Maintaining and Supporting Contact Center Course, Self Study (Per Student)	750	15%	637.50	\$1N
93266	851-1657	3420S USING AND DESIGNING CONTACT CENTER REPORTS COURSE, SELF-STUDY	3420s Using and Designing Contact Center Reports Course, Self Study (Per Student)	250	15%	212.50	\$1N
93267	851-1658	3420S USING AND DESIGNING SHORETEL CONTACT CENTER REPORTS COURSE, SELF-STUDY	3420s Using and Designing ShoreTel Contact Center Reports Course, Self Study (Per Student)	250	15%	212.50	\$1N
93268	851-1659	3500S IMPLEMENTING THE MOBILITY SOLUTION, SELF-STUDY COURSE	3500s Implementing the Mobility Solution, Self Study Course (Per Student)	750	15%	637.50	\$1N
97176	851-1666	3220 ADVANCED SUPPORT FOR THE SHORETEL UC SOLUTION	3220 Advanced Support for the ShoreTel UC Solution Training (Per Student)	500	15%	425.00	\$1N
97177	851-1667	3400U ECC IMPLEMENTATION AND SUPPORT CERTIFICATION UPDATE TRAINING	3400u ECC Implementation and Support Certification Update Training, Self Paced eLearning (Per Student)	3125	15%	2656.25	\$1N
97178	851-1668	3500U MOBILITY IMPLEMENTATION AND SUPPORT CERTIFICATION UPDATE TRAINING	3500u Mobility Implementation and Support Certification Update Training, Self Paced eLearning (Per Student)	125	15%	106.25	\$1N

WSCA-NASPO Addendum

Instructions: This document is used to authorize a Partner to sell under the ShoreTel WSCA-NASPO Master Agreement. In order to use this Exhibit, (i) Partner **MUST** already have an existing, executed Partner Agreement with ShoreTel ("Partner Agreement") and (ii) Partner must be authorized by the ShoreTel WSCA Contract Manager. In addition, a Partner must also sign a State-specific Participating Addendum to sell in specific WSCA-NASPO Participating Entity States or participating cities, counties, public schools, institutions of higher education and other eligible entities, *i.e.*, non-profits.

To use this document:

- Use an incremental addendum combination that is the next in sequence. Exhibit A is part of the Partner Agreement, so increment A-1, A-2, etc based on the number of agreements already in place. Please fill in all A-__ in the Addendum.
- Fill in the legal name of the Partner from the Partner Agreement, and the master ShoreTel ID for the Partner.
- When completed with all signatures, please return to championpartner@shoretel.com.

EXHIBIT A-1

WSCA-NASPO Addendum

This Exhibit A-1 shall be an Exhibit to the Partner Agreement ("**Exhibit**" or "**Addendum**") by and between ShoreTel and Partner Fieline Technical Services [insert name of Partner on Partner Agreement] ShoreTel ID# 1174c, effective 12-1-2014 [effective date] (the "**Partner Agreement**") This Exhibit A shall become part of the Partner Agreement effective as of the effective date hereof and all other terms of the Partner Agreement shall remain unchanged

1. Purpose; Exclusive Method to Sell; Order of Precedence

- 1.1 The purpose of this Addendum is to authorize Partner to resell Products under the ShoreTel WSCA-NASPO Master Agreement, State Of Utah - State Cooperative Contract, Contract No. AR627 which can be found at www.aboutwsca.org/documents/Data_Conn_1419ShoreTel_AR627_Master_Agreement140317.pdf ("**ShoreTel WSCA-NASPO Master Agreement**" or "**Master Agreement**") and to prescribe the terms and conditions applicable to all sales of ShoreTel Products and Services to Participating States and political subdivisions thereof purchasing under the Master Agreement. All capitalized terms that are not defined herein have the meanings assigned to them in the ShoreTel WSCA-NASPO Master Agreement "WSCA-NASPO" refers to the Western States Contracting Alliance – National Association of State Procurement Officials Cooperative Purchasing Organization.
- 1.2 Partners may sell to Participating States, cities, counties, public schools, institutions of higher education and other eligible entities i.e., non-profits under the ShoreTel WSCA-NASPO Master Agreement, only pursuant to the terms and conditions of the Master Agreement and this Addendum. Only authorized partners who have signed this WSCA-NASPO Addendum may sell ShoreTel Products and Services under this ShoreTel WSCA-NASPO Master Agreement
- 1.3 In case of any conflict between this Addendum, the Master Agreement and the Partner Agreement regarding resales of ShoreTel Products, the following order of precedence shall apply: the Master Agreement, this Addendum and the Partner Agreement, including, without limitation, regarding payment, delivery and standards of acceptance.

2. Background; Representation, Warranty and Covenant of Acceptance of ShoreTel WSCA-NASPO Master Agreement Terms

- 2.1 WSCA-NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials. It is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the organized US territories. Obligations under this Addendum are limited to those Participating States who have signed a Participating Addendum. Partner should note that the financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. The Participating States incur no financial obligations on behalf of political subdivisions.
- 2.2 As an authorized Contractor under the ShoreTel WSCA-NASPO Master Agreement, ShoreTel is required to comply with all of the terms and conditions of the WSCA-NASPO Master Agreement. In order for Partner to sell under the ShoreTel WSCA-NASPO Master Agreement, Partner must agree to and abide by all of the terms and conditions in the ShoreTel WSCA-NASPO Master Agreement in the same manner as ShoreTel has agreed to abide by the terms and conditions of the ShoreTel WSCA-NASPO Master Agreement. Accordingly, Partner hereby represents, warrants and covenants that it has read, accepted and will comply with all terms applicable to the resale of Products under the ShoreTel WSCA-NASPO Master Agreement.

3. Sales only to approved government entities; Pricing; Quarterly Reporting

- 3.1 Sales may be made under this Addendum only to approved government entities that are approved to purchase under the ShoreTel WSCA-NASPO Master Agreement.
- 3.2 For applicable pricing and discounts, please see ShoreTel's Partner Site for the pricing catalog, which will list those ShoreTel products and services and applicable discounts that can be sold under the ShoreTel WSCA-NASPO Master Agreement and the Participating Addendum.
- 3.3 ShoreTel is required to provide quarterly usage reports to the WSCA-NASPO Contract Administrator or

designee and is responsible to collect and report all sales data including resellers and partners' sales associated with the Master Agreement. Quarterly reports must coincide with the quarters in the fiscal year as outlined below

Quarter #1: July 1 through September 30, due annually by October 30

Quarter #2: October 1 through December 31, due annually by January 30

Quarter #3: January 1 through March 31, due annually by April 30.

Quarter #4: April 1 through June 30, due annually by July 30.

Partner agrees to provide, timely and accurately, quarterly sales data for sales under the Master Agreement and any Participating Addendum and any other related information as requested by ShoreTel.

4. Term; Termination

- 4.1 This Exhibit A shall be coterminous with the Main Partner Agreement and may be terminated pursuant to the terms and conditions of Section 9.2 of the Partner Agreement
- 4.2 A Partner may be removed by ShoreTel at any time from being an authorized Partner under the ShoreTel WSCA-NASPO Master Agreement, and this Exhibit A terminated by ShoreTel under Section 9.2(e) of the Partner Agreement (a) if the Partner is not complying with all of the requirements set forth in this Addendum, including, but not limited to, the Partner using this Addendum to resell to entities other than approved government entities
- 4.3 This Exhibit A may be terminated independent of the Partner Agreement so that Partner Agreement stays effective while this Exhibit A is terminated. If the Partner Agreement is terminated, this Exhibit A shall also terminate at the same time.

1. WSCA-NASPO Requirements

1. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF

1.1 Confidentiality Partner acknowledges that it and its employees or agents may, in the course of providing the Product under the Master Agreement and this Addendum, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Partner or its employees or agents in the performance of the Master Agreement and this Addendum, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Partner shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Partner) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by the Master Agreement and this Addendum; (c) is rightfully in Partner's possession without the obligation of nondisclosure prior to the time of its disclosure under the Master Agreement and this Addendum; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality; (e) is disclosed with the written consent of Participating Entity or, (f) is independently developed by employees, agents or subcontractors of Partner who can be shown to have had no access to the Confidential Information.

1.2 Non-Disclosure Partner shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of the Master Agreement and Addendum to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Partner shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Partner shall advise Participating Entity immediately if Partner learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of the Master Agreement and this Addendum and Partner shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Partner against any such person. Except as directed by Participating Entity, Partner will not at any time during or after the term of the Master Agreement and this Addendum disclose, directly or indirectly, any Confidential Information to any person, except in accordance with the Master Agreement and this Addendum, and that upon termination of the Master Agreement and this Addendum or at Participating Entity's request, Partner shall turn over to Participating Entity all documents, papers, and other matter in Partner's possession that embody Confidential Information. Notwithstanding the foregoing, Partner may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of the Master Agreement and this Addendum.

1.3 Injunctive Relief. Partner acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Partner acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

2. DEBARMENT The Partner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

3. DEFAULTS & REMEDIES

a. The occurrence of any of the following events shall be an event of default under the Master Agreement and this Addendum:

- i. Nonperformance of contractual requirements; or
- ii. A material breach of any term or condition of the Master Agreement or this Addendum, or
- iii. Any representation or warranty by Partner in response to the solicitation or in this Addendum proves to be untrue or materially misleading, or
- iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Partner, or the appointment of a receiver or similar officer for Partner or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- v. Any default specified in another section of the Master Agreement and this Addendum.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Partner shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate the Master Agreement and this Addendum in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Partner's liability for damages, including liquidated damages to the extent provided for under this Addendum.

c. If Partner is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Partner shall be in breach of its obligations under the Master Agreement and this Addendum and Lead State shall have the right to exercise any or all of the following remedies:

- i. Exercise any remedy provided by law; and
- ii. Terminate the Master Agreement and this Addendum and any related Contracts or portions thereof, and
- iii. Impose liquidated damages as provided in the Master Agreement and this Addendum; and
- iv. Suspend Partner from receiving future bid solicitations; and
- v. Suspend Partner's performance; and
- vi. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum.

4. DELIVERY Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Partner. Responsibility and liability for loss or damage shall remain the Partner until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Partner's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

5. FORCE MAJEURE None of ShoreTel, WSCA-NASPO, a Participating Entity or Partner shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA-

NASPO may terminate the Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

6. GOVERNING LAW Any sales under this Addendum shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreement(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action with a Purchasing Entity concerning an order placed against the Master Agreement(s) or the effect of a Participating Addendum shall be in the Purchasing Entity's State; *provided however*, that claims, disputes or actions with ShoreTel are governed under Section 13.10 of the Partner Agreement.

7. INDEMNIFICATION The Partner shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Partner, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement and this Addendum. This section is not subject to any limitations of liability in this Addendum or in any other document executed in conjunction with this Addendum.

8. INDEPENDENT CONTRACTOR The Partner shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

9. INDIVIDUAL CUSTOMER Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Participating Entity will be responsible for its own charges, fees, and liabilities. The Partner will apply the charges and invoice each Participating Entity individually.

10. INSURANCE Partner shall, during the term of the Master Agreement and this Addendum, maintain in full force and effect, the insurance described in this section. Partner shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in the Master Agreement and this Addendum's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories: a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate; b) Partner must comply with any applicable State Workers Compensation or Employers

Liability Insurance requirements.

Partner shall pay premiums on all insurance policies. Such policies shall also reference the Master Agreement and this Addendum and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Partner.

Prior to commencement of the work, Partner shall provide to the Participating Entity a written endorsement to the Partner's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Partner's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Partner shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly

indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at State's sole option, result in the Master Agreement and this Addendum's termination. Coverage and limits shall not limit Partner's liability and obligations under the Master Agreement and this Addendum.

11. LAWS AND REGULATIONS Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations

12. NO WAIVER OF SOVEREIGN IMMUNITY In no event shall this Addendum, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

15. ORDER NUMBERS Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. PARTICIPANTS WSCA-NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials. It is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the organized US territories. Obligations under the Master Agreement and this Addendum are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

17. ENTITY PARTICIPATION Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

18. PAYMENT Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Partner may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

19. PUBLIC INFORMATION The Master Agreement and this Addendum and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

20. RECORDS ADMINISTRATION AND AUDIT The Partner will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Partner for costs authorized by the Master Agreement and this Addendum. These records will be retained by the Partner for at least four years after the Master Agreement terminates, or until all audits initiated within the four years have been completed, whichever is later. The Partner agrees to allow WSCA-NASPO State and Federal auditors, and state agency staff access to all the records of the Master Agreement and this Addendum and any order placed under the Master Agreement and this Addendum, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

21. STANDARD OF PERFORMANCE AND ACCEPTANCE The Standard of Performance applies to all Product(s) purchased under the Master Agreement and this Addendum, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Partner after Acceptance by the Participating Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is installed and Partner certifies that the Product is ready for Acceptance Testing. If the Product does not meet the Standard of Performance during the initial

period of Acceptance Testing, Participating Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met. Upon rejection, the Partner will have fifteen (15) calendar days to cure the Standard of Performance issue(s). If after the cure period, the Product still has not met the Standard of Performance Participating Entity may, at its option, (1) declare Partner to be in breach and terminate the Order, (2) demand replacement Product from Partner at no additional cost to Participating Entity; or, (3) continue the cure period for an additional time period agreed upon by the Participating Entity and the Partner. Partner shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the Standard of Performance is met. The warranty period will begin upon Acceptance.

22. SYSTEM FAILURE OR DAMAGE In the event of system failure or damage caused by the Partner or its Product, the Partner agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

23. TITLE OF PRODUCT Upon Acceptance by the Participating Entity, Partner shall convey to Participating Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Participating Entity subsequently transfers title of the Product to another entity, Participating Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Participating Entity or Participating Entity's transferee.

24. WAIVER OF BREACH Failure of Lead State or Participating Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under the Master Agreement and this Addendum or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under the Master Agreement and this Addendum or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under the Master Agreement and this Addendum or Participating Addendum.

25. WARRANTY The Partner warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Partner made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Partner's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Partner will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Partner. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Partner will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs. See ShoreTel Standard Limited Warranty for warranty details.

26. ASSIGNMENT OF ANTITRUST RIGHTS Partner irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Partner now has or which may accrue to the Partner in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Partner for the purpose of carrying out the Partner's obligations under the Master Agreement and this Addendum or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action. Partner shall require any subcontractors hired to perform any of Partner's obligations, under the Master Agreement and this Addendum or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Partner in pursuance of the Master Agreement and this Addendum or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Definitions

Acceptance - means a written notice from a purchasing entity to Partner advising Partner that the Product has passed its Acceptance Testing. Acceptance of a product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the product, unless the Purchasing Entity provides a written notice of rejection to Partner.

Acceptance Testing - means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Partner - means the person or entity delivering Products or performing services under the terms and conditions set forth in the Master Agreement and this Addendum.

Intellectual Property - means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State - means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

Order - means any purchase order, sales order, or other document used by a Participating Entity to order the Products.

Participating Addendum - means a bilateral agreement executed by ShoreTel and a Participating Entity incorporating the Master Agreement and this Addendum and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity - means a state, or other legal entity, properly authorized by a state to enter into the Master Agreement or Participating Addendum or who is authorized to order under the Master Agreement or Participating Addendum.

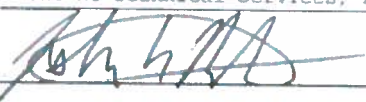
Product - Any equipment, software (including embedded software), documentation, or deliverable supplied or created by ShoreTel pursuant to the Master Agreement and this Addendum. WSCA-NASPO is a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for all states and the District of Columbia. WSCA-NASPO is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

Additional Definitions and Alternative Terms for Consideration

Below are additional definitions and alternative terms for consideration by the sourcing teams depending upon the nature of the solicitation and negotiations between the Contractor and Vendor.

Embedded Software - means one or more software applications which permanently reside on a computing device.

Machine Code - means microcode, basic input/output system code, utility programs, device drivers, diagnostics, and another code delivered with a computing device for the purpose of enabling the function of the computing device, as stated in its published specifications.

AGREEMENT TO AND ACKNOWLEDGEMENT OF EXHIBIT A-__	
PARTNER	SHORETEL, INC.
Reseller: <u>Richline Technical Services, LLC</u>	
Signature: 	Signature: 
Print Name: <u>Joshua Richline</u>	Print Name: <u>Jeff Mattan</u>
Title: <u>Sr. VP Telecom/Partner</u>	Title: <u>Sr Director WW Channel Programs</u>
Date: <u>12/1/2014</u>	Date: <u>Dec. 3, 2014</u>
	Title: <u>ShoreTel</u>

Attachment A

Contact Information

Partner Contacts

The individual named as WSCA-NASPO contact below will be responsible for all WSCA-NASPO related correspondence with ShoreTel.

Contact Type	Description
WSCA-NASPO Contact	• <i>Principal contact for important communications regarding WSCA-NASPO contracts</i> • <i>Access to revenue information</i>
Name: Josh Richline	
Title: Sr. VP	
Tel: 361.882.6297	
Fax: 361.887.9910	
E-mail: jrichline@richline.cc	

If the section above is blank, WSCA-NASPO related communications will be sent to the contact listed in the Business Owner/ Executive section of the Partner Agreement.