TeleStaff

SOFTWARE LICENSE AGREEMENT
TELESTAFF LICENSE AND ANNUAL SERVICE AGREEMENT

This Agreement ("AGREEMENT") made by and between **Principal Decision Systems International** ("PDSI") that has its principal place of business at **50 Corporate Park, Irvine, CA 92606**, and **Williamson County, Texas, a political subdivision of the State of Texas** ("CUSTOMER"), that has its principal place of business at **710 Main Street, Suite 101, Georgetown, TX 78726**, for the exclusive use of **Williamson County EMS** shall be subject to the following terms and conditions:

Whereas, PDSI has developed a telecommunications/computer technology which consists of certain software known as TELESTAFF; and

Whereas, PDSI imposes certain license requirements on customers desirous of purchasing a license for TELESTAFF; and

Whereas, CUSTOMER wishes to contract with PDSI to: (1) implement a license to use TELESTAFF, (2) train CUSTOMER on its configuration and use, and (3) as applicable, implement all licenses necessary to use TELESTAFF; and

Whereas, PDSI is willing to contract with CUSTOMER to: (1) grant CUSTOMER a license to use TELESTAFF, (2) train CUSTOMER on its configuration and use, and (3) as applicable, grant all licenses necessary to use TELESTAFF;

Now, therefore, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, PDSI and CUSTOMER do hereby agree as follows:

1. **Ownership and License of TELESTAFF**

    Except as provided herein at paragraph 2(b), PDSI hereby grants to CUSTOMER a license to use TELESTAFF in object code form. CUSTOMER shall abide by the terms and conditions of this license as stated herein. The parties recognize and acknowledge that ownership of TELESTAFF shall remain with PDSI.

2. **Copyright and Proprietary Protection.**

    (a) TELESTAFF is owned by PDSI, and is protected by United States and international copyright laws and international trade provisions. CUSTOMER must treat TELESTAFF like any other copyrighted material. This License and CUSTOMER's right to use TELESTAFF shall terminate automatically if CUSTOMER violates any part of this AGREEMENT. In the event of termination for any reason other than non-renewal of Service and Support as described herein at Section 10, CUSTOMER must immediately return TELESTAFF and accompanying documentation to PDSI.

    (b) CUSTOMER shall not:

    (i)   Modify TELESTAFF and/or merge it into another program for CUSTOMER use except by express, written permission from PDSI. Any portion of TELESTAFF merged into another program following the express, written permission from PDSI will be subject to the terms of this AGREEMENT;

    (ii) Reverse engineer, disassemble, decompile, or make any attempt to discover the source code or methodology of TELESTAFF;

    (iii) Copy TELESTAFF for any reason other than to make one backup copy in machine-readable form for archival purposes;

    (iv) Use software other than TELESTAFF to connect directly to the Sybase database for the purpose of extracting, modifying, deleting, viewing and/or adding data. CUSTOMER acknowledges that such direct connection to the database violates the OEM agreement between PDSI and Sybase.

3. **Execution Date.** The Execution Date is defined as the date this AGREEMENT is signed by an authorized agent of CUSTOMER.

4. **Term.** This AGREEMENT is effective and binding upon PDSI and CUSTOMER upon the Execution Date as defined in paragraph 3 herein and shall remain in effect for a term of one (1) year, unless terminated as provided herein. On each anniversary date thereafter, this AGREEMENT shall automatically renew for a term of one (1) year, unless otherwise terminated as provided herein.

5. **Product Components.** The following constitutes a list of TELESTAFF components and associated fees that CUSTOMER does hereby agree to purchase from PDSI available in connection with the use of TELESTAFF. See Appendix A for the recommended TELESTAFF hardware specifications.

Initial	Component	Fee
	TELESTAFF Enterprise Software License for 125 EMS Staff Members	All Quoted through SHI
	TELESTAFF Implementation Services for 125 EMS Staff Members	
	TELESTAFF Phase 2 Implementation Services for 125 EMS Staff Members	
	One year of PDSI-hosted Web Access for 125 Staff Members	
	Sybase Concurrent Connections (1) Qty: 12	
	4 Port Telephony Hardware Qty: 1	
	4 Port Telephony License (Dongle) Qty: 1	

Total Initial Acquisition Cost

6. **Pricing.** PDSI agrees to the fees reflected above in paragraph 5 for 90 days after 7/19/2011 or until 10/17/2011.

7. **Payments.** CUSTOMER agrees that all pricing and amounts due hereunder are based on United States currency and that all amounts remaining unpaid for more than thirty (30) days following the date of the invoice shall be subject to an interest charge at the monthly rate of 1.5%. CUSTOMER does hereby agree to the payment terms for each component.

Initial	Component	Due
	TELESTAFF Enterprise Software License and applicable Sales Tax for 125 Staff Members	Due Upon Delivery of TeleStaff Software CD version 2.x
	TELESTAFF Implementation Services for 125 EMS Staff Members	Due Upon Delivery of TeleStaff Software CD version 2.x
	TELESTAFF Phase 2 Implementation Services for 125 EMS Staff Members	Due Upon Delivery of TeleStaff Software CD version 2.x
	One year of PDSI-hosted Web Access for 125 Staff Members	Due Upon Delivery of TeleStaff Software CD version 2.x
	Sybase Concurrent Connections (1) and applicable Sales Tax	Net 60 Days
	4 Port Telephony Hardware and applicable Sales Tax	Net 60 Days
	4 Port Telephony License (Dongle) and applicable Sales Tax	Net 60 Days

8. **Travel Expenses.** CUSTOMER agrees to pay for all travel expenses related to TELESTAFF implementation and training services as defined in Appendix B; provided that CUSTOMER approves all such expenses in writing prior to the expenses being incurred.

9. **Implementation Services.** Implementation Services include configuration of TELESTAFF as defined in Appendix B. CUSTOMER acknowledges that training and/or reconfiguration requested by CUSTOMER in addition to that defined in Appendix B will be at an additional cost. Prior to any additional training or reconfiguring services being provided, the parties must amend this contract in writing and set forth the parties' agreement relating thereto.

10. **Annual Service and Support.** Service and Support of TELESTAFF is provided at no additional charge during the first twelve (12) months following the Execution Date. See Appendix C for the definition of Service and Support. CUSTOMER does hereby acknowledge that on each anniversary of the Execution Date, CUSTOMER may renew service and support under the following events:

Initial	Event	Payment
	TELESTAFF for 125 EMS Staff Members - 1st Anniversary of the Execution Date	$ 3,850
	Subsequent anniversaries during term	3% maximum increase over previous period

Should CUSTOMER elect not to renew Service and Support on the anniversary of any Execution Date, CUSTOMER acknowledges that any subsequent re-enrollment for Service and Support will only be accepted by PDSI after CUSTOMER cures the previous lapse in Service and Support by paying PDSI the Service and Support fee for the lapsed periods. In addition, CUSTOMER acknowledges that PDSI may assess CUSTOMER a Service and Support re-instatement fee that will not exceed ten percent (10%) of the Service and Support fee for the lapsed periods. PDSI reserves the right to discontinue Service and Support of previous releases of TELESTAFF as defined in Appendix C.

Should CUSTOMER increase the licensed capacity of TELESTAFF, CUSTOMER acknowledges that Annual Service and Support will increase as specified in Section 12 beginning with the next renewal period.

11. **Web Access.** Access to TELESTAFF via the web is hosted by PDSI. CUSTOMER does hereby acknowledge that on each event and for the fee specified below, CUSTOMER can renew web access:

Initial	Event	Payment

	Web Access for 125 EMS Staff Members - 1 month after 1st Anniversary of the Execution Date	$ 2,450
	Subsequent anniversaries during term	3% maximum increase over previous period

Should CUSTOMER elect not to renew web access or fail to pay the usage fee specified above in advance the subsequent 12 month period, CUSTOMER acknowledges that PDSI will disable CUSTOMER access from the Internet.

12. **Increases in License Capacity:** CUSTOMER may increase the capacity of its TELESTAFF license at a future date in increments of 50 staff members for an additional fee. CUSTOMER acknowledges that increasing its TELESTAFF license capacity will also cause an increase in Annual Service and Support, and Web Access services (PDSI-hosted Usage or Self-Hosted License and Annual Service and Support), if applicable. The following table shows the current pricing for all upgradeable components, however, pricing is subject to change without notice. Increases in TELESTAFF Annual Service and Support, PDSI-Hosted Web Access, and Self-hosted Web Access Annual Service and Support will be reflected at the first invoicing cycle following any TELESTAFF License Upgrade.

Initial	Event	Payment
	TELESTAFF License Upgrade	$ 7,500 per 50 staff members
	TELESTAFF Annual Service and Support	22% of TELESTAFF License Upgrade PLUS current Annual Service and Support amount
	PDSI-hosted Web Access Usage Fee (if applicable)	15% of TELESTAFF License Upgrade PLUS current WEBSTAFF Usage amount
	Web Access Self-Hosted License Upgrade (if applicable)	$ 3,000 per 50 staff members
	Web Access Self-Hosted Annual Service and Support (if applicable)	20% of Web Access Self-hosted License Upgrade
	Hourly rate for Additional Training as specified in Appendix B, ADDITIONAL TRAINING	$ 200 per hour

13. **Limited Warranty.** PDSI warrants TELESTAFF media to be free from defects in materials and workmanship for a period of ninety (90) days from Delivery and that the Software and Equipment shall materially perform in accordance with the Specifications so long as Customer purchases and remains on support maintenance services under Section 10 of this Agreement. In the event of a breach of this warranty, CUSTOMER's exclusive remedy shall be PDSI' repair or replacement of the deficient Software media, at PDSI' option, provided that CUSTOMER's use, installation and maintenance thereof have conformed to the TELESTAFF Specifications. This warranty is extended to CUSTOMER only and shall not apply to any TELESTAFF media in the event of:

(a)   damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical or electrical stress or causes other than normal and intended use; or
(b)   failure of CUSTOMER to provide and maintain a suitable installation environment, as specified in the PDSI's Specifications.

When using and applying the information generated by PDSI products, CUSTOMER is responsible for ensuring that CUSTOMER complies with the applicable requirements of federal and state law.

14. **Limitation of Liability.** CUSTOMER'S EXCLUSIVE REMEDIES AND PDSI'S SOLE LIABILITY FOR ANY PDSI BREACH OF THIS AGREEMENT ARE EXPRESSLY STATED HEREIN. EXCEPT AS PROVIDED IN THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. HOWEVER, PDSI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN TELESTAFF WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF TELESTAFF WILL BE UNINTERRUPTED OR ERROR FREE.

EXCEPT FOR PDSI'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 15 BELOW, IN NO EVENT SHALL PDSI'S OR ITS PARENTS', SUBSIDIARIES', AFFILIATES', OR THIRD PARTY LICENSOR'S LIABILITY TO A CUSTOMER, HOWSOEVER CAUSED, EXCEED THE VALUE OF THE ORDER WHICH GIVES RISE TO THE CLAIM, AND IN NO EVENT WILL PDSI OR ITS PARENTS, SUBSIDIARIES AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR CUSTOMER'S SPECIFIC USE OF, OR INABILITY TO SO USE, ANY SOFTWARE OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

15. **Indemnification.** PDSI agrees to indemnify CUSTOMER and to hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees) relating to actual or alleged infringement of United States or Canadian patents or copyrights asserted against CUSTOMER by virtue of CUSTOMER's use of the TELESTAFF as delivered and maintained by PDSI, provided that: i) PDSI is given prompt written notice of any such claim and has sole control over the investigation, preparation, defense and settlement of such claim; and, ii) CUSTOMER reasonably cooperates with PDSI in connection with the foregoing and provides PDSI with all information in CUSTOMER's possession related to such claim and any further assistance as reasonably requested by PDSI. PDSI will have no obligation to indemnify CUSTOMER to the extent any such claim is based on the use of TELESTAFF with software or equipment not supplied or authorized by PDSI. Should any or all of TELESTAFF as delivered and maintained by PDSI become, or in PDSI' reasonable opinion be likely to become, the subject of any such claim, PDSI may at its option: i) procure for CUSTOMER the right to continue to use the affected TELESTAFF as contemplated hereunder; ii) replace or modify the affected TELESTAFF to make its use non-infringing; or iii) should such options not be available at reasonable expense, terminate this Agreement with respect to the affected TELESTAFF upon thirty (30) days prior written notice to CUSTOMER. In such event of termination, CUSTOMER shall be entitled to a pro-rata refund of all fees paid to PDSI for the affected TELESTAFF, which refund shall be calculated using a five year straight-line depreciation commencing with the date of the relevant Order. Additionally, PDSI agrees to be liable for tangible property damage or personal injury caused solely by the negligence or willful misconduct of its employees.

16. **Termination.** This AGREEMENT shall terminate upon the following events:

(a) In the case of an event of default (if CUSTOMER or PDSI fails to satisfy any of its respective covenants, duties or obligations under this AGREEMENT), the non-defaulting party shall have the option to terminate this AGREEMENT. In the event of default, the non-defaulting party shall give written notice to the defaulting party of the alleged default and give such party at least thirty (30) days in which to cure the alleged default. If the defaulting party does not satisfactorily cure its default, the non-defaulting party has the right to terminate upon thirty (30) days additional written notice stating the defaulting party's failure to cure the default;

(b) By mutual consent between both parties; or

(c) CUSTOMER may terminate this AGREEMENT for convenience and without cause or further liability upon thirty (30) days written notice to PDSI. In the event of such termination, it is understood and agreed that only the amounts due to PDSI for goods, commodities and/or services provided/delivered and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for CUSTOMER's termination of this AGREEMENT for convenience.

17. **Miscellaneous Provisions**.

(a) Amendments. This AGREEMENT shall not be modified or amended except by another agreement in writing executed by the parties hereto.

(b) Entire Agreement. This AGREEMENT, including Appendices A, B, and C attached hereto, supersedes all prior discussions, understanding and agreement between the parties with respect to the matters contained herein, and constitutes the entire agreement between the parties with respect to the matters contemplated herein.

(c) Venue and Governing Law. Each party to this AGREEMENT hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this AGREEMENT shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this AGREEMENT is governed by the laws of the United States, this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

(d) Taxes: CUSTOMER agrees to pay any tax assessed on Product Components as specified in this agreement; provided, however, CUSTOMER is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by CUSTOMER. Exemption certificates will be provided upon request.

(e) Notices. All notices, requests, demands and/or other communications required or permitted to be given or made by this AGREEMENT shall be in writing and shall be delivered by commercial overnight delivery services which provides for receipt, or mailed by certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses referenced above. Any party may change its address for purposes of this AGREEMENT by notice in writing to the other party.

(f) No Waiver. No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or remedy or partial exercise of any right, power or remedy by any party will preclude any other or future exercise of any other right, power or remedy or partial right, power or remedy. No express waiver of assent by any party hereto to any default in any term or condition of this AGREEMENT shall constitute a waiver of or an assent to any succeeding default in the same or any other term or condition hereof.

(g) Assignability. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors, assigns and personal representatives.

(h) No Waiver of Immunities. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to CUSTOMER, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. CUSTOMER does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States provided such defense is applicable to a dispute between Customer and PDSI.

(i) CUSTOMER's Right to Audit. PDSI agrees that CUSTOMER or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this AGREEMENT, have access to and the right to examine and photocopy any and all books, documents, papers and records of PDSI which are directly pertinent to the services to be performed under this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions. PDSI agrees that CUSTOMER shall have access during normal working hours to all necessary PDSI facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CUSTOMER shall give PDSI reasonable advance notice of intended audits and shall not unreasonably interfere with PDSI's operations during any such audit.

(j) Appropriation of Funds by CUSTOMER. CUSTOMER believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this AGREEMENT. PDSI understands and agrees that the CUSTOMER's payment of amounts under this AGREEMENT is contingent on the CUSTOMER receiving appropriations or other expenditure authority sufficient to allow the CUSTOMER, in the exercise of reasonable administrative discretion, to continue to make payments under this AGREEMENT.

(k) Pricing. Pricing provided for components in Section 5 apply only to PDSI products and services, and not for 3rd party products and services that integrate with or relate to TeleStaff (unless otherwise noted).

IN WITNESS WHEREOF, the parties have signed this AGREEMENT on the day and year set forth below.

PDSI

By: _____

Title: _____GM, VP_____

Date: ___07/19/2011_____

<u>Williamson County</u> **(CUSTOMER)**

By: _____

Title: _____

Date: ___5-11-11_____

Appendix A – TeleStaff Hardware Specifications

TELESTAFF SERVICES GROUP (TSG) DOES NOT TAKE RESPONSIBILITY FOR HARDWARE PURCHASED BY CUSTOMER

CUSTOMER IS RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING THE TECHNICAL (HARDWARE/SOFTWARE/NETWORK) ENVIRONMENT IN WHICH TELESTAFF OPERATES. AS SUCH, CUSTOMER IS RESPONSIBLE FOR ALL ENVIRONMENTAL CONSIDERATIONS INCLUDING BUT NOT LIMITED TO OPERATING TELESTAFF IN VIRTUAL ENVIRONMENTS. CUSTOMER IS ALSO RESPONSIBLE FOR CONFIGURING FIREWALL AND SECURITY SETTINGS SO THAT TELESTAFF AND WEB ACCESS COMPONENTS ARE OPERATIONAL. IN ADDITION, CUSTOMER IS RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF ANALOG TELEPHONE PORTS AND/OR ALTERNATIVE DIGITAL OR VOIP SYSTEMS. TSG SUPPORT SPECIALISTS CAN PROVIDE TECHNICAL INFORMATION AND RECOMMENDATIONS BUT CAN NOT BE RESPONSIBLE FOR CUSTOMER'S UNIQUE TECHNOLOGY ENVIRONMENTS.

Following are the **MINIMUM** specifications required for a TeleStaff server designed to operate the TeleStaff software, database management system and telephony components.

NOTE: The following recommended specs are for a <u>single server running all TeleStaff components</u>.

Server Specs:

a. Minimum (<500 Staff)
   i. Dual Core Xeon Processor(s)
   ii. 2GB RAM
   iii. RAID-5 Storage (At least 15K RPM Drives)
   iv. PCIe slot(s) for Dialogic Card(s)
   v. Any Sound Device

b. Minimum (<1000 Staff)
   i. Quad Core Xeon Processor(s)
   ii. 4GB RAM
   iii. RAID-5 Storage (At least 15K RPM Drives)
   iv. PCIe slot(s) for Dialogic Card(s)
   v. Any Sound Device

c. Minimum (<2000 Staff)
   i. Dual Quad Core Xeon Processor(s)
   ii. 4GB RAM
   iii. RAID-5 Storage (At least 15K RPM Drives)
   iv. PCIe slot(s) for Dialogic Card(s)
   v. Any Sound Device

d. Minimum (>2000 Staff)
   i. Dual Quad Core Xeon Processor(s)
   ii. 8GB RAM
   iii. RAID-5 Storage (At least 15K RPM Drives)
   iv. PCIe slot(s) for Dialogic Card(s)
   v. Any Sound Device

Operating System:
The following Operating Systems are currently supported for the Server:
- Windows Server 2003
- Windows Server 2003 Enterprise Edition
- Windows Server 2008 – TeleStaff 2.61 only

Please note: 64-bit Operating Systems are only supported for TeleStaff 2.62 and later.
To utilize more than 3GB of RAM you must use the Enterprise version of Windows Server.
TeleStaff is not compatible with Small Business Server or Web Edition.

Canadian Departments: Operating System must be installed with ENGLISH (US) as the Regional Settings.

Telephony Components (<u>Purchase from TSG</u>):
- 4- or 12-port port Dialogic Telephony system
    - D4PCIU4SW – PCI 2.2x compliant board (universal connector)
    - D4PCIU4SEW/D4PCIU4SEQ – PCI Express form factor
    Both the D4PCIU4SW and D4PCIU4SEW are 4 port cards. They are half-length.
    - D120JCTLS – PCI 2.2x compliant board (universal connector)
    - D120JCTLSEW – PCI Express form factor
    Both the D120JCTLS and D120JCTLSEW are 6 port cards, which can support up to 12 lines. They are full-length.
- Telephony system dongles (4- or 12-port)

Sybase Licenses (<u>Purchase from TSG</u>):
- Sybase Client database license (7 concurrent users)
- Sybase Studio database license (1 concurrent user)

Phone System: Telephony features of TeleStaff are tested and compatible with the **<u>POTS analog telephone standard</u>**. TSG does not support department phone systems that are not compliant with this standard.

TeleStaff Performance: The specs provided are **<u>MINIMUM hardware requirements</u>**. TeleStaff performance can degrade depending on a number of factors, including, but not limited to, number of staff members in the database, number of concurrent users, and complexity and number of staffing rules and roster alarms. **If the potential for any of these factors exists, TSG recommends a dual-core processor server with at least 4 GB of RAM and recommends that the City consider component distribution as discussed below**.

OPTION: Application Distribution

TeleStaff comprises multiple software applications that can operate on separate hardware devices. In some situations, improved performance may be achieved by separating processing-intensive applications and deploying them on separate servers: Common distribution methods include separating and deploying the Database Management System (DBMS), the business logic processing (Middle Tier) and the Telephony components. Application distribution can occur at any time. **For departments with over 1000 users, TSG recommends utilizing more than 1 server.**

Recommended Minimum Client Machine Specs:
- Pentium IV Class 2.4 GHz CPU
- 2 GB RAM
- 40 GB Hard Drive (Note: TeleStaff databases do not take up significant HD space, but most machines come with 70+ GB by default)
- Computer sound card (If you want to hear/record voices in the TeleStaff database)
- Speakers (to hear TeleStaff recordings)
- Microphone (if you want to record voices in the TeleStaff database)
- Network Interface Card
- Windows 2000, Vista, or XP
- Windows 7 – TeleStaff 2.61 only

The customer may connect additional PCs to the TeleStaff system by installing the TeleStaff client software (included) provided they are connected to the TeleStaff system by a network using the TCP/IP protocol.

Optional Separate Web Server Minimum Specs:

    a. Minimum (<500 Staff)
        vi. Pentium 4 3.0 Ghz
        vii. 2GB RAM
        viii. 40GB Hard Drive

    b. Minimum (<1500 Staff)
        ix. Pentium 4 3.0 Ghz
        x. 4GB RAM
        xi. 40GB Hard Drive

    c. Minimum (>=1500 Staff)
        xii. Dual Core Xeon Processor
        xiii. 8GB RAM
        xiv. 40GB Hard Drive

Appendix B – TELESTAFF Implementation Services Partnership Agreement

For the Implementation Services fee specified in paragraph 5 of this AGREEMENT, TeleStaff Solutions Group (TSG) will train CUSTOMER on how to configure TELESTAFF and will train CUSTOMER on the operation of TELESTAFF using CUSTOMER data. The following steps comprise a summary of the TELESTAFF Implementation Services. NOTE: This Appendix outlines the recommended approach to the implementation process, based on TSG's experience with its customers. Because of the highly configurable nature of TELESTAFF, there may need to be changes to the Implementation Process and Services described below. (NOTE: A PROJECT PLAN DETAILING SPECIFIC CUSTOMER DELIVERABLES, MILESTONES, AND SCHEDULE WILL BE DEVELOPED BY CUSTOMER AND TSG DURING THE PROJECT.)

DEPLOYMENT PLAN: The following tasks are part of the Deployment Implementation Process. When CUSTOMER completes these tasks they will be in production with the TeleStaff Roster and Calendar and will be able to reap the benefits associated with centralized staffing, audit trails, emergency notifications, reports, and feeds to downstream systems. At the end of this process, users will be able to request leave, sign up for overtime, and respond to emergency call outs via phone, client, or web access.

- **ASSESSMENT:**
  - An INTRO CALL with the TSG Project Manager (PM), TSG Account Executive, and CUSTOMER sponsor is held to discuss expectations, roles and responsibilities. This meeting ensures the appropriate resources are assigned to CUSTOMER project team and that the scope of the project is accurately defined. After the INTRO CALL, PM sends CUSTOMER a Welcome Packet containing an overview of the Implementation Process and information on how to prepare for the changes associated with implementing TeleStaff. A TECH CALL with the PM, CUSTOMER sponsor, CUSTOMER project lead and IT representative, is held to review hardware and software specifications. The PM is responsible for guiding CUSTOMER through the implementation process; however, CUSTOMER is ultimately responsible for a successful implementation, including allocating appropriate resources.
  - A PROJECT PLAN CALL with PM, CUSTOMER sponsor and CUSTOMER project lead is held to create and refine the project plan. The Project Plan provides details on the specific tasks including due dates, predecessors, and owner. The plan also details CUSTOMER and TSG deliverables, milestones, and status. After the call the Project Plan is provided to the CUSTOMER.
  - Project Kick-Off: The PM and CUSTOMER project team hold a KICK-OFF CALL to review the Project Plan, with particular focus on project scope, objectives, product functionality, project team roles and responsibilities, and a roadmap for the implementation. Dates for CONFIGURATION TRAINING(S) are discussed. CUSTOMER provides Daily Detail Roster Sheets before DATA COLLECTION.
- **PLANNING:**
  - Hardware Setup: TAG ships TELESTAFF hardware (that was purchased through TSG – dialogic telephony cards, dongles, etc.) to CUSTOMER and provide the necessary installation documentation.
  - Data Collection: This phase begins with a DATA COLLECTION Web Conference call with the PM and CUSTOMER project team during which the PM instructs CUSTOMER project team to collect, organize, and format pertinent CUSTOMER data for the creation of the TELESTAFF database. During the call, PM reviews organization structure with CUSTOMER. CUSTOMER provides the data which the PM uses to create a database.
  - Database Review: PM creates the TELESTAFF database. PM and CUSTOMER review the initial database (via Web Conference). PM makes recommendations to CUSTOMER regarding reworking the database to accurately reflect CUSTOMER organizational structure. CUSTOMER makes necessary changes, as appropriate.
- **SOLUTION BUILD:** PM and CUSTOMER perform basic configuration of TeleStaff via multiple web conference calls. After each call, CUSTOMER applies the acquired knowledge and completes the tasks.
- **TEST AND CERTIFY:** Once the roster and work codes are configured by CUSTOMER, rigorous testing must be undertaken by CUSTOMER. CONFIGURATION TESTING includes testing of all components that CUSTOMER needs for Deployment of the roster, calendar, and work codes, which may include: phones, Contact Manager, Line Manager, Task Manager, E-mail Manager, Fax Manager, and the Gateway (in the case that the system is interfacing with a Third-party application). CUSTOMER creates a test plan, assigns users to test the system, creates test scripts, and conducts any reconfiguration necessary.
- **DEPLOY AND SUPPORT:**
  - Training: After testing and reconfiguration is completed, Train the Trainer (Administrator) training is conducted by PM for CUSTOMER project team. CUSTOMER is also responsible for end-user training (including creating a training plan, creating training documentation, and conducting super-user and end-user training classes). Training documentation and direction to standard online training material is supplied by TSG.
  - Deployment is typically in 2 stages: parallel testing for 2 weeks, then full Deployment of the roster, calendar, and work codes in a production environment throughout the entire organization.

Advanced Configuration Plan is PHASE 2 of Implementation. These services apply if section 5 of the license agreement has included the fees associated with PHASE 2

ADVANCED CONFIGURATION PLAN: The following tasks are part of the Advanced Configuration Process. Once CUSTOMER has successfully deployed the TeleStaff Roster, Calendar, and Work Codes into a production

environment, they can optionally proceed to the Advanced Configuration Process to add intelligent staffing functionality to TeleStaff. At the end of this process, staffers will be able to automate intelligent staffing functionality in TeleStaff.

- **ADVANCED ASSESSMENT:**
  - o Project Scope: PM and CUSTOMER review project scope and objectives.
  - o Staffing Process Review: PM instructs CUSTOMER on how to effectively analyze and document the current process the department follows to fill vacancies. After the staffing diagrams are completed, PM and CUSTOMER project team review the current staffing process. The current process is defined and, if necessary, revised and standardized within the department. PM creates a Project Scope document defining project objectives agreed upon by both parties.
- **ADVANCED SOLUTION BUILD:** CUSTOMER dedicates appropriate resources for configuration training. The purpose of the ADVANCED CONFIGURATION TRAINING is to train CUSTOMER on how to configure for intelligent staffing, have CUSTOMER actually configure the rules, and begin testing the configuration. ADVANCED CONFIGURATION TRAINING occurs at TSG's training facility in Irvine, CA. The ADVANCED CONFIGURATION TRAINING class has a maximum duration of 5 days. The actual duration will depend on CUSTOMER's business needs.
- **ADVANCED TEST AND CERTIFY:** Once TELESTAFF is fully configured by CUSTOMER, rigorous configuration testing is undertaken by CUSTOMER. CONFIGURATION TESTING includes testing of all components that CUSTOMER needs for production of intelligent staffing, which may include: phones, Contact Manager, Line Manager, Task Manager, E-mail Manager, Fax Manager, and the Gateway (in the case that the system is interfacing with a Third-party application). CUSTOMER creates a test plan; assigns users to test the system, creates test scripts, and conducts reconfiguration as necessary. CUSTOMER is also responsible for additional training (including creating a training plan, creating training documentation, and conducting super-user training classes).
- **ADVANCED SUPPORT:** PM and CUSTOMER project team review the TSG TeleStaff Help Desk procedures. From this point forward, the Help Desk is the first point of contact for technical issues with TELESTAFF.

Appendix C – Annual Service and Support

"Normal Business Hours" are 6:00 AM through 6:00 PM (Pacific Standard Time), Monday through Friday, excluding holidays and other office closures (notification of which will be provided to CUSTOMER).

All Software Errors reported by CUSTOMER shall be resolved as set forth below. Initial response by PDSI will be based upon CUSTOMER's full description of the problem. Resolution response will be based upon the priority assigned by PDSI as defined below. If CUSTOMER determines that a Software Error exists, CUSTOMER shall notify PDSI through PDSI's web portal (http://slxweb.pdsi-software.com/), providing the exact verbiage from error messages, screenshots showing details, and any other information relevant to giving an accurate description of the error. The ticket number generated by the portal shall be used for all subsequent inquiries relating to the original problem. Please contact your Customer Account Manager for a unique login ID and password. Outside of Normal Business Hours, CUSTOMER will open a ticket through the Web Portal then notify PDSI of the problem by telephone. Telephone notification will be made to PDSI's support line at (866) 324-1598.

The main support line will be answered either by a PDSI representative or an automated attendant at all hours. During Normal Business Hours, each trouble report by phone will be assigned a support ticket number and updates will be entered through the Web Portal. The call will be handled according to the priority assigned by PDSI. In the case of priority-one problems, as noted below, CUSTOMER may be able to speak directly to a TeleStaff Support Representative if one is available. Outside of Normal Business Hours, Priority 1 support, as described in this appendix, will be made available through a pager system. The phone number is 866-324-1598. Priority 1 support is available 24 hours per day, 7 days per week to CUSTOMER's with a LIVE status. All other problems will be handled through updates to the ticket, which generate an email or a callback. If requested or so stipulated in the response time criteria below, a PDSI representative will return the call or e-mail in a manner consistent with the priority and order in which the call was received. CUSTOMER shall make every effort to respond to PDSI in a timely fashion when requests are made to follow-up calls or additional documentation on the reported problem.

Priorities are assigned as follows:

Priority One

Hours of Availability:	24 hours/day, 7 days/week
Description:	A critical software error that severely impacts the ability of CUSTOMER to perform ALL automated staffing func (TeleStaff is down). This level of priority is only available to CUSTOMER's that are using TeleStaff in a produc environment (LIVE accounts ONLY).
Initial Response:	During Normal Business Hours, immediate response if a Support Representative is available. Otherwise, PDSI respond within one hour. Outside of Normal Business Hours (including holidays), PDSI will respond with a call within two hours. All responses will be provided through the Web Portal (email) or by callback.
Resolution Response:	PDSI will work aggressively to provide CUSTOMER with a workaround solution or to completely resolve the problem.
Notification:	It is the responsibility of CUSTOMER to alert PDSI of possible Priority-One issues by calling PDSI at 866-324-' PDSI will update CUSTOMER of progress frequently during problem resolution and notify CUSTOMER once th workaround has been provided or the problem has been resolved.

Priority Two

Hours of Availability:	Monday through Friday, 6:00 AM to 6:00 PM, Pacific Standard Time.
Description:	A non-critical software error, which prevents the user from performing a data entry or system administration fur These do not include cosmetic, documentation, or reporting problems. These also do not include questions or inquiries regarding the operation of the software or its installation and training.
Initial Response:	During Normal Business Hours, PDSI will respond within three hours. Outside of Normal Business Hours (inclu holidays), PDSI will respond by the next business day. All responses will be provided through the Web Portal (or by callback.
Resolution Response:	PDSI will provide a workaround for CUSTOMER when possible. PDSI will provide a problem resolution in the of an Upgrade or modification to the Software in an upcoming Update.
Notification:	PDSI will notify CUSTOMER when a workaround has been provided or the problem has been resolved.

Priority Three

Hours of Availability:	Monday through Friday, 6:00 AM to 6:00 PM, Pacific Standard Time.

Description:	All other software or documentation errors not described above. These include but are not limited to:
	• Reporting errors or calculation problems • Documentation inaccuracies • Cosmetic issues • Misspellings • Product Enhancement requests • Questions or inquiries relating to TeleStaff Software functionality, system administration or installation
Initial Response:	PDSI will respond to these items if specifically requested to do so at the time of the request. If a reply is reques PDSI will respond within one Business Day.
Resolution Response:	PDSI will correct documentation errors in upcoming releases of the documentation.
Notification:	If requested, PDSI will notify the CUSTOMER when a workaround has been provided or the problem has been resolved.

Appendix C – Annual Service and Support Continued

TeleStaff Enhancements

The TeleStaff version number consists of three numbers that define the type of product release. The format of the TeleStaff version number is:

Version X.YZ where

- Changes in **X** represent a significant change in product functionality (**Major Release**)
- Changes in **Y** represent an enhancement to the product that increases functionality within the existing Major Release and is typical of an evolving product (**Enhancement Release**)
- Changes in **Z** represents a minor change to the program to accommodate a software error or cosmetic change (**Update Release**)

Under the TeleStaff Service and Support plan, CUSTOMER will receive **Update Releases** and **Enhancement Releases** as they become available at no additional charge. **Major Releases** will be available for an additional fee.