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**Purchase Agreement - Cash**

**TO:** Lexington Fayette Urban County Government  
 250 East Main  
 Lexington, KY 40507

**DATE:** April 27, 2015

**PURCHASER AGREES TO BUY, AND UNIFIED TECHNOLOGIES AGREES TO SELL THE FOLLOWING TELECOMMUNICATIONS SYSTEMS OR EQUIPMENT WHICH ARE SUBJECT TO TERMS AND CONDITIONS OF SALE HEREIN SPECIFIED**

**ShoreTel R14.2 Enterprise IP Communications Solution (equipped as follows):**

**Core Telephony**

- 1 Virtual Phone Switch (Capacity License, Qty 50)
- 1 ShoreGear T1k
- 50 Virtual SIP trunk license pack. Requires customer-provided virtual server.
- 2 Kit, rack mounting tray
- 2 ShoreTel IP Phone IP485g
- 13 ShoreTel IP Phone IP480

**Unified Communications Licensing**

- 1 ShoreTel 14.2 Software. To run on customer-provided virtual server.
- 15 Extension & Mailbox License
- 1 Mailbox-only License
- 15 Personal Call Manager (v 7.5)

**Contact Center Licensing (To run on customer-provided virtual servers.)**

- 1 Enterprise Contact Center, Base 10 Package for release 9, including 10 Agent licenses (inbound voice & callbacks), 30 IVR Ports, 1 Supervisor, 2 group/agent feed licenses.
- 5 Enterprise Contact Center Inbound Voice Agent License - Add-on 1 agent and 1 IVR Port (concurrent) license, over the ECC base 10 bundle.
- 1 Enterprise Contact Center Supervisor License - Add-on 1 supervisor license, over the one included in ECC base 10 bundle.
- 1 ShoreTel Contact Center Real-time Monitoring Bundle (includes 1 CC Interaction Viewer user & 5 CC Agent Dashboard user licenses). Must be installed on separate server from CC server.
- 10 ShoreTel Contact Center Agent Dashboard (additional users, above 5 in bundle)
- 1 Web Dialer/Application Dialer license bundle (25 users)
- 1 ShoreTel Call Recorder - Base pkg (5 simultaneous sessions)
- 2 ShoreTel Call Recorder - Add-on (5 simultaneous sessions)

**Implementation Services**

Project Management, End-user surveys, system configuration, installation, testing, and on-site training.  
 NOTE: Unified shall configure the ShoreTel system for 4-digit dialing and transfers to the Nortel system. LFUCG or its Nortel vendor shall be responsible for all hardware, installation, and configuration of the Nortel system. Unified will provide application notes from ShoreTel listing sample configuration on the Nortel.

**Warranty/Support**

1-year Comprehensive Unified Care

(see UnifiedCare agreement for detailed coverages)

Cash Agreement: See Addendum A attached. Pricing as per KETS MA-758-130000894.		Support Payment Schedule (select and initial one)	
Purchase Price	\$ 54,332.23	Years 2-5 Support, paid Annually	\$ 4,581.32
Sales Tax	n/a	or	
<b>TOTAL:</b>	<b>\$ 54,332.23</b>	Years 2-5 Support, prepaid with initial purchase	\$ 16,096.64
50% Due at Contract Signing	\$ 27,166.12		
<i>Balance plus all applicable taxes shall be due upon system cutover.</i>			

**UNIFIED TECHNOLOGIES**

**Lexington Fayette Urban County Government**

BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**Contract Assumptions & Inclusions**

Purchase price includes complete Installation, Programming, Testing, Training, and Follow Up • Existing CAT5 (or greater) data cable will be reused; if new or additional cabling is required, it will be at an additional cost • Unless otherwise specified, customer to provide servers (virtual or physical), PoE switches, and routers • Customer provided equipment not included under UnifiedCare program • Any servers, PoE switches, and/or routers provided by Unified Technologies will be covered under standard manufacturer warranty • Customer to program all switches and routers • Customer agrees to an IP Network Waiver, or Unified Technologies can provide a VoIP Network Assessment at an additional cost • If connecting multiple locations, customer will ensure QOS will be implemented across all WAN connections • Customer will provide available rack space for all new equipment • Unified Technologies will load 5 Desktop licenses at each location onto customer provided PC's; Customer responsible for remaining licenses • Contract is valid for 30 days from contract date

ADDENDUM A: ITEMIZED PRICING FOR LFUCG, PER KETS CONTRACT MA-758-130000894						
QTY	SKU	Description	MSRP	KETS Discount	KETS Unit Price	EXTENDED TOTAL
<b>Core Telephony</b>						
1	30135	Virtual Phone Switch (Capacity License, Qty 50) Enables up to 50 IP phones on a virtual switch. Separate extension license required per user.	1,750.00	45%	962.50	962.50
1	10322	ShoreGear T1k	3,495.00	45%	1,922.25	1,922.25
1	30139	Virtual SIP trunk license. Pack of 50. Enables 50 SIP trunks on a ShoreTel virtual SIP trunk switch.	3,750.00	45%	2,062.50	2,062.50
2	10223	Kit, rack mounting tray	95.00	45%	52.25	104.50
2	10436	ShoreTel IP Phone IP485g	429.00	40%	257.40	514.80
13	10437	ShoreTel IP Phone IP480	299.00	40%	179.40	2,332.20
<b>Unified Communication Licensing</b>						
1	29141	ShoreTel 14.2 Software (General Release)	-	45%	-	-
15	30035	Extension & Mailbox License	200.00	45%	110.00	1,650.00
1	30040	Mailbox-only License	90.00	45%	49.50	49.50
15	30001	Personal Call Manager (v 7.5)	-	45%	-	-
<b>Contact Center Licensing</b>						
1	30133	Enterprise Contact Center, Base 10 Package for release 9 Server-based software for contact center, including 10 Agent licenses (inbound voice & callbacks), 30 IVR Ports, 1 Supervisor, 2 group/agent feed licenses.	8,504.00	45%	4,677.20	4,677.20
5	30122	Enterprise Contact Center Inbound Voice Agent License - Add-on 1 agent and 1 IVR Port (concurrent) license, over the ECC base 10 bundle	825.00	45%	453.75	2,268.75
1	30069	Enterprise Contact Center Supervisor License - Add-on 1 supervisor license, over the one included in ECC base 10 bundle. Access real time status, skill set management, access/administer historical reports, call flows, wallboards and agent boards.	825.00	45%	453.75	453.75
1	18023	ShoreTel Contact Center Real-time Monitoring Bundle (includes 1 CC Interaction Viewer user & 5 CC Agent Dashboard user licenses). Must be installed on separate server from CC server.	3,000.00	45%	1,650.00	1,650.00
10	18019	ShoreTel Contact Center Agent Dashboard	150.00	45%	82.50	825.00
1	18057	Web Dialer/Application Dialer license bundle (25 users)	600.00	45%	330.00	330.00
1	18024	ShoreTel Call Recorder - Base pkg (5 simultaneous sessions) - Automated recording of external calls. Features rich, flexible recording profiles & web-based player for accessing recordings.	5,000.00	45%	2,750.00	2,750.00
2	18025	ShoreTel Call Recorder - Add-on (5 simultaneous sessions). Combine with Base Package incrementally for increased concurrent call recording capacity.	200.00	45%	110.00	220.00
<b>Professional Services</b>						
126	93157	Partner Implementation Assistance	225.00	0%	225.00	28,350.00
1	94132	1 Year ShoreCare (Hardware & Software)	3,775.62	15%	3,209.28	3,209.28
<b>SUB-TOTAL, KETS Schedule items for LexCall 311 Project</b>						<b>54,332.23</b>
<b>Items to be provided by others (ESTIMATED BUDGETARY PRICING)</b>						
15		Headsets, Plantronics or Jabra, see compatible list	250.00		250.00	3,750.00



## UnifiedCare – Comprehensive

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Your communications system is the lifeline of your organization, connecting you to your customers. Unified Technologies recognizes the critical importance of keeping your systems running and we are ready to support you 24 hours a day, 7 days a week, 365 days a year. The UnifiedCare – Comprehensive Program combines manufacture support and warranties while providing customers with an all-inclusive support program backed by your Unified Technologies local support team.

This program is for the customer that wants the ability to make minor changes in their system if desired, without the responsibility of maintaining or troubleshooting when issues arise. In essence, the program is a 100% outsource program for all of your telephony needs including technical support, hardware replacement, software upgrades, carrier services, ongoing training, associated labor, and much more.

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### UnifiedCare – Comprehensive Detailed Coverage

- **24-7-365 Tech Support** - ShoreTel technical support center is available for your account through the technical service staff of Unified Technologies.
  - **Break/fix labor** - All remote and onsite break/fix labor is included.
  - **Remote changes to existing system** - All remote labor associated with minor changes to existing system configuration included.
  - **Proactive diagnostics** - Unified Technologies operations staff will receive instant email notification of any and all major system alarms and will immediately diagnose the alarm. You will be notified of the issue and corrective action.
  - **Immediate replacement** - If a defective item is discovered, we will replace your hardware immediately with the Unified Technologies on hand inventory.
  - **Software upgrades** - ShoreTel releases on average, 1 major and 2 minor software updates per year. We will proactively notify you and push the applicable updates to your system.
  - **2 hour guaranteed emergency response time** - If you call us on or off hours with an emergency, we will refund 25% of original system price refunded to you in the event we fail to meet the 2 hour guarantee.
  - **24 hour guaranteed non-emergency response time** - For non-emergencies, we will refund one month of UnifiedCare-Comprehensive support back to you in the event we fail to meet the 24 hour guarantee.
  - **5 day guaranteed response time** - If you call and request a billable service and we fail to meet the 5 day response time, you will receive a refund of 10% of the total of the services requested.
  - **Unlimited user training** - Anytime during this program, your user training is unlimited and at no additional cost .
  - **Additional training programs** - All offered training is available to you at no additional cost i.e. administration, call center, phone etiquette.
  - **Replacement of aging handset cords** - Call us if your coil cord needs to be replaced and we will send you one.
  - **Documentation** - All technical documentation is available to you at no additional cost.
  - **Carrier services** - We will act on your behalf and handle all coordination and diagnostics of your carrier services. Also included is our consultative services for auditing bills and determining best configuration of your carrier services.
  - **No charge service calls** - You will not be charged for a service call where no trouble is found or is determined to be a network/carrier issue.
  - **Diagnosing inside wiring/infrastructure** – If needed, we will diagnose and recommend solutions to your facility infrastructure issues.
  - **Obsolescence Guarantee** - 5 years of guaranteed trade in value protection is included.
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\* On-Site Labor is not included for locations outside the Unified Technologies Footprint

Customer Initials \_\_\_\_\_

**Acceptance-** Acceptance of this agreement by Unified Technologies, LLC is contingent upon (1) a satisfactory credit report on purchaser and (2) with regard to the dollar amounts stated herein, the absence of any mathematical error or deviation from Unified Technologies, LLC's standard prices. Unless advised to the contrary within fifteen days, purchaser may consider this agreement to have been accepted by Unified Technologies, LLC as written. If pricing changes occur for any reason, customer has 15 days to review and approve or void the contract.

**Title-** Title shall not pass to purchaser until the net amount (including all taxes) has been paid.

**Payment-** Purchaser agrees to pay the net amount set forth as described on the agreement.

**Risk of Loss-** Purchaser assumes risk of loss or damage once equipment is delivered to site.

**Warranty: Remedy-** Unified Technologies, LLC warrants that the equipment listed on the Schedule A will be covered as detailed in the UnifiedCare agreement. Term of coverage is listed on the Schedule A. Commencement is either upon installation of the equipment or three months after its delivery, whichever occurs first. The standard warranty/remedy will apply unless the special warranty/remedy applies. Terms and conditions contained in this entire "Warranty: Remedy" section shall be for the benefit of purchaser only. Warranty does not include equipment, labor, or services for repair, replacement or maintenance resulting from damage caused by fire, lightning, exposure to excessive moisture, abuse, misuse, or any other cause not due to inherent defects or faulty workmanship. Unified Technologies, LLC shall not be held liable for special, indirect, incidental or consequential damages of any nature (including, without limitations, loss or damage resulting from interruption or failure in operation of the equipment) with respect to the equipment sold or delivered or any services rendered hereunder.

**Standard Warranty/Remedy-** Unified Technologies, LLC warrants the equipment to be free from defects in material and workmanship upon delivery. In the event of Unified Technologies, LLC's breach of any warranty, Purchaser's exclusive remedy shall be that Unified Technologies, LLC will repair or replace broken or defective parts with new parts and warranty of good title, and make necessary equipment adjustments during the warranty period as detailed in the Schedule A.

**Special Warranty/Remedy-** The Warranty/Remedy applies when one of the following exist:

- Safety hazards exist at the location of the equipment or are present as a result of attachments or attachment of the equipment to a larger machine or system.
- Unified Technologies, LLC service representatives are required to disconnect equipment from another product not distributed by Unified Technologies, LLC to properly service it and its disconnection and subsequent reconnection (excluding actual repair time) cannot both be accomplished by Unified Technologies, LLC, without additional training or within a half hour.
- In the foregoing circumstances, Unified Technologies, LLC warrants the equipment to be free from defects in material upon delivery. In the event of Unified Technologies, LLC's breach of any warranty, purchaser's exclusive remedy shall be that Unified Technologies, LLC will furnish, on an exchange basis, replacements for defective parts with new parts and warranty of good title, that are returned to Unified Technologies, LLC during the warranty period as detailed in the Schedule A.

**Purchase/Trade In Credit-** Unified Technologies, LLC agrees to repurchase any or all equipment specifically itemized on the Schedule A herein toward the purchase of new products distributed by Unified Technologies, LLC at their current price. This agreement applies only to major items or apparatus and central switching, and specifically excludes all cable, labor, connecting blocks, and miscellaneous hardware.

**Obsolescence/Trade in/Repurchase-** Items will be repurchased at the rate of agreement price less 20% depreciation the 1st year and 10% depreciation each year thereafter and less normal Unified Technologies, LLC restocking charges. **Warranty Limitations-** No warranty/remedy applies when:

- Attachments not distributed by Unified Technologies, LLC, which impair normal operating function have been added to the equipment furnished by Unified Technologies, LLC hereunder.
- When the equipment sold hereunder has been misused or through negligence of the owner or other persons has been damaged.
- In the event of either of the foregoing, Unified Technologies, LLC will repair or replace equipment so damaged at the expense of the Purchaser. NO OTHER EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OF FITNESS, SHALL APPLY TO THE EQUIPMENT.

**Taxes-** There shall be added to the purchase price amounts equal to any taxes, however designated, levied or based on such price on this agreement of the equipment including state and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by Unified Technologies, LLC in respect of the foregoing, exclusive however, of taxes of net income.

**Default-** If purchaser defaults hereunder or if a Petition in Bankruptcy is filed by or against the purchaser; Unified Technologies, LLC, in addition to other remedies, may repossess the equipment without notice; and Purchaser agrees to pay Unified Technologies, LLC's cost and expenses of collection and/or repossession, including the maximum attorney's fee permitted by law; said fee not to exceed 25% of the amount due hereunder.

**General-** Unified Technologies, LLC shall not be liable for incidental or consequential damages. This agreement constitutes the entire contract between the purchaser and Unified Technologies, LLC with respect to the equipment including any parts or equipment furnished as a replacement, and no representation or statement not expressed herein shall be binding on Unified Technologies, LLC. The foregoing terms and conditions prevail notwithstanding any variance with the terms and conditions or any order submitted. Any deviations or changes to the above terms and conditions must be approved by Purchaser and Unified Technologies, LLC in writing prior to commencement of work.