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**Purchase & Support Agreement**

TO: Lexington-Fayette Urban County Government  
200 East Main  
Lexington, KY 40507

DATE: October 1, 2020

DESCRIPTION			
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			
<b>Mitel Connect IP Communications Solution</b>			
<p>Mitel Connect Migration Includes Migrate HQ Server to New Customer Provided Windows 2012r2/2016 Server (VMWare, HyperV, or Physical Server) Decommission ECC Server Decommission Recording Server Decommission CCIR Server</p> <p>Move Virtual Phone Switch, SIP Trunk Switch, and Service Appliance to new VMWare Environment</p> <p>Connect Client Training for End-Users Includes upgrade, next day follow-up. Training to be delivered on-site or via video, at LFUCG's discretion. -Includes Support Renewal/Extension based on term selected below.</p>			
<u>Warranty/Support:</u>		UnifiedCare Complete see UnifiedCare agreement for coverage detail	
One-time Cash Payment		NEC Financial Municipal Lease w/ Annual Payments	
<input type="checkbox"/>	OPTION 1: Cash Purchase w/ support thru 06/30/2021	\$ 9,227.66	<input checked="" type="checkbox"/> OPTION 3: 3-yr term (thru 08/31/2023)
<input type="checkbox"/>	OPTION 2: Cash Purchase w/ support thru 06/30/2022	\$ 16,589.15	<input type="checkbox"/> OPTION 4: 22-month term (thru 06/30/2022)
			\$ 6,945.51
			\$ 7,434.95
UNIFIED TECHNOLOGIES		CUSTOMER	
BY:		BY:	
DATE:	12/21/2020	DATE:	1/12/21
<b>Contract Assumptions &amp; Inclusions</b>			
<p>Purchase price includes complete Installation, Programming, Testing, Training, and Follow Up •Unless otherwise specified, all existing telephone equipment (system, voicemail, and phones) will be removed •Existing CAT5 (or greater) data cable will be reused; if new or additional cabling is required, it will be at an additional cost •Dmarc extension is not included; if a dmarc extension is required, it will be at an additional cost •Unless otherwise specified, customer to provide servers, PoE switches, routers and internal DNS server •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 will be responsible for purchasing and maintaining SSL Certificates •Customer is responsible for providing an authenticated email account or SMTP relay for system email messaging. •Customer to program all switches and routers •If connecting multiple locations, customer will ensure QOS will be implemented across all WAN connections •VoIP over the Public Internet has no voice quality guarantee this includes VPN connections and remote IP Phones connecting to a Border or Edge Gateway •Customer is responsible for any network configuration related to Remote IP Phones •Customer will provide available rack space for all new equipment •Unified Technologies will load 5 Desktop clients at each location onto customer provided PC's; Customer responsible for remaining clients •Contract is valid for 30 days from contract date •Credit Card Fees of 3% will be applied to orders over \$3,000</p>			
Rev060820DS	<b>THANK YOU FOR YOUR BUSINESS!</b>		



## UnifiedCare – Complete

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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 – Complete Program combines manufacture support and warranties while providing customers with an all-inclusive support program backed by our 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, carrier services, ongoing training, associated labor, and much more.

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### UnifiedCare – Complete Detailed Coverage

- **24-7-365 Tech Support** - Technical support center is available for your account through the technical service staff of Unified Technologies.
- **(A)(D) Break/fix labor** - All remote and onsite break/fix labor on Unified Technologies' provided equipment is included.
- **(A)(B) Remote changes to existing system** - During regular business hours, all remote labor associated with minor changes to existing system configuration included.
- **Hardware warranty** - If a defective item is discovered, we will replace your hardware with similar hardware from the Unified Technologies' inventory.
- **Software upgrades** - Software releases are provided to Customers free of charge. Unified Technologies is not responsible for hardware upgrades required as a result of software upgrades.
- **(C) 2 hour guaranteed emergency response time** - If you call us during or after regular business hours with an emergency, we will refund 25% of original system price 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-Complete support back to you in the event we fail to meet the 24-hour guarantee (1 business day).
- **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 training** - Anytime during this program, administration, end-user, and contact center training is unlimited and at no additional cost.
- **Documentation** - All technical documentation is available to you at no additional cost.
- **Carrier services** - Includes our consultative services for auditing bills and determining best configuration of your carrier services. Additionally, if your carrier services are purchased through the Unified Technologies Cloud Services, we will act on your behalf and handle all coordination and diagnostics of your carrier services.
- **(D) 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.
- **(D) 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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<sup>(A)</sup> Any labor associated with Customer Provided or 3<sup>rd</sup> Party hardware/software (not provided by Unified Technologies) is not included. Any labor associated with any data equipment (including data equipment provided by Unified Technologies) is not included. Abuse or neglect not included.

<sup>(B)</sup> A remote minor change is considered any Moves, Adds, or Changes to the system that are completed under 1 hour.

<sup>(C)</sup> Unified Technologies constitutes an emergency as the Operator or Contact Center cannot receive incoming calls, no extensions can call out or to other extensions, Auto Attendant or Voicemail is inoperable. Inclement weather and Acts of God are not included. Refund only applicable for systems originally purchased from Unified Technologies.

<sup>(D)</sup> Onsite labor is not included for locations outside the Unified Technologies' footprint (60 miles from nearest office).

Customer Initials

LG

**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 delivery of the equipment has been accepted by customer.

**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 a new system 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. Notwithstanding the above, in the event purchaser attempts to cancel after the agreement is signed, but before any installation has begun, Unified Technologies, LLC, may in its sole discretion charge a restocking fee of up to 15% of the total amount set forth in the agreement as liquidated damages for breach.

**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.