



CONNECTING AND PROTECTING PEOPLE



Unified  
Communications

A woman is seen from the side, working at a desk with multiple computer monitors. One monitor displays a video call with a man. A vertical line of orange dots runs down the center of the image, passing through the text.

IT Managed Services

A close-up view of a server rack with various cables plugged into the front. A vertical line of orange dots runs down the center of the image, passing through the text.

Unifying Your Technologies

A central banner with a dark blue background and an orange border, containing the text "Unifying Your Technologies" in white.

Cloud/Carrier

A network diagram showing a complex web of white lines connecting various nodes on a dark blue background. A vertical line of orange dots runs down the center of the image, passing through the text.

Integrated Security  
Solutions

A close-up of a white security camera lens mounted on a metal pole. A vertical line of orange dots runs down the center of the image, passing through the text.

**Lexington Fayette Urban County Government**

**Paul Stewart**  
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**Jane Davis**  
jdavis@unified-team.com  
502-459-9141

## Statement of Work

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UnifiedCare - Unified Communications

UnifiedCare Gold Renewal Agreement

Renewal Coverage will begin on 9/1/24 through 6/30/25

\*Payment due 10 days prior to renewal date. Payments not received 10 days prior to renewal date will incur a 20% fee.

UnifiedCare document is part of this agreement and outlines the detailed coverage.

Sales Tax

**SALES TAX WILL BE ADDED TO THE INVOICE, IF APPLICABLE**

## UnifiedCare Gold - 10 Months

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### Product Details

UCGold-UC 10 Months

Qty

2711.1

Subtotal: **\$5,964.42**



# 10-month UnifiedCare GOLD with phones Extension thru 06/30/24

**Prepared by:**

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**Prepared for:**

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**Quote Information:**

**Quote #: 001996**  
  
Version: 1  
Delivery Date: 04/11/2024  
Expiration Date: 05/16/2024

## Quote Summary

Description	Amount
UnifiedCare Gold - 10 Months	\$5,964.42
<b>Total:</b>	<b>\$5,964.42</b>

## Payment Options

Description	Payments	Interval	Amount
Non-Recurring Charges			
<b>One-Time Charges</b>	<b>1</b>	<b>One-Time</b>	<b>\$5,964.42</b>


### Unified Technologies

Signature: *Mark Hiland*  
 Name: Mark Hiland  
 Title: CFO  
 Date: 04/11/2024

### Lexington Fayette Urban County Government

Signature: *Linda Gorton*  
 Name: Linda Gorton  
 Date: 6/6/2024



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## UnifiedCare – Gold

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 – Gold 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 – Gold Detailed Coverage

- **24-7-365 technical support** - Technical support center is available for your account through the technical service staff of Unified Technologies.
- <sup>(A)(D)</sup> **Break/fix labor** - All remote and onsite break/fix labor on Unified Technologies' provided equipment is included.
- <sup>(A)(B)</sup> **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.
- <sup>(C)</sup> **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-Gold 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.
- <sup>(D)</sup> **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.
- <sup>(D)</sup> **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.
- **Unified Technologies Dedicated Account Manager** – UT will provide a dedicated Account Manager to support your solution needs throughout the life cycle of your contract.

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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. Repair or replacement due to abuse or neglect is excluded.

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





## Terms and Conditions

**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 Special 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.

**Delays:** Delays attributed to lack of on-site contacts, development of unforeseen network issues, etc, may prolong the length of this engagement. Such delays may increase labor, which will require a change order.

**Solicitation:** During the term of this SLA and for a one (1) year period immediately following the period for which any Unified Technologies employee or SLA employee last performed services for the Customer, the Customer shall not, directly or indirectly, for itself or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor or otherwise solicit, participate in or promote the solicitation of such Unified Technologies team member to leave the employ of Unified Technologies or hire or engage such Unified Technologies team member. In the event the Customer shall violate this Article, the Customer agrees to pay to Unified Technologies an amount equal to such Unified Technologies team member's annualized salary, including the team member's bonus'.