

STEP CG, LLC	<p align="center"><u>Maintenance Services</u></p> <p>Client: Carroll County Schools</p> <p>Date: May 17, 2018</p> <p>Project Name: Avaya CS 1000 & CallPilot</p> <p>Project ID #:</p> <p>Project Manager: Steven Ernst</p> <p>Account Manager: Clint Vaughn</p> <p>NOC Engineer: Support.stepcg.com</p>
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QUOTE, MAINTENANCE SERVICES and STATEMENT of WORK

This **Quotation, Maintenance Services, and Statement of Work** (“Quotation”) is between STEP CG, LLC, doing business at 407 Vine Street, Suite 210, Cincinnati, Ohio 45202 (“STEP”), and **Carroll County Schools** (“Client”). The purpose of this Quotation is to set forth the terms under which STEP will provide Client with goods and services, including monthly recurring maintenance services (“Products”).

The terms of this Quotation shall prevail over any contrary provisions in any other Quotation, or in a Master Services Agreement entered into between STEP and Client unless this Quotation explicitly states otherwise.

This Quotation includes STEP’s Terms and Conditions of Sale, a copy of which is attached to this Quotation and is incorporated into it.

MAINTENANCE PLAN

Contract:

- Commencement Date: **[MM/DD/YYYY]** TBD
- Maintenance Support Term: 12 Months
- Contract Value: **\$7,200 or \$9,000** Pending waiver of the \$3,600 re-initiation fee.

Maintenance Description:

This Service Description describes the STEPCG Avaya Express Support Services –Technical Support Base & hardware parts replacement eligible under current Avaya lifecycle. STEPCG maintenance provides for 8x5 Monday through Friday, technical support with 24x7 monitoring, backed by 24x7 Avaya remote technical support & expertise.

Customers have telephone and web access to the Avaya Service Center 24 hours a day, 365 days a year to report problems, ask product-related questions and receive assistance for Avaya hardware and operational software products.

	Outage	Severe Business Impact	Business Impact & Non-Service Impact
Requests submitted via website	Within two (2) hours	Within three (3) hours	Within standard business hours
Requests submitted via telephone	Within two (2) hours	Within three (3) hours	Within standard business hours

- . Avaya E-Notifications – Register and receive proactive notifications via email anytime new and modified product documentation and downloads are posted on the support website. These announcements include Product Correction Notices, Security Advisories, End of Sale Notices, Services Support Notices and User Guides.
- . Case Status Alerts – Register for proactive email or text message alerts on the status of an Avaya service request.
- . My Reports – View and create reports for service requests and entitlements across all of the Customer's Sold To numbers.
- . The Customer has access to Product Correction Updates (“Update”) issued by Avaya. An Update can be a Product Correction Notice (PCN), minor software or firmware update or service pack. Avaya will notify the Customer via <http://support.avaya.com> of any Avaya-recommended Updates.
- . STEP/CG will assist the Customer must register for Avaya E-Notifications in order to receive Updates.

Inventory of Equipment & Locations:

STEP/CG will maintain the following list of equipment per the manufacturer’s current lifecycle documents:

- Inventory of equipment to be covered under this maintenance agreement
 - o 1 CS 1000E 7.0
 - o 295 IP Phones

- 4 Remote SRG
 - 1 CallPilot 202i Server with 290 mailboxes
- Locations of equipment to be covered under this maintenance agreement
 - 1706 Highland Ave Carrollton, KY 41008

ASSUMPTIONS AND NOTES

- Term and Renewals. This Schedule shall be for the term set forth above and shall be due for renewal for additional one year terms unless, 1) written notice is provided by Client at least thirty (30) days prior to the end of the then current term, 2) STEP substantially changes or discontinues the Services purchased by Client. STEP will provide written notice at least thirty (30) days prior to the end of the then current term in the event of any changes or termination by STEP pursuant to 2 above.
- Pricing. STEP reserves the right to increase Client’s payment amount no more than one (1) time per year based on moves, additions, and/or changes to product upgrades, updates resulting in increased costs. Client shall provide at least thirty (30) days’ notice prior to such price increase becoming effective.
- Client represents that it has made routine backups of data and completed a successful test of data restoration and recovery. Client shall continue to make such routine backups during the course of the project. Client has all necessary hardware and software in place to support STEP’s requirements for monitoring of Products.
- Installation, configuration, maintenance, or troubleshooting of third-party goods which are not Products are not included in this proposal and shall not be performed by STEP.
- Charges associated with technical support for third-party hardware or software are the responsibility of Client.

CLIENT RESOURCES

List of Critical Client Resources:

- **Carroll County Schools** will be responsible for the following tasks:
 - Network discovery information or access.
 - Access to all networking & communications equipment
 - Participation with STEPCG operations, engineers, NOC agents as needed.
 - Provide the serial numbers for the equipment that will be covered by this service. Provide the full count and configurations of all the Avaya Products deployed in the Customer’s network (“covered hardware”) that are to be supported.
 - Schedule availability of authorized staff that will have the authority to make decisions on Customer’s behalf concerning the maintenance and service support

of systems. The authorized staff is responsible to:

- Approve any associated maintenance per incident charges;
- Provide and approve all purchase orders for maintenance per incident invoices;
- Permit Avaya to conduct an equipment certification, serviceability and inventory check if required by Avaya prior to service assumption.

RISK TO MAINTENANCE ESTIMATES

- The Scope of Work Section constitutes a good faith estimate based upon Client's representations to STEP. Client shall be responsible for full payment for Products and any Services including recurring Maintenance Services provided by STEP irrespective of the estimates contained herein.
- Based on Client's representations, STEP represents that no significant changes to the items listed in the Scope of Work Section are expected after Client accepts the Quotation.
- Client recognizes that requests for subsequent changes may impact the maintenance schedule and costs.
- Client recognizes that its failure to provide the resources indicated in the Client Resources Section may impact the maintenance schedule and costs.
- Re-initiation of Lapsed Coverage A re-initiation fee will apply to reinstate support when coverage has lapsed. The applicable re- initiation fee will be invoiced and payable with the first billing of the new coverage. For details on the fees, refer to the Support Re-initiation Policy.

TECHNICAL SUPPORT PROCEDURE

Placing a Service Request:

Client may open a ticket with STEPcg NOC technical support via phone, email to NOC, or online chat.

All Client requests for assistance shall be submitted to the STEP service support line at 844-4-STEP CG. (844-478-3724)

General Comments and Questions:

For customer service issues, please contact Constantine Romanos at 513.795.6000.

Other comments, questions, or concerns may be directed at any of the following STEP representatives:

Keith Temple 502.939.0767

Kevin Musico 513.795.6000

OTHER CONSIDERATIONS

Exclusions:

Examples of support that would fall outside of maintenance coverage that would be provided under Maintenance Per Incident Time and Material (T/M) would be as follows:

- Programming, administration or configuration changes
- Third party integration or applications
- Acts of nature
- Service provider issues and/or outages.
- Support that ends up being related to a product not under warranty or maintenance coverage

If STEP determines that a need exists for additional services not contemplated in this Quotation, the required tasks will be included in an addendum to this Quotation signed by both parties, or as a separate Quotation signed as both parties and treated as a new project.

Travel Expense:

If Client's location requires overnight travel or travel by airplane, Client shall reimburse STEP for reasonable travel expenses to and from the Client site.

Confidentiality:

Confidentiality of information provided by each party shall be governed by the Mutual Non-Disclosure Agreement (if any) between the parties.

In the absence of a non-disclosure agreement, each party agrees to keep the other party's confidential information strictly confidential, and agrees not to disclose the other party's confidential information to any third party. Confidential information consists of all of a party's

information which is not generally available to the public and includes but is not limited to proprietary know-how, trade secrets, business plans, and business and accounting data.

Intellectual Property:

STEP shall retain ownership of all intellectual property it develops during performance of this Quotation, whether developed solely by STEP or with Client’s employees or consultants, including, but not limited to, all ideas, skills, tools, techniques, processes, source codes, materials, software, programming models, and other programming tools.

INVOICING

Labor and Out of Pocket Expenses: STEP CG will invoice Client on or near the commencement date stated above.

AUTHORIZATIONS

With my signature, I certify that I am authorized to and do accept all terms of this Quotation.

For STEP CG, LLC:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

For [CLIENT]:

Signature: _____
Printed Name: _____
Title: _____
Date: _____