

City of Columbus Ohio

CIC 3.0 to CIC 4.0 Migration Proposal

Scope of Work

Prepared by:

Lacey Emery
Account Executive

Pricing effective until November 1, 2013

Version - 5

This document contains confidential and proprietary information belonging to G3 Technology Partners. The recipient of this information agrees not to disclose, to any person, any of the information contained herein about G3 Technology Partners or its products without the prior written consent of G3 Technology Partners.

Contents

Executive Overview 3

Requirements Overview 3

Scope of Project 4

 G3 Proposed Solution and Design Overview 4

General IC 4.0 Considerations and Caveats 5

 Interaction Client Upgrades 5

 Database & Recordings Migration 7

 Changes to Current Configuration 7

 Variations Between IC 3.0 & IC 4.0 7

 Interaction SIP Proxy 7

 Conference Limitations 8

 Interaction SIP Softphone 8

Specific IC 4.0 Considerations and Caveats 8

 Interaction Recorder 8

 Interaction Dialer 8

 Text to Speech 9

 Custom Handlers 9

 Interaction Client Outlook Edition 9

Server Information 9

Post Cut Support 10

Training 10

Client Requirements 10

 Operational Requirements: 10

 Technical Requirements: 11

 Implementation Assumptions & Responsibilities: 12

Pricing 14

Executive Overview

City of Columbus Ohio is currently utilizing the Interactive Intelligence, Customer Interaction Center (CIC) for their voice communication platform. This proposal will migrate City of Columbus's CIC 3.0 solution to Version 4.0 in order for City of Columbus Ohio to take advantage of new features and enhancements that have been developed since their initial installation. Additionally, the upgrade will ensure the high reliability as well as continued manufacturer support.

Requirements Overview

The intent of this proposal is to define the scope of the services G3 Technology Partners will provide CITY OF COLUMBUS OHIO to implement the Interactive Intelligence solutions as per the pricing schedule provided in the Pricing section.

This Scope of Work ("SOW") is subject to the terms and conditions, between G3 TECHNOLOGY PARTNERS, INC. ("G3") and CITY OF COLUMBUS OHIO ("CLIENT"). The offer of this SOW is effective on September 4, 2013 and expires November 1, 2013.

Actual date of installation depends upon CLIENT's acceptance to this SOW. To accomplish these objectives, G3 will provide resources for Engineering, Implementation Consultation, Training and Project Management to administer the functions and responsibilities of G3 Professional Services. G3 will communicate with CLIENT's Project Manager, the appointed Point of Contact for CLIENT on this project. He/She will be responsible for all communications and project management among all client parties (staff, vendors, consultants) and for the escalation and resolution of any issues for CLIENT.

This SOW is intended to provide deliverable goals and system functionality for CLIENT. A significant portion of this project is dependent upon the joint design and team commitment between G3 and CLIENT. CLIENT should expect professionalism and commitment from the G3 team.

Scope of Project

G3 Proposed Solution and Design Overview

G3 is proposing a migration of your Customer Interaction Center (CIC) from Interactive Intelligence (ININ) from Version 3.0 software to Version 4.0 software. As well as the associated applications software and hardware

As a Support Customer you are entitled to receive the IC 3.0 to IC 4.0 software at no cost, however due to some changes in the architecture of IC 4.0 there may be additional hardware and software required to migrate to 4.0. The professional services required to migrate your system are not covered under your support contract.

Due to the fact that IC 4.0 is a 64-bit application unlike the existing IC 3.0 which is a 32-bit application we cannot do a typical “in-place” upgrade from IC 3.0 to IC 4.0, rather we have to do a complete migration in order to facilitate the move to the new 64-bit Microsoft Windows Server 2008 R2 operating system

The Interactive Intelligence Customer Interaction Center migration will include G3 task, software and hardware as defined, as well as task, software and hardware that will be the Clients responsibility as defined in this scope of work.

G3 Responsibilities:

- G3 will provide overall project management
- G3 will deploy the CIC 4.0 software on Client provided virtual servers
- G3 will integrate to Client provided Oracle 11g
- G3 will integrate to Clients Microsoft Exchange Server utilizing Exchange Web Servers
- G3 will provide and implement (4) Interaction Media Servers
- G3 will provide guidance on the upgrade requirements for all IC Clients
- G3 will provide guidance on the changes required to DHCP, DNS, DNS SRV
- G3 will migrate the existing IC 3.0 configuration to IC 4.0
- G3 will migrate up to 2-years of the IC 3.0 database to IC 4.0 database
- G3 will migrate up to 2-years of IC 3.0 Interaction Recorder files to IC 4.0
- G3 will migrate and republish the existing Custom Handlers
- G3 will implement IC 4.0 Dev and load the final IC 4.0 configuration

Client Responsibilities:

- Provide virtual servers running Microsoft Server 2008 R2 OS (see specification below)
- Provide rack space, AC power and network connections as required for Media Servers
- Provide Oracle 11g Database Server access
- Make changes to DHCP, DNS, DNS SRV as required
- Upgrade all IC Clients (see specification below)
- Test all applications prior to cutover
- Provide the required software and hardware to support the IC 4.0 Dev environment

General IC 4.0 Considerations and Caveats

The following define general considerations and caveats to the migration of your IC 4.0:

Interaction Client Upgrades

The following lists the basic software requirements for client workstations running IC User applications, IC Business Manager Applications, or IC Server Manager Applications. The Client is responsible for installing all appropriate versions of the software listed below on the client workstations before installing any IC applications on them.

Important note: IC 3.0 and IC 4.0 Interaction Clients cannot coexist on the same client workstation. Therefore the actual upgrade of the IC clients, IC Business Manager or IC Server Manager Applications cannot be completed until the time of the actual migration from IC 3.0 to IC 4.0.

Important note: Individual Interaction Client personalization does not migrate forward. Users will need to re-personalize their new IC 4.0 Interaction Client.

Important note: Hardware and software requirements change as the ININ product evolves; therefore, the information in this document could be outdated. You should **always** refer to ININ's Test Lab site for the **current** information: <http://testlab.inin.com/ProductsPage.aspx?ProductType=20>

1. Microsoft Windows OS

The following Microsoft OS versions are supported on IC client workstations:

- **Microsoft Windows 7 SP1 (32-bit and 64-bit)** All IC workstation applications are supported in Windows 7 versions.

- **Microsoft Windows XP SP3 (32-bit and 64-bit)** There is limited support for IC workstation applications in Windows XP versions, as follows:
 - **Supported:** Only Interaction Client .NET Edition, Interaction Fax, and Interaction Voicemail Player are supported on Windows XP SP 3.
 - **Not Supported:** IC Business Manager Applications and IC Server Manager Applications are **not** supported on Windows XP. IC Business Manager is used by Contact Center Supervisors for tasks such as running Interaction Supervisor, running reports, and retrieving call recordings that are automatically recorded by Interaction Recorder. IC Server Manager Applications are used by your IC System Manager and includes Interaction Administrator and Interaction Attendant apps.
 - **Important note:** Check the Interactive Intelligence Test Lab site at <http://testlab.inin.com/> for the latest Windows 7 and Windows XP service packs certified for use with IC 4.0.

2. Microsoft .NET Framework

IC client workstations require the following Microsoft .NET Framework versions:

- **Microsoft .NET Framework 4.0 (Extended)**
- **Microsoft .NET Framework 3.x**

IC workstations require the **Extended** version of Microsoft .NET Framework 4.0. It is **not** included with either Windows 7 or Windows XP, so it must be installed separately. The Microsoft .NET Framework 4.0 install is available on the IC Server, in the IC_WorkstationPreReqs share (dotNetv40_Full_x86_64.exe), following the IC Server installation.

3. Microsoft Windows Installer

IC client workstations require Microsoft Windows Installer 4.5 or later.

- **Microsoft Windows Installer 5.0** is included with Windows 7. No further installation is necessary.
- **Microsoft Windows Installer 4.5** must be installed separately on Windows XP. Microsoft Windows Installer 4.5 (32-bit and 64-bit versions) is available to install from the IC_WorkstationPreReqs share in the Windows XP directory on the IC Server, following the IC Server installation. Make sure to install the version (32-bit or 64-bit) appropriate for the workstation.

4. IC applications

Once the basic software referenced above has been installed on the client workstations, then you can install the appropriate IC applications. Your IC Converged Engineer will provide you with the listing of IC

applications and updates that need to be installed on your client workstations. The required applications may vary depending on the User's Role and configuration in the IC system.

Database & Recordings Migration

G3 has included the professional services to migrate 4-years of CIC 3.0 reports database and 2-years of Interaction Recorder files to the new IC 4.0 environment. Client has evaluated their specific needs and requirements to determine they want G3 to migrate more than the 1-year. Client needs to be aware that after the migration, any items remaining within the existing database and recordings past 2-years will not be accessible.

Changes to Current Configuration

No changes to the current CIC configuration are included in this scope of work beyond those required by the migration to IC 4.0. It is assumed the configuration will remain the same for the migration to CIC 4.0.

Variations Between IC 3.0 & IC 4.0

As this is a full release migration of the Customer Interaction Center there will be variations in some features and functionality. Where known G3 will make their best effort to bring these variations to your attention prior to the migration. Client needs to be aware that since each Client's configuration and applications are unique there may be variations that we are not aware of and have no control over and will only come to light after the migration.

Interaction SIP Proxy

Interaction SIP Proxy servers must upgrade to Microsoft Windows Server 2008 R2.

If SIP Proxy is running on an Interaction Media Server the OS will be upgraded to Windows Server 2008 R2 as a part of this migration.

If SIP Proxy is running on a Client provided server, the Client will be responsible for either providing a new server running Windows Server 2008 R2 or upgrading the existing SIP Proxy server to Windows 2008 R2.

G3 will migrate the actual SIP Proxy application.

Conference Limitations

The maximum number of simultaneous “active” participants in a single conference call is limited to 20 participants. This is due to conferencing migrating from HMP resources to Media Server resources. Multiple conferences with up to 20 participants each are supported depending on the total number of Media Server Conference resources that you are licensed for.

Interaction SIP Softphone

Interaction SIP Softphone is a separately licensed feature beginning with IC 4.0. For Clients migrating from IC 3.0 to IC 4.0 ININ will provide the license at no cost, however ongoing software support will commence upon your next software support renewal.

Important Note: Be sure and identify the number of Interaction SIP Softphones you want included with your migration, this will be your only opportunity to receive the licenses at no cost.

Specific IC 4.0 Considerations and Caveats

The following define specific considerations and caveats to the migration of your IC 4.0:

Interaction Recorder

G3 will migrate up to 2-years of Recorder Data as part of this scope of work.

Interaction Dialer

G3 will migrate up to 2-years of Interaction Dialer data for historical reporting purposes. G3 will also manually configure all existing 3.0 Dialer settings to Dialer 4.0. Note that due to the differences in Dialer 4.0 and there is no direct migration process from ININ; all historical Dialer reports may not be available.

Text to Speech

G3 will migrate all current Text to Speech engines. Further investigation will be required to determine if the current TTS server is compatible with IC 4.0. Cost of a server upgrade if required is not included in this proposal.

Custom Handlers

G3 will migrate and verify operation of all existing custom handlers.

Interaction Client Outlook Edition

The Interaction Client Outlook Edition feature does migrate forward to IC 4.0. All Interaction Client Outlook Edition licenses will be converted to the new Microsoft Outlook Add-on. These licenses will be available in a future SU release and cannot be implemented at this time.

Server Information

CIC 4.0 operates on a Microsoft Windows Server 2008 R2 64-bit environment. In general all server application associated with the CIC must also operate on Microsoft Windows Server 2008 R2. A list of all IC 4.0 applications are listed on the ININ Testlab website at: <http://testlab.inin.com/ProductsPage.aspx?ProductType=20>. Please reference this site to verify specific information.

Most CIC 4.0 applications including the CIC server itself are now supported in a virtual environment. The most notable exception is the Interaction Media Server(s) which currently must operate on dedicated servers. A list all IC 4.0 applications supported in a virtual environment are listed on the ININ Testlab website at: <http://testlab.inin.com/ProductsPage.aspx?ProductType=33>.

If you will be implementing IC 4.0 in a virtual environment the Client will be responsible for the complete virtual environment and configuration of that environment. G3 will provide a

separate “IC Virtualization” technical reference guide as well as provide up to 8-hours of technical guidance to the Clients virtual server team.

Post Cut Support

Once the system is migrated, tested, and cut over, G3 will provide post-cut support to assist with any issues that may arise during the first day of service. The post-cut support will be a combination of on-site and remote. During this period, G3 will compile a final punch list of system settings that CLIENT would like modified that is within this SOW. G3 will remain engaged until this list of updates is completed. Once the punch list is completed, G3 will require final acceptance/sign-off by CLIENT for the implementation of the project.

Resource	Number of Resources	Number of Days	Hours Per Day
Field Engineer	1	3	8
Designer/Trainer	1	2	8

Training

End-User training is not included in this scope of work. Although there are some differences between the IC 3.0 and IC 4.0 Interaction Clients delivering an understanding of these changes can be accommodated through either the IC 4.0 CBT (computer based training) and or email updates.

Should you desire additional classroom style training G3 can provide suitable training for whatever unique requirements you may have.

Basic Administration training is included in this scope of work. G3 will provide 8-hours of basic system administration overview. This training is not intended to take the place of formal system administration training but will provide a basic overview for up to 4 System Administrators.

Client Requirements

Operational Requirements:

- CLIENT will provide a main point contact throughout entire project life cycle.

- CLIENT will provide necessary voice talent and related studio time, if necessary, at CLIENT's expense for the production of all project related .WAV files for use as system prompts. The format for WAV files must be CCITT μ -Law, 8 bit, 8 kHz, Mono. Not stereo, and not 16 or 32-bit.
- CLIENT will be responsible for administration and back-up of all network, system and database infrastructure during and after the implementation. Databases used in this application may include the databases established for CIC reporting, configuration, etc. and other databases that may contain data used for the various contact center applications.
- CLIENT will be responsible for any charges incurred from the local/long distance telephone company or Internet provider. These costs may include any cable purchases (if required), network interface hardware/software required to be installed by the telephone company as well as any other charges applicable to normal telephone company or Internet service provider service requirements.
- CLIENT shall procure the necessary number of lines from the local exchange carrier and pay all related costs for such procurement. Furthermore, CLIENT must verify the lines are present and operational within the CLIENT premises according to the agreed-upon timeline.
- CLIENT will provide necessary access to the installation areas including the removal of furniture or other structures obstructing the installation areas if required. Removing or relocating existing client services by G3 is not within the scope of this Agreement.
- CLIENT will provide and ensure the adequacy of clear and available pathways and meet minimum infrastructure requirements (detailed in the Technical Requirements section below).
- CLIENT will provide all required cabling, cross-connect materials, conduits, cable management, and installation of these materials. G3 will make every attempt to provide neat wiring bundles using wire ties for installed servers and components. If additional cable management materials or hardware are desired, CLIENT may engage G3 to provide these materials and services; additional fees may apply. If CLIENT provides the cable management infrastructure at the time of hardware installation, G3 will route wiring through the provided conduit whenever possible.
- CLIENT is responsible for existing equipment removal unless modified via addendum or modified within this SOW.

Technical Requirements:

- CLIENT should refer to Interactive Intelligence Test Labs web site for a current listing of supported software and hardware for all "client provided" or "client to provide" software and hardware, including workstation OS. Test Labs website: <http://testlab.inin.com/>
- CLIENT will provide access to internal infrastructure throughout IC implementation including, but not limited to, database servers, email servers, directory servers, and other system data repositories or application servers.

- CLIENT will provide Oracle Database Server hardware and software to serve as a data repository for CIC reports and/or IVR application data retrieval. Oracle Server software version must be on Interactive Intelligence's approved database list; see testlab.inin.com for specific versions.
- CLIENT to provide server space for operation of the SIP Proxy 4.0 R2 software for each location.
- The database must reside on the same domain as the CIC server. To avoid any issues, it is recommended that the database configuration be reviewed to verify appropriate read and write access permission to an existing CIC database and to a migration target CIC 4.0 database.
- CLIENT will see that all database, email, and required application servers are available and on-line for access in a normal operating manner prior to the beginning of the CIC implementation. CLIENT will provide mail client and other similar software for all servers required for operation of the IC platform.
- CLIENT will provide all required voice and data connectivity including, but not limited to, T1's, PRI's, analog lines and Ethernet connections as well as the physical connection of those items to the CIC server.
- CLIENT will see that the Servers, Operating Systems, LAN/WAN connectivity will be operational and access made available at the beginning of the project. G3 can provide CLIENT with audit review and consulting services related to the proper Server Operating Systems and hardware, etc., to be used for this system. Additional fees may apply.
- CLIENT will provide a LAN environment that is 10/100 base-T Ethernet configured for the TCP/IP protocol. The LAN environment must be able to support the desired QOS standards required for IP Voice.
- CLIENT will be responsible for keeping regular back-ups of the system. G3 strongly encourages CLIENT to have two or more reliable backups of everything on CLIENT's system.
- CLIENT will provide an adequate work/test environment for G3 consultants, including workspace, network and Internet connectivity and telephone. The location for the work/test environment is typically located in close proximity to where the CIC solution servers will be installed.
- CLIENT will provide the rack space, network connections, cable management hardware if desired, connection hardware and cabling, required power access, a KVM, and a suitable environment for the servers.

Implementation Assumptions & Responsibilities:

- CLIENT will ensure that the installation of or changes to their network or dial circuits is complete.

- CLIENT or CLIENT's agent will ensure all DMARC extension requirements are identified, furnished, and visibly marked for easy identification by G3 technicians within eight feet of the equipment.
- Engineering or configuration changes made by CLIENT after project initiation may affect the agreed-upon project schedule and will require a project review to determine impact and schedule requirements.
- The Main Distribution Frame (carrier terminations and house cable terminations) will remain in place, without the need to extend existing termination with feeder cable.
- G3 personnel will have unrestricted access to work areas as needed, to be arranged with the designated client contact.
- G3 is not responsible for the performance, quality, or delays caused by third-party vendors hired by CLIENT. Additional professional services may be required should on-site work be delayed based on third-party vendors.

Pricing

Hardware

Part Name	Price	Qty	Ext
Interaction Media Server - Medium Appliance (2 media engines) - Gen8	\$ 7,000.00	4	\$ 28,000.00
Global Cross Borders Care Pack mandatory for Interaction Media Server - Medium Appliance	\$ 1,200.00	4	\$ 4,800.00
Interaction Media Server – Media Engine Add-On (Adds 1 Media Engine)	\$ 2,500.00	8	\$ 20,000.00
CIC 4.0 Software Media Set	\$ 25.00	1	\$ 25.00
Interaction Dialer 4.0 Product Media	\$ 25.00	1	\$ 25.00
Standard Power Cord - North American	\$ 4.25	8	\$ 34.00

All proposed professional services pricing is valid through the “Pricing Effective Until” date listed below.

IMPLEMENTATION ADDRESS

COMPANY NAME

City of Columbus Ohio

ADDRESS

CITY STATE ZIP

CONTACT PERSON TELEPHONE NO.

BILLING ADDRESS

COMPANY NAME

Same

ADDRESS

CITY STATE ZIP

CONTACT PERSON TELEPHONE NO.

SCHEDULE OF PAYMENTS

PURCHASE PRICE

DESCRIPTION	AMOUNT
Materials	\$54,234.00
Professional Services	\$64,150.00
Pre-Paid Support	\$3,600.00
Total Price	\$121,984.00
Discount	\$.00
Total Price after Discount*	\$121,984.00
<i>Applicable taxes not included</i>	

PMT #	% DUE	AMT DUE	DESCRIPTION / DATE DUE
1	50%	\$62,792.00	50 % Materials / Pro Services / All Pre-Paid Support Due Upon Execution of SOW
2	40%	\$47,353.60	Materials / Pro Services Due on Implementation Date
3	10%	\$11,838.40	Materials / Pro Services ** Due Thirty (30) Days After Implementation Date

*** Plus applicable taxes*

PRICING EFFECTIVE UNTIL: 11/1/13

The Purchase Price specified above includes all costs related to the Project herein described, including any software licensed by CLIENT as specified herein in accordance with Section 10, SOFTWARE LICENSE.

TERMS OF AGREEMENT

The agreement made between G3 Partners LLC, d/b/a G3 Technology Partners ("G3") and City of Columbus Ohio ("CLIENT") by means of this Scope of Work ("SOW") is governed by the terms and conditions below and any addendums thereto agreed to in writing by G3 and CLIENT. Both parties agree that this SOW, together with the Contract For Services Over \$20,000 ("Contract") executed by G3 and Client on April 10, 2013, fully describe the deliverables and agreement between G3 and CLIENT. In the event of a conflict between the terms of this SOW and the Contract, the terms of the Contract shall prevail except that for Section 2. Maximum Obligation, and Section 3. Pricing and Scope of Services, the terms of this SOW shall prevail.

TERMS OF AGREEMENT *cont.*

1. ACCEPTANCE OF AGREEMENT

This SOW shall not be binding upon G3 until a duly authorized officer of G3 signs it.

2. PAYMENT TERMS

CLIENT agrees to pay the scheduled payments for this Project. Scheduled payments are due on the occurrence of the stated events. If there are multiple systems/sites included in this SOW, the stated terms will apply to each separate system/site. In cases where G3 and CLIENT agree in writing that the stated terms are not applicable, progress billings will be issued as work is completed, with payment due net ten (10) days. CLIENT shall not be entitled to exercise any setoff against payments owed to G3.

3. FINANCING OPTION

CLIENT has the option to enter into an agreement with a Third-Party Funding Source satisfactory to G3. G3 will cooperate with CLIENT in arranging for such funding. G3 shall not be required to order or commence delivery of products and/or services specified in this SOW until G3 receives written approval of CLIENT by the Third-Party Funding Source for the full Purchase Price specified in this SOW.

If CLIENT elects to obtain a Third-Party Funding Source for payment of the Purchase Price, CLIENT shall remain liable to G3 for payment of all amounts due as outlined in this SOW until G3 has received payment in full. CLIENT shall promptly and on a timely basis execute all documents and take all other action required or reasonably requested to cause payment to G3 to be made by CLIENT's Third-Party Funding Source. If CLIENT's Third-Party Funding Source commitment is canceled or terminates for any reason before G3 receives full payment, CLIENT shall, upon receipt of G3's invoice, immediately make payment to G3 of the unpaid balance of the Purchase Price and any other amounts due to G3 as specified in this SOW. Notwithstanding the use of a Third-Party Funding Source, this SOW shall remain in effect between CLIENT and G3 for the purpose of warranty and service.

4. CHANGE ORDERS

Additions, deletions, changes or reconfigurations of this Project after acceptance of this SOW and before the Implementation Date may be made only by an Installation Change Order ("ICO") signed by both parties. The price of additions shall be as listed in G3's then current price list. The parties shall agree in writing on the price of items not on the lists before G3 performs the ICO. The amount of credit for deletions shall be equal to the price at which the deleted item(s) was ordered originally. All Configured Orders (as hereinafter defined), including hardware and software, are non-returnable. This order is a Configured Order. ("Configured Order" means an order for a combination of hardware and/or software that are intended to function together as a system which has been designed to CLIENT's specifications.) All authorized returns may be assessed a restocking charge; provided, however, that product returns based on warranty claims will not be assessed such restocking charge. Any ICO after project initiation may affect the agreed-upon project schedule and Implementation Date and will require a Project review to determine impact and schedule requirements.

5. CLIENT TO PROVIDE

Prior to the scheduled delivery of any product specified in this SOW, CLIENT at its own expense shall make available room on the Premises for implementation of the product. CLIENT shall furnish, at no cost to G3, adequate lighting, heat, temporary heat, protection against inclement weather, power, water, cleaning, elevator service, hoisting, watchman, and similar items and services. CLIENT shall pay all charges including, but not limited to, changes from its telco or carrier of choice including, but not limited to, charges for orders, installation, programming, labor, expedite fees, trunks, and usage. CLIENT shall also supply all supplemental equipment required and appropriate access to same, including, but not limited to, air conditioning, conduits, commercial power wiring outlets, and mounting surfaces if required. Further, CLIENT shall provide a suitable protected area for storage of any products pending installation. The above CLIENT obligations must be performed on or before dates mutually agreed upon in writing. Failure to comply with these requirements may delay implementation.

6. ACCESS AND WORKING CONDITIONS

CLIENT shall permit or arrange for access to the Premises for all G3 implementation and/or service personnel. CLIENT shall provide working conditions for G3's personnel in compliance with the current requirements of applicable law and the Occupational Safety and Health Act. In addition to the Purchase Price of the Project, CLIENT agrees to pay to G3, upon invoice therefore, (1) all additional implementation and/or service costs of the Project arising from any concealed conditions not either already disclosed in writing by CLIENT or readily ascertainable by a visual inspection of the Premises, and (2) the cost of all measures taken by G3 or its subcontractors to protect the health and safety of its employees working on CLIENT's Premises and to comply with all laws and regulations applicable to its work hereunder, to the extent such measures are necessitated by the presence of asbestos or any other hazardous material, substance, or process at CLIENT's premises. G3 will work in good faith to reduce such costs as much as is practical without compromising CLIENT's or G3's commitment to comply with all applicable laws and regulations. The presence of asbestos or other hazardous materials or concealed conditions may also adversely affect the timetable for execution. At all times while on CLIENT's premises, G3's personnel shall comply with all of CLIENT's safety and security practices to the extent disclosed in advance to such personnel.

7. TITLE TO EQUIPMENT / SECURITY INTEREST

CLIENT shall acquire good and lien free title to this Project, except the software, upon full payment of the Purchase Price.

8. RISK OF LOSS

G3 shall bear the risk of loss, damage, or destruction of this Project, and all additions thereto, while it is in transit to the Implementation Address. The risk of loss, damage, or destruction of this Project, and all additions thereto, shall be borne by CLIENT upon delivery of this Project to the Implementation Address, unless such loss, damage, or destruction is caused by the negligence of G3, its agents, or subcontractors.

9. DELIVERY AND IMPLEMENTATION

G3 shall deliver and install this Project as specified in this SOW. It is understood that all delivery dates and the intended Implementation Date are approximate and G3 shall under no circumstances be liable for damages, special, incidental, consequential or otherwise, resulting from, or arising out of, the delivery or implementation of this Project.

IMPLEMENTATION DATE. Implementation Date shall mean the date on which the installed equipment and/or lines as provided and major components of this Project are functioning and able to perform substantially the function for which they are intended. Minor defects or omissions or substitutions or delay in availability of certain features or equipment, which do not materially affect the functioning of the entire System, shall not affect the Implementation Date. In any case, Implementation will be deemed to have occurred if CLIENT is using the equipment installed.

In the event that implementation of certain items of this Project is delayed beyond the Implementation Date, CLIENT shall be responsible for timely payment for all items of this Project that are delivered. If the Implementation Date of this project is unreasonably postponed by CLIENT, G3 reserves the right to bill in accordance with Section 1, *PAYMENT TERMS*.

G3 shall provide all installation personnel, tools, equipment, and materials necessary to install this Project and shall install it in a workmanlike manner. G3 will, at its expense, remove and replace any and all work performed by G3 not reasonably in accordance with the SOW. G3 will secure and pay for all permits, bonds, fees, and licenses (other than software licenses) necessary for the proper completion of the work to be performed by G3.

10. ACCEPTANCE OF SYSTEM

CLIENT shall promptly accept this Project on G3's acceptance form if it reasonably conforms to all manufacturers' specifications per G3's standard acceptance test. If within thirty (30) days following the Implementation Date, CLIENT discovers nonconformities, CLIENT shall send G3 written notice setting forth the details of such nonconformities.

If CLIENT notifies G3 in writing that the System does not conform to manufacturers' specifications, G3 shall proceed with due diligence to cure nonconformities set forth in CLIENT's written notice to conform to manufacturers' specifications. G3 shall notify CLIENT in writing when it has cured the nonconformities and this Project shall then be deemed accepted.

This Project shall otherwise be deemed accepted by CLIENT if CLIENT fails (a) to sign G3's acceptance form, and (b) to notify G3 in writing of nonconformities within thirty (30) days following the Implementation Date.

11. SYSTEM WARRANTY

All warranties on hardware/software and supplies are those made by the manufacturer of the hardware/software and supplies, unless otherwise specified. G3 makes no warranties in connection with the sale of the hardware/software and supplies and expressly disclaims all warranties with respect to the hardware/software and supplies, expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. G3 will represent and warrant that their services will be performed in a professional and workmanlike manner using resources with necessary skills and experience to perform the services. In addition to G3's general warranty provisions, as stated above, G3's warranty, as pertaining to telephony services, specifically excludes non-performance issues caused as a result of a non-G3 supplied hardware malfunction, software not installed by G3, or by incorrect data or incorrect procedure used by CLIENT. The warranties contained herein and other provisions of this SOW shall be for the benefit of both CLIENT and any Third-Party Funding Source, if applicable.

12. SOFTWARE LICENSE

CLIENT acknowledges and agrees that the terms and provisions for use of all Software provided pursuant to this SOW are established by the manufacturer, and not G3. CLIENT agrees that it has read, understood, and will abide by the terms and provisions of the pertinent manufacturer's software license(s) applicable to the Software provided hereunder.

13. INTELLECTUAL PROPERTY RIGHTS

G3 and CLIENT shall each retain all right, title, and interest in and to their respective pre-existing intellectual property and, except as otherwise provided herein, no license therein (whether express or implied) is granted by this SOW or as a result of the Services performed hereunder.

If applicable, G3 grants to CLIENT a royalty-free, fully paid-up, worldwide, perpetual, non-exclusive, and non-transferable license to use any Intellectual Property (as hereinafter defined) and/or the Services that are incorporated into any deliverable item listed in this SOW. G3, however, shall retain ownership of and unrestricted right to use any such Intellectual Property. As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated in any deliverable and first created or developed by G3 in providing the Services.

14. SUBCONTRACTS

G3 may subcontract any part of the implementation and/or service specified in this SOW for the Project. However, subcontracting any portion of the Project shall not relieve G3 of its obligations or duties under this SOW. Nothing herein shall limit the right of G3 to have any of its obligations performed by subsidiaries or parent or affiliated companies.

15. INDEMNIFICATION

Each Party shall indemnify and save the other harmless from any loss or damage to tangible property or from any loss or damage arising from bodily injury, including death, if, and to the extent, such loss or damage is caused by the negligent or intentional acts of the indemnifying party's personnel or subcontractors, provided that the party seeking indemnity gives the indemnifying party promptly written notice of any such claim of loss or damage and afford the indemnifying party the opportunity of sole defense and settlement of same. Notwithstanding the foregoing, the indemnifying party may not settle and admit liability on any claim without the prior written consent of the indemnified party. G3 shall agree not to impose any mechanic's lien or claim of such lien resulting from or in connection with the work performed under the SOW by G3, its agents or subcontractors.

16. UNCONTROLLABLE CIRCUMSTANCES

Either party's performance of any part of this SOW shall be excused to the extent that it is hindered, delayed, or otherwise made impractical by: a) flood, fire, war, strike, lock-out or work stoppage, act of terrorism or riot; b) CLIENT's third-party telephone services provider; c) unavailability of parts or software; or d) any other cause (whether similar or dissimilar to those listed) beyond the reasonable control of that party. Upon the occurrence of any such events, the party whose performance is affected shall use reasonable efforts to notify the other party of the nature and extent of any such condition and mitigate its effect.

17. BREACHES AND DEFAULT

CLIENT's breach of any payment obligation specified in this SOW on the date such payment is due constitutes a default which requires no notice to be given by G3. If either party breaches any other provision of this SOW and fails to cure such breach within ten (10) days after receiving written notice from the other party, the breaching party shall be in default. However, a party shall not be in default if, within ten (10) days of receiving notice of a breach that is curable reasonably promptly, it begins to cure such breach, and in good faith continues to attempt to cure the breach. In such case, the party shall have reasonable time to cure the breach before being in default. Upon CLIENT's default, G3 immediately may cease to perform its obligations hereunder and as specified in this SOW and may exercise all rights and remedies available under applicable laws. CLIENT agrees that, upon request, it will allow G3 to retake possession of any property conveyed under this SOW in addition to any other remedies available.

18. LIMITATION OF ACTIONS

CLIENT may not bring any action arising out of this SOW, regardless of form, more than two years after such cause of action shall have accrued.

19. LIMITATION OF LIABILITY

G3's liability to CLIENT for damages from any cause whatsoever and regardless of the form(s) of action, whether in contract or tort, including negligence or strict liability or otherwise, shall be limited to the amount of the payments actually paid to G3 as specified in this SOW for the Project giving rise to or related to the claim of liability, less the amount of any items that inure to CLIENT's benefit. This limitation shall not apply to any infringement claim under Section 36, INFRINGEMENT INDEMNIFICATION.

20. NO CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR COMMERCIAL LOSSES OR LOST PROFITS FROM ANY CAUSE, WHETHER OR NOT THAT PARTY HAS RECEIVED NOTICE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES OR LOSSES, EVEN IF THE REMEDIES ARE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE, AND SHALL INCLUDE, WITHOUT LIMITATION, DAMAGES RESULTING FROM OR ARISING OUT OF THE INTEGRATION OF THE PROJECT TO OTHER PRODUCTS OR SYSTEMS.

21. SYSTEM SECURITY

CLIENT shall assume responsibility for, and all liability for any losses related to, the implementation and utilization of any and all security features associated with the Project, including, but not limited to, modification of security and access codes. G3 may require access to CLIENT systems to perform this SOW. G3 shall access CLIENT systems only for that reason.

22. WAIVER

Failure or delay on the part of G3 to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

23. NOTICES

All notices and other communications pertaining to this SOW shall be in writing and shall be deemed to have been given by a party hereto if personally delivered to the other party or if sent by certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed to be given on the third business day after the mailing date. All notices or communications between CLIENT and G3 under this SOW shall be addressed:

IF TO G3
G3 Technology Partners

9345 Delegates Row

Indianapolis, IN 46240

 ATTN: Pete D. DiPaola

IF TO CLIENT

 ATTN: _____

Either party may change its address from time to time by written notice as provided herein.

24. NON-SOLITICATION OF G3 EMPLOYEES

For a period of six (6) months following termination of this SOW, unless the prior written approval of G3 shall have been first obtained, CLIENT shall not employ (either directly as an employee or indirectly as a consultant or contractor) any person who is or has been within the previous twelve (12) months, a G3 employee providing services to CLIENT. In view of the difficulty of establishing actual damages to G3 which would arise as a result of a breach in this provision, CLIENT agrees to pay G3, as liquidated damages and not as a penalty, in the amount equal to one half (1/2) of the employee’s annual salary. However, this is not in any way to further agree that such payment by CLIENT to G3, in the event of a breach of this provision, will be construed as being of a similar nature as a payment made by any employer to an employment agency.

25. ENTIRE AGREEMENT

This SOW and its attached Schedules along with the Contract are the complete and exclusive statement of the agreement between G3 and CLIENT and supersede all prior agreements, negotiations, and oral representations relating to the subject matter hereof, except that the Mutual Non-Disclosure Agreement between G3 and CLIENT is incorporated herein by this reference.

26. INFRINGEMENT INDEMNIFICATION

G3 shall indemnify and save CLIENT harmless from liability for damages arising from actions brought against CLIENT based upon a claim that work performed pursuant to this SOW constitutes an infringement of any patent, copyright or trademark, provided that:

- A. Any alleged infringement does not arise out of the connection of any G3 provided equipment to non-G3 provided equipment; and
- B. CLIENT gives G3 prompt written notice of any alleged infringement and affords G3 the opportunity of sole defense of any such allegation.

Should this Project become, or in G3’s opinion be likely to become, the subject of a claim of infringement, G3 may exercise any one or more of the following options, in its sole discretion:

- A. Procure for CLIENT the right to continue using the Project contemplated by this SOW; or
- B. Modify the Project to make it non-infringing; or
- C. If neither of the foregoing alternatives is reasonably practice, G3, at its sole discretion, may grant CLIENT a refund for the depreciated value of the infringing equipment and accept its return.

This Infringement Indemnification states G3’s entire liability to CLIENT for patent, copyright, or trademark infringement.

27. EQUAL OPPORTUNITY

To the extent applicable, contract incorporates by reference the Affirmative Action for Disabled Veterans and Veterans of the Vietnam-Era clause, 41 C.F.R. § 60-250.4; the Affirmative Action for Handicapped Workers clause, 41 C.F.R. § 60-741.4; the Equal Opportunity clause, 41



C.F.R. § 60-1.4; and the Discrimination on the Basis of Age clause, 18 C.F.R. § 1316.6; and all amendments thereto and all applicable regulations, rules, and orders issued there under. Contractor complies with applicable regulatory requirements, including information reports and affirmative action programs.

Signatures below acknowledge that CLIENT has read and accepted the terms and conditions stated herein. G3 and CLIENT each represent that the individual signing this SOW on its behalf has the power and authority to enter into the agreement defined in this SOW, and that this SOW constitutes a valid and binding obligation of each party.

G3 TECHNOLOGY PARTNERS

SIGNATURE: _____
PRINTED NAME: **Peter D. DiPaola**
TITLE: **President**
DATE ACCEPTED: _____

CLIENT: City of Columbus Ohio
SIGNATURE: _____
PRINTED NAME: _____
TITLE: _____
DATE SIGNED: _____

ININ IC4.0 Migration SOW Ver-3_20130522.docx