To:

Melissa Thorn, Esq.

Contract Administrator

City of Delray Beach

100 NW 1st Avenue

Delray Beach, Fl 33444

Phone: 561-243-7129

Thornm@mydelraybeach.com

From:

Jeff Foster
Direct: 904-240-3322
Office: 407-786-9600
JFoster@maxis360.net

MAXIS360
Simplifying Data Security
Innovating Communications
Enabling Productivity

The Interactive License Agreement has been moved to the beginning of this document as it is the agreement that is still in place (City must provide termination notice to cancel). The original agreement expired when implementation concluded.

This INTERACTIVE LICENSE AGREEMENT ("Agreement") is entered into by and between Interactive Intelligence, Inc., an Indiana corporation having its principal office located at 7601 Interactive Way, Indianapolis, IN 46278 and the entity identified in Exhibit A hereto ("Customer") having its principal office located at the address identified in Exhibit A.

ARTICLE 1. FORM OF AGREEMENT

1.1   **Consideration and Acceptance.** Customer acknowledges receipt of a copy of this Agreement prior to purchasing a license to the Interactive Software (as defined herein) from the Maxis360, the company identified as Elite Partner in Exhibit A hereto, and agrees that receipt of the Interactive Software constitutes full and sufficient consideration for, and acceptance by Customer, of all of the terms and conditions of this Agreement.

1.2   **Independent Contractors.** The use of the term "Elite Partner" does not mean that Interactive and Elite Partner are partners in the legal meaning of that term. Interactive and Elite Partner are independent contractors and are not partners, joint venturers, agents, franchisor or franchisee, or legal representatives of each other. Neither Interactive nor Elite Partner has the power to bind the other and Interactive hereby disclaims all responsibility or liability for any contracts entered into by Elite Partner, representations made by Elite Partner, or any other acts performed, or failures to act, by Elite Partner.   Customer agrees that any claims other than with respect to Interactive's warranty and indemnification obligations as expressly contemplated in this Agreement will be made solely against Elite Partner and not against Interactive.

ARTICLE 2.   LICENSE

2.1   **Software License.** Subject to the terms of this Agreement including any limitations contained in Exhibit A and subject to Customer's payment to Elite Partner of all license fees for the Interactive Software, Interactive grants to Customer the non-exclusive, non-sublicensable, perpetual licenses identified on Exhibit A to use the executable code version of the Interactive software identified on Exhibit A and related documentation ("Interactive Software") at the physical address identified in Exhibit A ("Designated Location"). Customer will not transfer the Interactive Software from the Designated Location to another location without Interactive's prior authorization which authorization will not be unreasonably withheld or delayed. If software provided by a third party is identified on Exhibit A, either (i) subject to the terms of this Agreement including any limitations contained in Exhibit A, Interactive grants to Customer a non-exclusive perpetual license to use such third party software and related documentation ("Third Party Software") or (ii) a license to use such Third Party Software is granted directly from the third party to Customer pursuant to a separate agreement ("Third Party License") in which event the terms and conditions governing the use of the Third Party Software will be the terms of the Third Party License and not this Agreement. The sublicense for certain Third Party Software sublicensed hereunder may be subject to certain addenda ("Third Party Addenda"). Interactive is not authorized to negotiate changes of any kind to any Third Party License or Third Party Addenda. The Interactive Software and the sublicensed Third Party Software are referred to herein collectively as "Software." Customer acknowledges and agrees that the Software is provided as a license and not a sale and Customer receives no rights other than those specifically granted to Customer herein. For clarity, fees for the licenses to the Interactive Software listed in Exhibit A attached or any subsequent Exhibit A shall be paid by Customer to Elite Partner, and not Interactive. However, Interactive agrees that for a period of thirty six (36) months following execution of this Agreement, Interactive will not increase the license fees it charges Elite Partner for the Interactive Software purchased by Customer during such time period.

2.2   **Affiliates; Additional Orders.** Customer may permit its Affiliates to use the Software subject to the terms and conditions of this Agreement provided that Customer will be responsible for its Affiliates' compliance with this Agreement. "Affiliates" means entities that are at least fifty percent (50%) owned and actually controlled by Customer. Any additional orders placed by Customer and accepted by Interactive for Software will be designated in a supplemental Exhibit A and will be governed by the terms and conditions of this Agreement.

2.3   **Restrictions on Use.** Customer shall not, and shall not permit others to: (i) transfer to any other person or entity any of its rights to use the Interactive Software; (ii) sell, rent, sublicense or lease the Interactive Software; (iii) create any derivative works, functionally equivalent works, or

translations based upon the Interactive Software; (iv) copy any feature, design or graphic in, or disassemble, reverse engineer or decompile the Interactive Software; (v) access or use the Interactive Software in order to compete with Interactive or to assist someone else to compete with Interactive; or (vi) use the Interactive Software for any purposes in any manner directly or indirectly in violation of any law, regulation, mandate or court order or in the aid of any unlawful act or undertaking.

2.4   Interactive will maintain a source code escrow for the Interactive Software pursuant to the source code escrow agreement between Interactive and Iron Mountain Intellectual Property Management, Inc., or a replacement escrow agreement ("Escrow Agreement") providing substantially the same or greater benefit to Customer. Customer may at its option and upon payment of the applicable escrow fees, be a beneficiary of such Escrow Agreement. In the event that source code is released to Customer, Customer is deemed to have been granted a license to use, and will use, the source code solely to support Customer's use of the Interactive Software provided to Customer. The Escrow Agreement will provide for release of the escrow to Customer in the event of any of the following circumstances, uncorrected for more than thirty (30) days:

> **2.4.1** Interactive's entry of an order for relief under Title 11 of the United States Bankruptcy Code;

> **2.4.2** the making by Interactive of a general assignment for the benefit of creditors;

> **2.4.3** the appointment of a general receiver or trustee in bankruptcy of Interactive's business or property; or

> **2.4.4** action by Interactive under any state or federal insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

ARTICLE 3.   SUPPORT AND REGISTRATION

3.1   **Software Versions.** Interactive will make corrective code for the Interactive Software available for a period of three (3) years following the last shipment date of a particular Version ("Version Support Period"); provided that corrective code will be available only in connection with the Version that incorporates the last Service Update. A Version is designated by a number followed by a decimal followed by another number such as 2.2, 2.3 and the like. A Service Update is a minor release of code that corrects one or more existing features of the software. Corrective code may not be compatible with Versions other than the most current Version of the Interactive Software and may not be compatible with modified or customized Interactive Software.

3.2   **Annual Support Plan.** During the Version Support Period, Interactive will offer certain maintenance and support services for the Interactive Software based on Annual Support Plan levels as determined by Interactive from time to time. Customer will purchase an Annual Support Plan concurrent with each purchase of Interactive Software licenses, the terms and conditions of which will be governed by a separate maintenance and support agreement between Elite Partner and Customer.

3.3   **Annual Registration.** So that Interactive can determine that all corrective code has been installed by Customer, to facilitate support services and to prevent unauthorized use, Customer must register the Interactive Software by visiting www.inin.com/licensemanagement within the ninety (90) day preceding each anniversary of the Effective Date. Customer will receive automated reminders in advance of the registration deadline.

ARTICLE 4.   WARRANTIES

4.1   **Interactive Software Warranty.** Subject to the exceptions provided in Section 4.4 (Warranty Exceptions), beginning on the date that Customer's initial license keys for the Interactive Software are downloaded, Interactive warrants to Customer that the Interactive Software will substantially conform to the Interactive Software user documentation for a period of one (1) year (the "Warranty Period"). Customer acknowledges that the Interactive Software functions solely as a conduit for transmission and storage of data.

Interactive is not responsible for and will have no liability for the content, accuracy, completeness, timeliness, security, integrity, utility, or applicability of the data stored or transmitted using the Interactive Software.

4.2   Warranty Remedy. If Customer becomes aware of a warranty breach during the Warranty Period, Customer will notify Interactive in writing and Interactive will, at its option, (i) use commercially reasonable best efforts to fix or replace the non-conforming Interactive Software, or (ii) provide a refund to Customer for the non-conforming Interactive Software. If during the Warranty Period Interactive does not replace or fix the non-conforming Interactive Software within forty-five (45) days after Customer gives Interactive written notice of breach of the Warranty, Customer may terminate its license to the non-conforming Interactive Software upon written notice to Interactive.   Customer will immediately thereafter return to Interactive or destroy all copies of the non-conforming Interactive Software in Customer's possession or control and Interactive will refund to Customer the license fees actually paid by Customer to Interactive for the non-conforming Interactive Software within thirty (30) days after receipt of an affidavit signed by an officer, owner or managing partner of Customer confirming that these actions have been completed.   The foregoing is Customer's sole and exclusive remedy for any breach of the warranty.

4.3   Third Party Warranties. To the extent applicable and permitted, Interactive will pass through to Customer warranties made to Interactive by Equipment suppliers and Third Party Software licensors with respect to Equipment and sublicensed Third Party Software ("Third Party Warranties") or, if warranty pass-through is not permitted, Interactive will make warranty claims on Customer's behalf. Interactive makes no guarantees with respect to performance of warranty obligations by Equipment suppliers or Third Party Software licensors and in no event will Interactive be liable therefore.

4.4   Warranty Exceptions.   Interactive will have no warranty obligations to the extent that the warranty breach arises from any of the following: (i) use of the Interactive Software contrary to the terms of this Agreement or the Interactive Software documentation provided to Customer by Interactive; (ii) use of the Interactive Software in combination with any equipment or third party software not certified by Interactive for use in combination with the Interactive Software; (iii) use of the Interactive Software with third party services, processes or materials alone or in combination with the Interactive Software; (iv) accidental damage or other events beyond Interactive's reasonable control; (v) failure to install and use updates, corrective code or modifications for the Interactive Software that Interactive makes available free of additional charge to customers that have paid for a current Annual Support Plan; (vi) any customization, modification or configuration of the Interactive Software other than by Interactive regardless of whether the customization, modification or configuration was executed using Interactive tools, methods documented by Interactive, or training provided by Interactive or Interactive contractors or agents; or (vii) Interactive's compliance with Customer's request or instructions or use of materials provided by Customer.

4.5   DISCLAIMER.   EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN A SEPARATE WRITTEN AGREEMENT, INTERACTIVE AND ITS LICENSORS DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS OR OTHERWISE (INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT). BY WAY OF EXAMPLE AND NOT IN LIMITATION, NEITHER INTERACTIVE NOR ITS LICENSORS WARRANTS THAT: (i) USE OF THE SOFTWARE OR ANY PART THEREOF WILL BE UNINTERRUPTED OR ERROR FREE; (ii) ALL DEFECTS IN THE SOFTWARE WILL BE CORRECTED; OR (iii) THE SOFTWARE WILL OPERATE IN THE COMBINATIONS THAT MAY BE SELECTED BY CUSTOMER. TO THE EXTENT THAT INTERACTIVE OR ITS LICENSORS CANNOT DISCLAIM A WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

4.6   LIMITATION OF LIABILITY.   IN NO EVENT WILL INTERACTIVE OR ITS LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR GOOD WILL, WORK STOPPAGE, LOSS OF INFORMATION OR DATA, LOSS OF REVENUE OR PROFIT, COMPUTER FAILURE, AND TELECOMMUNICATIONS CHARGES FROM UNAUTHORIZED ACCESS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.   THE AGGREGATE AND TOTAL LIABILITY OF INTERACTIVE AND ITS LICENSORS FOR ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SOFTWARE THAT CAUSED THE DAMAGES.

ARTICLE 5.   INTERACTIVE INDEMNIFICATION

5.1   Interactive Indemnification. Provided that Customer is in material compliance with the terms of this Agreement, then, subject to the exceptions provided in Section 5.2 (Indemnity Exclusions), Interactive will defend Customer at Interactive's expense, indemnify Customer against any judgments finally awarded by a court, and pay any settlements approved by Interactive, with respect to any claims by a third party that the original, unaltered, unmodified, uncustomized, unconfigured, Interactive Software, standing alone, infringes or misappropriates any valid and enforceable U.S. patents, copyright registrations, federal trade dress registrations and federal trademark registrations of such third party. Interactive may at any time and at its option and expense: (i) procure the right of Customer to continue to use Interactive Software that may infringe a third party's rights; (ii) modify the Interactive Software so as to avoid infringement; or (iii) require Customer to return the Interactive Software and refund Customer the fee actually paid by Customer for the Interactive Software less depreciation based on a five (5) year straight-line depreciation schedule. The foregoing will be Customer's sole remedy for any claims of infringement.

5.2   Indemnity Exclusions. In no event will Interactive have any defense or indemnification obligations to the extent any claim arises from: (i) use of the Interactive Software in combination with any equipment, software, services, processes, data or materials not certified by Interactive for use in combination with the Interactive Software; (ii) Customer's material non-compliance with this Agreement or Interactive Software documentation; (iii) use of the Interactive Software with third party software, services, equipment, processes, data or materials alone or in combination with the Interactive Software; (iv) Customer's failure to install and use the latest version of or any modifications to the Interactive Software including any modifications provided by Interactive pursuant to Section 5.1(ii); (v) the development or use of any alteration, configuration, derivation, modification, or customization of the Interactive Software regardless of whether developed by Interactive, Customer, or any other person or entity and regardless of whether developed using the Interaction Attendant Tool or any other Interactive tools, methods, or training; (vi) the creation of derivative works of the Interactive Software by Customer or its agents and/or contractors or Interactive's compliance with Customer's request or instructions or the use of any materials provided by Customer; (vii) Customer's method or process of doing or conducting business Customer's; or (viii) Third Party Software.

5.3   Intentionally left blank.

5.4   Indemnification Procedures. A party who believes it is entitled to indemnification ("Indemnified Party") will promptly notify the other party ("Indemnifying Party") of any claim for which the Indemnified Party seeks indemnification ("Claim") and provide reasonable assistance to the Indemnifying Party with respect to handling the Claim. The Indemnified Party's failure to provide timely notice or reasonable assistance will relieve the Indemnifying Party of its indemnification obligations to the extent that the Indemnifying Party has been actually and materially prejudiced by such failure. The Indemnifying Party will have the sole right to defend, make decisions relative to the defense, negotiate and settle any Claim provided that the Indemnifying Party obtains the prior written approval of the Indemnified Party, which approval will not be unreasonably withheld, before entering into any settlement of a Claim or ceasing to defend against a Claim if such settlement or cessation would cause injunctive or other relief to be imposed against the Indemnified Party or would prejudice any intellectual property interest of the

Indemnified Party. The Indemnified Party will be entitled to participate in the defense of a Claim and to employ legal representation at its own expense to assist in the handling of a Claim. The Indemnifying Party shall have the right to reimbursement of its legal fees and expenses from any monetary award relating to any counter-Claim or cross-Claim asserted by the Indemnified Party as part of the defense of the Claim up to the full amount of the monetary award.

ARTICLE 6. TERM AND TERMINATION

6.1 Term of Agreement. This Agreement will commence upon Customer's receipt of the Interactive Software (the "Effective Date") and will continue until terminated by either party as provided herein.

6.2 Termination. Either party may terminate this Agreement upon notice and thirty (30) days opportunity to cure (if susceptible to cure) if the other party breaches a material term of this Agreement, ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or appoints a receiver, or acquiesces in the appointment of a receiver or trustee, or liquidator. Customer may terminate this Agreement at any time effective sixty (60) days after written notice to Interactive.

6.3 Effect of Termination. Upon termination of this Agreement for any reason and notwithstanding the perpetual license granted herein: (i) all of Customer's rights and license to use the Software will immediately terminate; (ii) Customer will return to Interactive or purge all copies of Software in Customer's possession or control and deliver to Interactive an affidavit signed by an officer, owner or managing partner of Customer confirming that these actions have been completed.

6.4 Survival. All terms of this Agreement which, by their nature, are intended to survive termination of this Agreement will survive termination, including without limitation, all payment obligations, use restrictions, ownership terms, confidentiality obligations, disclaimers and limitations of liability.

ARTICLE 7. OWNERSHIP AND CONFIDENTIALITY

7.1 Proprietary Rights. All trademarks, service marks, patents, copyrights, trade secrets and other intellectual property rights in the Software (collectively, "Materials") are and will remain the exclusive property of Interactive or its licensors, whether or not specifically recognized or perfected under applicable local law. Customer will not create derivative works of, modify, assign, sublicense, sell, rent, reverse engineer, disassemble or decompile the Materials. Any rights not expressly granted herein are reserved to Interactive or its licensors. Interactive or its licensors will own all rights in all derivative works of the Materials and any copy, translation, modification, adaptation or derivation (including any improvement or development) of the Materials. Customer will not take any action that jeopardizes Interactive's or its licensors' proprietary rights in the Materials or acquire any right in the Materials.

7.2 Confidential Information. Confidential Information means all information that is proprietary to Customer or to Interactive or its licensors. Interactive Confidential Information includes without limitation the Interactive Software, training materials, technical and non-technical information, data, ideas, concepts and know-how, including developments, inventions, processes, algorithms, designs, drawings, engineering, and hardware configuration information, and other information that relates to Interactive's business plans, forecasts and research as well as Confidential Information of Interactive's licensors. Confidential Information does not include: (i) information that is made generally available to the public without obligation of confidentiality; (ii) information that the receiving party can show through documentation was independently developed by the receiving party without use of Confidential Information of the disclosing party; or (iii) information that is disclosed pursuant to a requirement of a court, government agency, or law, including without limitation, state and federal securities laws; provided that, if the receiving party is required by a court, government agency, or applicable law to disclose any Confidential Information of the disclosing party, the receiving party will notify the disclosing party immediately upon learning of such requirement so that the disclosing party has an opportunity to take action to protect the confidentiality and proprietary nature of the Confidential Information.

7.3 Nondisclosure. Each party receiving Confidential Information of the other party will take reasonable precautions necessary to safeguard the confidentiality of the disclosing party's Confidential Information, including at a minimum, the precautions taken by the receiving party to protect its own

Confidential Information. Neither party will disclose the other party's Confidential Information in whole or in part to any third party except to employees or consultants who require access to the Confidential Information, provided that any such employees and consultants agree in writing to maintain the information in confidence. Neither party will remove or deface, or allow the removal or defacement, of any confidential or proprietary notice placed on any Confidential Information of the other party.

ARTICLE 8. GENERAL

8.1 Records and Audit. For the term of this Agreement and for one (1) year thereafter, upon reasonable prior written notice, Interactive or its designee will have the right to visit the premises of Customer and its Affiliates during normal business hours and review their systems, books and records solely to the extent reasonably necessary or advisable to determine compliance with this Agreement. If Customer or any Affiliate is not in compliance, Customer will correct any failure of compliance including without limitation paying any additional fees that may be due and, if such non-compliance is material, Customer will pay the reasonable costs of the audit.

8.2 Compliance with Laws. Each party will comply with all federal, state, and local laws applicable to the Materials and their use, this Agreement, and the conduct of its business. In no event will Interactive be responsible for providing, implementing, configuring, or coding the Software in a manner that complies with any laws or regulatory requirements that apply to Customer's business or industry, including without limitation, US Federal Trade Commission (FTC) regulations, Federal Communications Commission (FCC) regulations, the Telephone Consumer Protection Act of 1991 and the Health Insurance Portability and Accountability Act (HIPAA) (collectively "Customer Specific Laws"). Customer agrees that it will comply with all such Customer Specific Laws, and regardless of anything to the contrary, in no event will Interactive, its Affiliates or related entities be held liable for any claim or action arising from or related to Customer's failure to comply with any Customer Specific Laws. The Software is Commercial Computer Software under Federal Government Acquisition Regulations and agency supplements to them and is provided to the Federal Government and its agencies only under the Restricted Rights Provision of the Federal Acquisition Regulations applicable to commercial computer software developed at private expense and not in the public domain.

8.3 US Export Restrictions. Customer acknowledges that the Software, Materials and Interactive Confidential Information may be subject to export controls under the U.S. Export Administration Regulations as well as end-user, end use and destination restrictions issued by the United States government and other governments. Customer will strictly comply with all requirements of these controls and restrictions and cooperate fully with Interactive in any official or unofficial audit or inspection relating to these controls or restrictions.

8.4 Assignment. Customer may not assign this Agreement by operation of law or otherwise without the prior written consent of Interactive, which consent will not be unreasonably withheld or delayed. Any merger, consolidation or change of ownership of a controlling voting interest of Customer will be considered to effect an assignment for purposes of this Section. Any attempt by Customer to assign this Agreement other than as provided in this Section is void and of no force or effect.

8.5 Notices. If Customer's principal office is located in North America, all notices and consents will be in writing and will be sent pre-paid by first class mail or by overnight delivery using a nationally recognized and reputable overnight courier. Such notices and consents will be deemed received five (5) business days after deposit if sent by mail and one (1) business day after deposit if sent by overnight courier. If Customer's principal office is not located in North America, all notices and consents will be in writing and will be sent pre-paid by a reputable international courier with delivery scheduled no less than five (5) business days after deposit. Such notices will be deemed received upon receipt or five (5) business days after deposit, whichever is earlier.

8.6 Severability and Waiver. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision will be considered stricken from this Agreement and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Neither Interactive nor Customer will, by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach of any of the provisions of this Agreement. Further, the waiver by

Interactive or Customer of a particular breach of this Agreement will not be construed as nor constitute a continuing waiver of such breach or of breaches of the same or other provisions of this Agreement.

8.7 **Force Majeure.** Neither Interactive nor Customer will be liable by reason of any failure of performance hereunder (other than Customer's failure to pay amounts owed) if such failure arises out of causes beyond its reasonable control, despite its reasonable efforts and without its fault or negligence.

8.8 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of Florida, U.S.A, as applied to agreements entered into and to be performed entirely within the state of Indiana without regard to conflicts of laws provisions thereof, the Uniform Commercial Code as adopted in Indiana or the United Nations Convention on Contracts for the Sale of Goods.

8.9 **Legal Actions.** The Customer hereby consents to the personal jurisdiction and venue of the courts in or for Palm Beach County, Florida. Any legal or equitable claim of any nature arising hereunder will be filed and maintained in the state or federal courts in the State of Indiana and Customer agrees that such courts are a convenient forum for adjudication. The prevailing party in any legal action arising hereunder will be entitled to its costs of litigation and reasonable attorneys' fees as to that part of the litigation for which it prevails.

8.10 **Arbitration.**

8.10.1 **Application.** This Section will only apply if Customer's principal office is outside the United States.

8.10.2 **Scope.** Except as otherwise provided below, any controversy or claim arising out of or relating to this Agreement or the existence, validity, breach or termination thereof, whether during or after its term, will be finally settled by compulsory arbitration in accordance with the rules and procedures for international arbitration of the American Arbitration Association ("AAA") as modified or supplemented under this Section.

8.10.3 **Proceeding.** The arbitration will take place in Indianapolis, Indiana, USA. The arbitration panel will consist of one (1) arbitrator. Any communication between a party and the arbitrator will be directed to the AAA for transmittal to the arbitrator. The parties expressly agree that the arbitrator will be empowered to grant injunctive relief upon the request of any party to the arbitration.

8.10.4 **Award.** The arbitral award will be the exclusive remedy for all claims, counterclaims, issues or accountings presented or plead to the arbitrators. The award will: (i) be granted and paid in U.S. dollars exclusive of any tax, deduction or offset; (ii) include interest from the date that the award is rendered until it is fully paid at a rate of one and one-half percent (1.5%) per month, not to exceed the maximum amount allowed by law; and (iii) include an award of costs and reasonable attorneys' fees to the prevailing party for that part of the arbitration for which it prevailed. Judgment upon the arbitral award may be entered into any court that has jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement.

8.10.5 **Exceptions.** Nothing in this Agreement will prevent Interactive from seeking injunctive relief against Customer in the courts having jurisdiction over Customer.

8.11 **English Language; Headings.** Interactive and Customer confirm that it is their wish that this Agreement as well as other documents relating hereto, including notices, have been and will be drawn up in the English language only. The headings of this Agreement are inserted only for convenience and will not be construed as a part of this Agreement.

8.12 **Entire Agreement.** This Agreement including its exhibits is the complete and exclusive statement of agreement concerning the subject matter hereof and supersedes all prior understandings and other communications between the parties relating hereto. This Agreement may be amended only by a subsequent writing that specifically refers to this Agreement and that it is signed by both parties.

8.13 **Public Records.** Customer is a public agency subject to Chapter 119, Fla. Stat. Interactive shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Purchaser agrees to:

8.13.1 Keep and maintain all records that ordinarily and necessarily would be required by the Customer.

8.13.2 Provide the public with access to public records on the same terms and conditions that the Customer would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

8.13.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

8.13.4 Meet all requirements for retaining public records and transfer, at no cost, to the Customer all records in possession of the Interactive at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Customer in a format that is compatible with the information technology systems of the Customer. All records shall be transferred to the Customer prior to final payment being made to the Interactive.

8.13.5 If Interactive does not comply with this section, the Customer shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

8.14 **Inspector General.** Interactive is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Interactive and its sub licensees and lower tier sub licensees. Interactive understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Interactive or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the Customer to be a material breach of this Agreement justifying its termination.

HMP Addendum

The following additional terms apply to Dialogic's Host Media Processing software ("HMP Software") licensed to Customer by Interactive:

1. Customer will use the HMP Software solely in connection with the Interactive Software and solely for its own internal use. A separate new or replacement Run-Time License Key for the HMP Software must be purchased for each computer or device using the HMP Software and Customer will not transfer the HMP Software to any other computer or device without purchasing a separate new or replacement Run-Time License Key for such device.

2. Dialogic Corporation is a third party beneficiary of the Interactive License Agreement with rights to enforce such agreement with respect to the HMP Software.

3. IN NO EVENT WILL INTERACTIVE, DIALOGIC, EITHER OF THEIR AFFILIATES, DIRECTORS, OFFICERS OR LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR GOOD WILL, WORK STOPPAGE, LOSS OF INFORMATION OR DATA, LOSS OF REVENUE OR PROFIT, COMPUTER FAILURE, AND TELECOMMUNICATIONS CHARGES FROM UNAUTHORIZED ACCESS) ARISING OUT OF OR IN CONNECTION WITH THE HMP SOFTWARE, REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

EXHIBIT A
TO INTERACTIVE LICENSE AGREEMENT

This Exhibit A is attached to and made a part of the Interactive License Agreement between Interactive Intelligence, Inc. and the Customer identified below.

Date:

Order No.:

Customer Information	
Customer Name: Delray Beach	
Customer Contact:	
Customer Principal:	
Address 100 N.W. 1st Ave	
Customer Phone:	

[Formatted: Superscript]

Elite Partner
Elite Partner Name: Maxis360

Designated Location:

[insert address where software will be used.] [If there is more than one designated location, then for each designated location list the address followed by the Interactive Software and Third Party Software for that location.]

Interactive Software:

Qty	Part Number	Description	License Type
1		Schedule B list of software	

Third Party Software:

Qty	Part Number	Description	License Type
N/a			

For purposes of this Exhibit A, the following terms will have the meanings indicated

Server: A unique physical machine used for the purpose of hosting and processing software applications centrally and for providing client software applications and devices with access to shared hardware or data resources.

Workstation: A unique physical machine designed to be used by one user at a time that is used for the purpose of processing client software applications that communicate with Servers, or a software application accessed through a terminal that provides an emulation of such a Workstation machine.

Port: Any hardware or software interface by which a computer Server or Workstation communicates with another device that is part of the same computer network or with another computer network system.

Station: A unique physical address for an audio connection to the Server. If a software license is applied to a Station, any User may log into that Station under such license with rights to use the software application at that Station.

User: A unique named person defined in the Interaction Administrator application, which definition sets forth specific access rights and attributes for such named person. If an Interactive software license is applied to a User, that User may log into the computer network from any Station that is part of the network and may exercise rights to use the software application from any such Station.

Special Instructions:

No signature required

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(Indirect)

AGREEMENT

BETWEEN

THE CITY OF DELRAY BEACH

AND

Maxis360

FOR

VOICE OVER INTERNET PROTOCOL (VoIP) 2016-049

This is an Agreement ("Agreement"), made and entered into by and between: Delray Beach, a municipal corporation of the State of Florida, hereinafter referred to as "City,"

And

Maxis360, a Florida corporation, hereinafter referred to as "Second Party," (collectively referred to as the "Parties").

WITNESSETH:

In consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1.1 **Agreement** - This Agreement includes Articles 1 through 9, the exhibits and documents that are expressly incorporated herein by reference.

1.2 **Board** - The City Commission of Delray Beach, Florida.

1.3 **Contract Administrator** - The Delray Beach City Manager or the Director of the Delray Beach, Information Technology Department. The primary responsibilities of the Contract Administrator are to coordinate and communicate with Second Party and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In

the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

1.4 **City Manager** - The administrative head of City appointed by the Board.

1.5 **City Attorney** - The chief legal counsel for City appointed by the Board.

1.6 **Project** - The Project consists of the services described in Article 2.

1.7 **VoIP-** Voice Over Internet Protocol

ARTICLE 2

SCOPE OF SERVICES

2.1 Second Party shall perform all work identified in this Agreement and Exhibit "A" and "B". The Scope of Services is a description of Second Party's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Second Party impractical, illogical, or unconscionable.

2.2 Second Party acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

3.1 This contract is in full force and effect upon full contract execution by the City of Delray Beach. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

3.2 All duties, obligations, and responsibilities of Second Party required by this Agreement shall be completed no later than one hundred and twenty (120) days after full contract execution by the City of Delray Beach. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3.3 In the event services are scheduled to end due to the expiration of this Agreement, the Second Party agrees that it shall continue service upon the request of the Contract Administrator. The extension period shall not extend for greater than three months beyond the term of the Agreement. The Second Party shall be compensated for the service at the rate in effect when the extension is invoked by the City upon the same terms and conditions as contained in this Agreement as amended. The Chief Purchasing Officer shall notify Second Party of an extension authorized herein by written notice delivered prior to the end of the term of the Agreement.

ARTICLE 4

COMPENSATION

4.1   Consistent with the Scope of Services herein referenced as Exhibit "A" and equipment pricing itemized in Exhibit "B", the City shall pay Second Party, in the manner specified in Section 4.3, the total amount not to exceed, Four hundred and Eight Thousand, Seven Hundred and Sixty-Four Dollars ($408,764.00) for equipment and work actually performed and completed pursuant to this Agreement, which amounts shall be accepted by Second Party as full compensation for all such equipment, work and expenses. Second Party acknowledges that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Second Party for its services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon Second Party's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

4.2 METHOD OF BILLING AND PAYMENT

Second Party may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed. Invoices will be submitted per the following progress schedule:

Milestones	Payment (Reference EXHIBIT "A")
Contract Execution:	50% of down payment.
Milestone 1:	10% progress billing due on completion of Scope of services Exhibit A, Scope of Services, Section 1.E-V.
Milestone 2:	10% progress billing due on completion of Scope of services, Exhibit A section 1.F.
Milestone 3:	Remaining 30% due upon FINAL completion of installation and customer training.

In the event that City Departments are not ready due to delays by City or third party vendors, Second Party shall invoice a partial installation progress payment for sites that are completed.

4.3.1 City shall pay Second Party within thirty (30) calendar days of receipt of Second Party's proper invoice, or as required by Florida Law. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Second Party to comply with a term, condition, or

requirement of this Agreement.

4.3   Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

4.4   Payment shall be made to Second Party at:

MAXIS360
714 Beech Street
Fernandina Beach, FL 32034

ARTICLE 5

INDEMNIFICATION

Second Party shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Second Party, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action, or demand, Second Party shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Second Party under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

ARTICLE 6

INSURANCE

6.1   Second Party shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "C" in accordance with the terms and conditions stated in this Article.

6.2   Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. Second Party shall name City as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is City of Delray Beach, Florida. This official title shall be used in all insurance documentation.

6.3   Within fifteen (15) days of notification of award, Second Party shall provide to City proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements, Declaration pages, or insurance policies evidencing all insurance required by this Article. City reserves the right to obtain a certified copy of any policies required by the Article upon request. Coverage is not to cease and is to remain in force until the City determines all performance required of Second Party is completed. For Professional Liability Insurance, coverage shall remain in force for two (2) years after the completion of services unless a different time period is stated in Exhibit "C." City shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the work, proof of insurance renewal shall be provided to City upon expiration.

6.4   City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements.

ARTICLE 7

TERMINATION

7.1   This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.

7.2   This Agreement may be terminated for cause for reasons including, but not limited to, Second Party's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the Second Party is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the Second Party provides a false certification submitted pursuant to Section 287.135, Florida Statutes. This Agreement may also be terminated by the Board:

7.3   Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.4   In the event this Agreement is terminated for any reason, Second Party shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. Second Party acknowledges that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are, hereby acknowledged by Second Party, for City's right to terminate this Agreement for convenience.

7.5   In the event this Agreement is terminated for any reason, any amounts due Second Party shall be withheld by City until all documents are provided to City pursuant to Section 9.1 of Article 9.

ARTICLE 8

NON-DISCRIMINATION

8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Failure by Second Party to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the City, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Delray Beach Code of Ordinances or under applicable law, with all of such remedies being cumulative.

Second Party shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate

in violation of any State or Federal law. Second Party shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Second Party shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, Second Party represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. City hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle City to terminate this Agreement and recover from Second Party all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

ARTICLE 9

MISCELLANEOUS

9.1   RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City, and, if a copyright is claimed, Second Party grants to City a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Second Party, whether finished or unfinished, shall become the property of City and shall be delivered by Second Party to the Contract Administrator within seven (7) days of termination of this Agreement by

either party. Any compensation due to Second Party shall be withheld until all documents are received as provided herein.

9.2   PUBLIC RECORDS

City is a public agency subject to Chapter 119, Fla. Stat. Second Party shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Purchaser agrees to:

9.2.1   Keep and maintain all records that ordinarily and necessarily would be required by the City.

9.2.2   Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

9.2.3   Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

9.2.4   Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Second Party at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the Second Party.

9.2.5   If Second Party does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9.3   INSPECTOR GENERAL.

Second Party is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Second Party and its sub licensees and lower tier sub licensees. Second Party understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Second Party or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

9.4 AUDIT RIGHTS, AND RETENTION OF RECORDS

City shall have the right to audit the books, records, and accounts of Second Party that are related to this Project. Second Party and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of Second Party and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Second Party or its subcontractor, as applicable, shall make same available at no cost to City in written form.

Second Party shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Second Party shall ensure that the requirements of this Section 9.3 are included in all agreements with its subcontractor(s).

9.5 TRUTH-IN-NEGOTIATION REPRESENTATION

Second Party's compensation under this Agreement is based upon representations supplied to City by Second Party, and Second Party certifies that the information supplied is accurate, complete, and current at the time of contracting. City shall be entitled to recover any damages it incurs to the extent such representation is untrue.

9.6 PUBLIC ENTITY CRIME ACT

Second Party represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and

may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

In addition to the foregoing, Second Party further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Second Party has been placed on the convicted vendor list.

9.7   INDEPENDENT CONTRACTOR

Second Party is an independent contractor under this Agreement. Services provided by Second Party pursuant to this Agreement shall be subject to the supervision of Second Party. In providing such services, neither Second Party nor its agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Second Party or Second Party's agents any authority of any kind to bind City in any respect whatsoever.

9.8   THIRD PARTY BENEFICIARIES

Neither Second Party nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.9   NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For City:

    City Manager
    City Hall
    100 N.W. 1st Avenue
    Delray Beach, Florida 33444

For Second Party:

    ControllerMaxis360
    Susan Carless
    714 Beech Street
    Fernandina Beach, FL 32034

9.10   ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Second Party shall not subcontract any portion of the work required by this Agreement, except as may specifically provided for herein. Notwithstanding the Termination provision of this Agreement, City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Second Party of this Agreement or any right or interest herein without City's written consent.

Second Party represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Second Party shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Second Party's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

9.11   CONFLICTS

Neither Second Party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Second Party's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of Second Party's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Second Party is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Second Party or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Second Party is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Second Party shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Second Party.

9.12   MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.13   COMPLIANCE WITH LAWS

Second Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.14 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Second Party elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

9.15 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

9.16 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

9.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

9.18 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights

hereunder, shall be exclusively in the state courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, SECOND PARTY AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

9.19 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and Second Party or others delegated authority to or otherwise authorized to execute same on their behalf.

9.20 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

9.21 PAYABLE INTEREST

9.21.1   Payment of Interest. Except as required by the Prompt Payment laws, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Second Party waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

9.21.2   <u>Rate of Interest</u>. In any instance where the prohibition or limitations of Section 9.21.1 are determined to be invalid or unenforceable, the annual rate of interest payable by City under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

9.22 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. All Exhibits are incorporated into and made a part of this Agreement.

9.23 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.25 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: City through its Board, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20__, and Second Party, signing by and through its *President, Jeff Foster* duly authorized to execute same.

ATTEST:

Churell D. Nubin

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

CITY OF DELRAY BEACH, FLORIDA

By_____

Cary D. Glickstein, Mayor

____ day of _April_ , 20_16_.

AGREEMENT BETWEEN DELRAY BEACH, FLORIDA

AND

MAXIS360

SECOND PARTY

_____
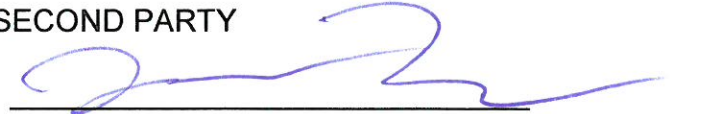
Jeff Foster President
(Print name, Title)

___ day of ____April____, 20_16_

WITNESS:

_____
(Sign name)

Martyna Baker
(Print name)

WITNESS:

_____
(Sign name)

Nick Dowling
(Print name)

(SEAL)

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B EQUIPMENT LIST

(The remainder of this page is intentionally left blank.)

Maxis360 Scope of Services exhibit "A"
Interactive Intelligence Customer Interaction Center installation and project management

For
City Of Delray Beach

Scope of Services

This Scope of Work (SOW) between MAXIS360, 3231 NW 112th Ave Coral Springs, Fl 33065 (hereafter referred to as vendor) and City of Delray Beach (CODB) referred to as CUSTOMER Is entered into as of April 7, 2016 and will remain in effect 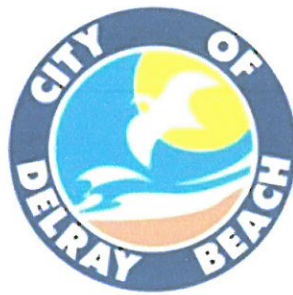until customer acceptance of the completion of this project or termination. The SOW is based on meeting requirements and agreement referencing Maxis360 submittal RFP document Voice over Internet Protocol (VoIP) 2016-049.

1. Project plan steps:

Installation of new Interactive Intelligence CIC Enterprise Phone System and Contact Center. Project is estimated to take 16 weeks. MAXIS360 will install, project manager, configure and train (and train the trainer) on all products and software sold in Schedule A. Project is scoped for 120 days from final signatures and finance approvals. First 60-day period will bring the core system up and ready and include 1 – 3 of the first 3 departments for go live. The second 60 days will include phasing each additional department on to the new system in till all departments are completed.

	Timing	**Delegated responsibility**
a. Review project implementation plan with Customer	**(Week 1)**	**Maxis/City**

    I. Assign project manager
    II. Assign lead Contact Center engineer
    III. Perform customer kick off call and set install dates/goals
    IV. Organize weekly project calls

b. Perform architectural review of Interactive Intelligence CIC in Delray's environment		
	(week 1)	**Maxis/City**

    I. Review options of IC Redundancy and geo splitting.
    II. Review current licensing purchase for this project.
    III. Review hardware locations- Gateways & Media servers.

c. Carrier review and orders.	**(week 2)**	**Maxis/City**

    I. Review carrier services, schedule and place orders.
    II. Review WAN and Internet connectivity
    III. Architect WAN connectivity and redundancy.

d. Discovery department by department.	**(week 2and 3)**	**Maxis/City**

    I. Create check list.
    II. Site visit every building and location with check list.
    III. Review and manage check list issue.

e. CIC Core installation.	**(week 3and 4)**	**Maxis/City**

I. Customer to provide VM per Maxis360 specifications		City
II. Install primary and switch over CIC software		Maxis
III. Install Media servers		Maxis/City
IV. Set up session manager		Maxis
V. Customer to provide CSV file of all users		City

f. **Install gateways**   **(week 5)**   **Maxis/City**

       I.   All PRI and SBC   Maxis
       II.   Individual FXO and FXS will get installed and tested per department prior to go live.
                   One week before each site goes live- Maxis

g. **Email integration to both Microsoft Exchange and Office 365 Included.**
                                     (week 6)   **Maxis/City**

h. **Set up auto attendant:**   **(week 6)**   **Maxis/City**
       I.   Up to 4 attendant profiles per department (includes Day, Night and holiday greetings).
       II.   Customer to provide scripts and voice talent.
       III.   Train customer on modifying or creating new attendant profiles.
       IV.   Provide voice prompts for auto-attendant

i. **Setup up 5 new work groups and call queues.**   **(week 7)**   **Maxis/City**

j. **Set up first 3 to 5 desktop Client applications per department, With the first 3–5 we show the customer how to set up other users:**   **(week 6 and 7)**   **Maxis/City**
       I.   Include for pushing script to automate set up of client
       II.   Including trouble shooting assistance for all client desktop users
       III.   Customization support of client apps for directories, workgroup history and Queue statics.

k. **Set up to 3 of Supervisor/ Business Manager desktop applications. (week 7)**   **Maxis/City**
       I.   Including trouble shooting assistance for all supervisors.
       II.   Configuration support of Business manager applications. To optimize work Group/ Queue detail views and reporting.

l. **Phones:**   **(week 6 and 7)**   **Maxis/City**
       I.   Work with Delray IT staff to deploy phones expected 50/50 split on phone deployment of pro services work load.

m. **Perform end user training (48 hours total):**   **(1ˢᵗ Phase cutover week 7 and 8)**   **Maxis/City**
                                 Each additional department will get training on live system, same week as the cutover (week 9-16)
       I.   Business users (Train the trainer)
       II.   Contact Center Agents
       III.   Supervisor/ business manger
       IV.   Admin training, we will offer one additional admin training session for technical staff (If needed) 1 to 4 staff members. Focused on day to day administration and tier one trouble shooting best practices.

n. **Post install support includes on site help desk for first day of go live and will transition to remote support from install sign-off.** (1st Phase cutover week 8)   Maxis/City
   Each additional department will have help desk support on first day of service (week 9-16) Maxis/City

o. Help customer remove old phones from desktop (Box and leave in customer designated equipment room at each site). **(week 9 and after each department cuts over) Maxis**

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2. **Labor rates** (if additional labor outside the scope of this project is required).
   I.   Maxis360 advanced VoIP labor rate is $150 per hour. If a block of hours is pre purchased exceeding 50 hours, a 10% discount is applied or $135 per hour.
   II. All major upgrades labor will be billable at discounted rate of $135.

3. **WARRANTY**
   a. Maxis 360 warrants that the Services provided under this Agreement will be performed in a professional manner.

   b. Maxis 360 makes no warranties of any kind, expressed or implied on its' own regarding the functionality of hardware or software, but instead relies on the warranties provided by the manufacturer of each product.

4. **Interactive Intelligence hardware warranty details.**
   GLOBAL HARDWARE

       I.   Hewlett Packard Servers

   Initial Purchase

   - Processed via the ININ on-line ordering system
   - Ships from our Indianapolis warehouse facility within 16 business hours from order acceptance and submitted to our shipping department.
   - Standard shipping is ground, expedited shipping available upon request

   Standard Warranty Plus 5-year 365x24x4 Care Pack

   - DL3XX and DL1XX Servers-
     - On-site 5 years' parts and labor
     - Hard drive warranty is 5 years
     - 4-hour response time from HP for service

   Polycom and SIP Station Phones
   Initial Purchase

   - Processed via the ININ on-line ordering system
   - Ships from our Indianapolis facility. Certain quantity levels will ship from local theater when it makes sense.
   - Standard shipping is ground, expedited shipping available upon request
   - When shipping from Indianapolis ships within 16 business hours from order acceptance and submitted to our shipping department.
   - When being drop shipped lead-time can be up to 4 weeks depending upon availability
   - 3 Years Advanced Warranty Replacement included

   RMA Service:

   - Service Type: Advanced Warranty Replacement
   - RMA processed between 8:00 am – 6:30 pm ET M-F
   - Shipping Method: ground
   - Ship defective phone back to respective warehouse via traceable shipping carrier
   - See Return Policy for full details on return procedure

Recommendation: Customer should purchase spare phones if immediate replacements are necessary

Audio Codes Gateways
Initial Purchase:

- Processed via the ININ on-line ordering system
- Ships from our Indianapolis warehouse facility or can be drop shipped from several facilities depending upon availability and date needed by
- When shipping from Indianapolis ships within 16 business hours from order acceptance and submitted to our shipping department.
- Lead-Time can vary if product needs to be drop-shipped, average lead-time is 2 weeks
- Standard shipping is ground, expedited shipping available upon request
- 3 Years Advanced Warranty Replacement included no support fees are charged

RMA Service:

- Service Type: Advanced Warranty Replacement
- RMA processed between 8:00 am – 6:30 pm ET M-F
- Shipping Method: Express Priority
- Ship defective gateway back to respective warehouse via traceable shipping carrier
- See Return Policy for full details on return procedure

Recommendation: Customer should purchase a spare if deployed in critical environment

5. **Service Level Agreement "SLA"**

Measurement	Definition	*Performance SLA's*
Service Availability Percent	The percent of time that the software/hardware is available during normal business hours	99.99
Problem Response	The time required for a user to receive a response after reporting a problem to the help desk.	Priority 1 - 15 minutes Priority 2 – 4 hours Priority 3 – next business day
Problem Circumvention or Resolution Time	The time required for a user to receive circumvention or a solution after reporting a problem to the help desk.	Priority 1 – immediate – 2 hours Priority 2 – 24 hours Priority 3 – as scheduled

Priority Type	Example(s) or Definition(s)
1 – Priority	• Severe impact with loss of core functionality " Code Red" • High impact on the application. The Customer is able to run the system, but the issue being reported severely impacts the overall "usability" of the system.
2 – Priority 2	Moderate impact on the system. The reported problem impedes the use of nonessential functions in the system.
3 – Priority 3	Low impact on the system. The reported problem has limited impact on nonessential functions, is a cosmetic-related problem, or documentation error.

6. Mutual assumptions and Dependencies.

MAXIS360, has used the following assumptions and dependencies in preparing this SOW: These assumptions are inextricably related to the estimate MAXIS360, has made for these services.

1. At any time during the project, changes in the scope, assumptions, deliverables, or project plan will follow City and MAXIS360 standard change control procedures as outlined in Change Control section of this SOW. City and MAXIS360 must approve all change requests to proceed with performing the work required by the requested change(s).
2. City will allow MAXIS360 access to all necessary equipment during the agreed upon date and time of installation within the City's control.
5 Customer is responsible for alerting MAXIS360 to any system problems via the MAXIS360 Connect wise Problem Reporting System. Maxis360 will acknowledge ticket receipt and provide a portal access and communicate changes and progress to all tickets.

7. Out of Scope Assumptions

The following items are considered Out Of Scope in the implementation of system:

1. Cables and cabling (outside of patching servers with partner provided patch cables) and connection to "house" wiring. It is the customer's responsibility to guarantee the house wiring has been tested and is fully certified to function.
2. Integration with any third party software or system unless noted within this Statement of Work.
3. Changes to Customer's other legacy systems are not included with this Statement of Work.

8. **Customer Responsibilities.**

It is customer responsibility to inform MAXIS360, of any changes in customer acquired hardware prior to MAXIS360 arrival.

1. The persistent availability of a TCP/IP network. Including POE data ports for phones and SIP Devices.
2. Customer agrees to keep all gateway and server equipment on sufficient Uninterruptible Power Supply ("UPS").
3. Customer has provided a ventilated server room that will maintain a temperature of 70° F or less.

9. **Acceptance of Project Completion**

Upon completion of project by vendor, client will be asked to sign an "Acceptance of Project Completion" form confirming their satisfaction with the results of the project. Client agrees not to unreasonably withhold their signature from this form.
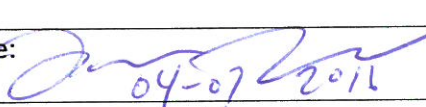
10. Existing site detail:

Phone count is 774 IP Phones and 83 FXS for analog devices. 857 user count of licenses.

Fax, elevators and alarms are not included. Fax lines other than 100 software versions are intended to stay off the new VoIP solution and on external carrier direct 1MB's outside of this agreement.

Location	Equipment	Count:	Addition info
City Hall, Community Center, City Attorney Offices	Nortel Option 11	195 stations and Switchboard, paging in building/planning area. 33 analog non system (i.e. fax, IVR, alarms)	Installed in 2003, currently at max capacity
Police Department	Nortel Option 11	238 Stations, Gate Dialer, Monitor line, 5 Ring-down lines, 15 analog lines	Installed in 2005
Fire Station 1	Meridian Norstar	45 stations, 9 Ring-down phone sets, Paging System, 23 analog lines	Installed in 1991 – cannot add any stations and or lines to system
Fire Station 2	Meridian Norstar	10 stations, 1 Ring-down phone set	Installed in 1991
Fire Station 3	Meridian Norstar	8 stations, 1 Ring-down phone set	Installed in 1997
Fire Station 4	Norstar BCM	11 stations, 1 Ring-down phone set	Installed in 2008
Fire Station 5	Meridian Norstar	8 stations, 1 Ring-down phone set	Installed in 1991
Fire Station 6	Meridian Norstar	9 stations, 1 Ring-down phone set	Installed in 1998
Lakeview Golf Course	Meridian Norstar	4 Stations Auto attendant, 2 analog	Installed in 1998
Wellness Center	Comdial DX-80	11 stations, fax	
Municipal Golf Course	Meridian Norstar	12 Stations, Auto attendant, 7 Centrex lines for Alarm, fax, Payment	Install in 1998

Environmental Services	Nortel Meridian	60 stations, 16 Centrex lines	
Community Land Trust	Centrex lines	7 stations	Non-system sets
Catherine Strong Park	Centrex lines	2 stations	Non-system sets
Pompey Park	Centrex lines	9 stations, 1 fax	Non-system sets
Veterans Park	Centrex Lines	2 stations, 1 fax	Non-system sets
Miller Park	Centrex Lines	2 stations	Non-system sets
Teen Center	Centrex Lines	2 stations, 1 fax	Non-system sets
Delray Volunteer Center	Centrex Lines	1 stations	Non-system sets
Delray Tennis Center	Centrex Lines	4 stations, 5 analog	Non-system sets
Tennis Center Ticket Booth	Centrex Lines	1 line	Non-system sets
Pompey Pool	Centrex Lines	2 stations, 1 fax	Non-system sets
Delray Swim and Tennis	Centrex Lines	2 stations, 1 fax, 1 Credit	Non-system sets
Soccer Complex	Centrex Lines	2 fire alarm lines	Non-system sets
Neighborhood Resources	Centrex lines	9 stations, 1 fax	Non-system sets
Delray PD Sub-Station	Centrex lines	9 stations, 1 fax	Non-system sets
Delray PD Training Center	Centrex Lines	4 stations	Non-system sets
Federspiel Garage - Elevators/Alarms	Centrex lines	3 analog lines	Non-system sets
Ocean Rescue Headquarters	Centrex lines	4 stations, 2 fax	Non-system sets
Parks Maintenance	Centrex Lines	10 stations 1, fax	Non-system sets
Old School square Parking Garage	Centrex lines	5 analog lines (i.e. Elevators, alarms, attendant office)	Non-system sets
Delray Center for the Performing Arts	Centrex Lines	24 Centrex only- do not support phone system	Lines only – we do not support their phone system
Delray Beach Public Library	Avaya	26 stations	

CUSTOMER HAS READ AND AGREES TO BE BOUND BY THIS ORDER, the SERVICES TERMS AND CONDITIONS AND RATE SCHEDULES, ALL OF WHICH REPLACE AND SUPERSEDE ANY OTHER NEGOTIATIONS, AGREEMENTS PROPOSALS AND COMMUNICATIONS (ORAL OR WRITTEN) RELATING TO THE SERVICES LISTED OR DESCRIBED ON THIS ORDER AND SHALL PREVAIL OVER ANY ADDITIONAL OR CONFLICTING TERMS IN ANY PURCHASE ORDER, INVOICE, ACKNOWLEDGMENT OR OTHER SIMILAR DOCUMENT ISSUED BY CUSTOMER.

Accepted by: **MAXIS360**	Agreed to by:
Signature: _04-07 2016_ Date:	Signature: Date:
Title: _President_	Title:

MAXIS360

Quote

Jeff Foster 904 240-3322

714 Beech Street
Fernandina Beach, FL 32034

Number	AAAQ7744-01
Date	Mar 18, 2016

Sold To	**Ship To**
City of Delray Beach Gwendolyn Spencer 100 NW 1st Avenue Delray Beach, FL 33444 Phone: (561) 243-7149	City of Delray Beach Gwendolyn Spencer 100 NW 1st Avenue Delray Beach, FL 33444 Phone: (561) 243-7149
Billing Email: spencerg@mydelraybeach.com Terms:	Remit to: Maxis360 8805 Governors Hill Dr.; Suite 250 Cincinnati, OH 45249

Qty	Description	Unit Price	Ext. Price
	Interactive Intelligence Software:		
1	Interaction Center Server Software plus graphical customization tool. (to be installed on customers VM)	$8,400.00	$8,400.00
1	Switchover Software be configured identically to production server on customers VM.	$2,400.00	$2,400.00
200	A basic session is required for every external connected call. A basic session may be used without any other session type for selected enterprise functionality, including manual outbound calls; inbound DID calls; using the voicemail TUI or Interaction Mobile Office; and non-ACD workgroup calls. Basic sessions will allow the following Attendant Voice Actions without requiring an advanced session: 'Dial by Name', s.	$96.00	$19,200.00
40	A conference session is utilized by each participant in a conference call. External parties will also use a basic session for connectivity into the system. This session license is for scheduled and ad-hoc conferences (conferences created using the client) that are hosted on Media Servers.	$39.00	$1,560.00
10	A fax session is "layered" on a basic session for every external connected fax call. It enables the use of faxing on the Interaction Media Server. Note: This capability is available in SU11 and above.	$65.00	$650.00
250	Media Sessions- allows for Audio Operations to be handled by the Media Server. 1 Media Session is required with each Basic Session, Fax Session or Conference Session.	$54.40	$13,600.00
1	Provides Microsoft integration for Office 365 Unified Messaging.	$1,300.00	$1,300.00
6	Interaction SIP Proxy R2 is a full featured proxy for business continuity management that's easy to install and easy to use. This license is required to add support for up to 25 unique device registrations. At least one Registration bundle is required for a SIP Proxy license.	$130.00	$780.00
23	An advanced session is "layered" on a basic session for external connected calls requiring the following advanced functionality: transfers to ACD workgroups, database lookups, use of custom handlers, remote data queries.	$243.75	$5,606.25

Qty	Description	Unit Price	Ext. Price
357	Business User, Interaction Client for use with the Interaction Client .Net Edition or Interaction Client Web Edition.	$61.75	$22,044.75
500	Basic Station or Mobile Client User, audio connection to any internal party or device (phone, fax machine, or modem). Also required for remote station connections. Supports both Android and Iphone mobile users.	$42.25	$21,125.00
5	Basic Station, Interaction Client, and ACD with complete skills-based routing for one media type for use with the Interaction Client .Net Edition or Interaction Client Web Edition.	$526.50	$2,632.50
2	Adds Operator Console feature set to an existing Business Client license. Designed specifically for use by receptionists, company operators, and other personnel who direct the flow of a large number of calls. Unique call processing features such as: Fast Transfer, Enhanced Speed Dial Page with Busy Lamp Field (BLF),	$455.00	$910.00
2	Advanced supervision; includes Interaction Supervisor License with Workgroup, Historical Reports, Workgroup Queue and Dialer Plug-in modules. This license requires at least a Basic Station.	$406.25	$812.50
700	Adds ability for Unified Messaging (voicemails/faxes) delivered to an email inbox or Interaction Message Store. This item can also be ordered in UM only environments.	$22.75	$15,925.00
192	Voice mail without UM (unified messaging) -- TUI only (telephone user interface only). This license is required when a user does not have a basic station license and requires voice mail.	$9.75	$1,872.00
100	Provides ability to send and/or view faxes with the Interaction Fax.	$6.50	$650.00
	Annual support:		
1	Interactive support (charged on software items from ININ @18%)	$31,590.00	$31,590.00
	Hardware:		
2	Audio Codes mediant 1000 with Enterprise Session Border Control. Support each or up to 100 SIP trunks each.	$7,750.00	$15,500.00
4	Interactive Intelligence - INTERACTION MEDIA SERVER - MEDIUM APPLIANCE (5YR CP) - GEN9 (Purpose built appliance comes packaged with software and hardware bundle)	$6,995.00	$27,980.00
4	Interactive Intelligence - Care Pack for HP DL360 Gen9 - 3 Year - Item	$1,689.00	$6,756.00
	A count of the VVX telephones will be completed during the Discovery Phase. so actual phone count may very on final orders.		
658	Polycom VVX 310 6-line Desktop Phone Gigabit Ethernet with HD Voice. Compatible Partner platforms: 20. POE. Ships without power supply.	$118.75	$78,137.50
78	Polycom VVX 500 12-line Business Media Phone with HD Voice. POE. Ships without power supply.	$220.40	$17,191.20
39	Polycom SoundStation IP 6000 (SIP) conference phone. 802.3af Integrated Power over Ethernet. Expandable. Includes 25' (6 meter) Cat5 shielded Ethernet cable. Excludes Brazil, China, Korea, and New Zealand. Does Not Include Universal Power Supply or Plug.	$539.60	$21,044.40
1	Polycom SoundStation IP 7000 (SIP) conference phone. 802.3af Power over Ethernet. Expandable. Includes 25' (6 meter) Cat5 shielded Ethernet cable. Excludes Brazil. Does Not Include Universal Power Supply or Plug.	$777.10	$777.10
20	MP114 - 4 channels analog (2FXS/2FXO) VoIP Gateway	$428.00	$8,560.00
2	24 channel analog, FXS, embedded SIP and LBR Coders	$1,535.00	$3,070.00
	Professional services:		
500	VOIP Installation	$135.00	$67,500.00
48	VOIP training, User /train the trainer and admin.	$135.00	$6,480.00

Qty	Description	Unit Price	Ext. Price
16	VOIP installation and decommisioning.	$120.00	$1,920.00

Approved by:_____

Date:_____

SubTotal	$405,974.20
Tax	$0.00
Shipping	$0.00
Total	**$405,974.20**

PO Number:

Please Scan and Email Approved Documents to: jfoster@maxis360.net

Maxis360 Terms and Conditions

Main Phone Number: (407) 786-9600   www.maxis360.com   Tech Support Number: (321) 214-2222

EXHIBIT C

INSURANCE REQUIREMENTS OF THE CITY OF DELRAY BEACH

Second Party shall not commence operations under the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Delray Beach Risk Manager. If you have any questions call (561) 243-7150.

The following insurance coverage shall be required.

A.   Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute 440 and including Employers Liability coverage, regardless of the size of your firm. Second Party further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course and scope of their employment.

B.   General liability insurance with a minimum limit of $1,000,000 per occurrence and $2,000,000 in the aggregate annually, providing coverage for Premises and Operations, Products and Completed Operations, Fire Legal Liability, and Personal and Advertising Injury Liability. Insurance Policies must be obtained through insurance companies that are authorized to transact business in the State of Florida by the Department of Financial Services, and they must carry a minimum rating of A.M. Best of A- as to management and VII as to financial size.

C.   Motor Vehicle Liability Insurance covering all vehicles associated with Second Party operations to include all owned, non-owned and hired vehicles.

The coverage will be written on an occurrence basis with limits of liability not less than $1,000,000.00 combined single limit per each occurrence.

D.   The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage, non-renewal or cancellation.

Second Party shall furnish to the City, Certificate(s) of Insurance evidencing insurance required by the provisions set forth above. If any of the above coverages expire during the term of this Agreement, Second Party will provide a renewal certificate at least ten (10) days prior to expiration.

Mail to: City of Delray Beach, Attn. Risk Manager, 100 N.W. 1st Avenue, Delray Beach, Florida 33444 with a copy to Assistant City Manager, 100 N.W. 1st Avenue, Delray Beach, FL 33444