TERMS AND CONDITIONS

This Software and Service Agreement ("Agreement") is entered into on DATE HERE between Mutare, Inc., 2325 Hicks Road, Rolling Meadows, Illinois, 60008, hereinafter referred to as "Provider" and CUSTOMER, CUSTOMER ADDRESS and its affiliates, hereinafter referred to as "Customer". The Provider and the Customer shall be collectively referred to as the Parties. Under this Agreement, the Provider will provide Smart Assist by Mutare software and services hereinafter referred to as "SAM System". The parties agree as follows:

Acceptance

By accepting this Agreement and using Provider's Smart Assist by Mutare ("SAM") System, Customer agrees to be bound by all the terms and conditions of this Agreement.

Provision of Software and Services

Provider agrees to provide Customer with the SAM System installed on a customer provided server. Customer will access the SAM System from a web browser for administration. The customer provided server specification is found in Appendix A. Mutare will provide SMS delivery services and Mutare's giSTT transcription services from Mutare's secure cloud. The giSTT transcription engine can be licensed and installed on the Customer's server for an additional license fee. Both parties agree to their respective project responsibilities outlined in Appendix B. Mutare will supply additional worksheets and technical documents referenced in Appendix B as part of the implementation project.

Availability of Mutare Cloud Services for SMS and giSTT Transcription

Subject to the terms and conditions of this Agreement, Provider strives to provide the Services for twenty-four (24) hours per day, seven (7) days per week throughout the term of this Agreement. Customer   agrees that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation: equipment malfunctions; periodic maintenance procedures or repairs that Provider may undertake from time to time; or causes beyond the control of Provider or that are not reasonably foreseeable by Provider, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks network congestion or other failures. Customer agrees Provider has no control of availability of the Services on a continuous or uninterrupted basis.

Agreement Term

The initial term of this Agreement shall be one year (the "Initial Term"). After the initial term, this Agreement shall be automatically renewed for successive annual periods until terminated by one of the parties as provided in this agreement.

Termination

Customer may terminate this Agreement at any time, for any reason, with a thirty (30) day notice, by contacting Provider either via registered delivery service or e-mail, and requesting that Customer's account be canceled. In the event of a cancellation, Provider will not refund amounts already billed for the current annual service period in which Customer terminates the Agreement. Any amounts paid in advance by Customer for future service terms following the current annual   service term will be refunded by Provider thirty days after the cancellation takes effect. Provider may terminate this Agreement at any time, for any reason, by providing written or e-mail notice of termination to Customer's primary contact no less than 90 days prior to the service termination.

Payment Terms

Customer agrees to pay Provider the amount stated annually for the Provider's software and services. Provider reserves the right to change or modify its charges for Customer's plan from time to time with not less than 60 days' notice prior to start of any renewal term.

Service charges are payable in advance on an annual basis for subsequent annual terms. Provider will invoice

Customer 30 days prior to the beginning of each new payment period. Provider will submit all invoices to Customer by e-mail. Payment is due net 30 days from the invoice date. Payments can be made by wire transfer or by check.

Liability; No Warranty; Limitation of Damages

Customer expressly agrees that use of Software and Services provided by Provider is at Customer's sole risk. Provider, its agents, affiliates, licensors or the like, do not represent or warrant, expressly or impliedly, that their services will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of their services or as to the accuracy, reliability, or content of any information service or merchandise contained in or provided through their software and services, unless otherwise expressly stated in this Agreement.

Provider, its officers, agents, or anyone else involved in providing services shall not be liable for any direct, indirect, incidental, special, or consequential damages that result from the use or inability to use services; or for any damages that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of god, communication failure, theft, destruction, or unauthorized access to Provider's records, programs, or services.
Provider will exercise no control over the content of the information passing through Provider's network except those controls expressly provided herein.

Provider makes no warranties or representations of any kind, express or implied, for the services it is providing. Provider also disclaims any warranty of merchantability or fitness for a particular purpose and will not be responsible for any damages that may be suffered by Customer, including loss of data resulting from delays or non-deliveries.

Patents, Copyrights, Trademarks, and Other Intellectual and Proprietary Rights

Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right to Customer. Customer agrees that all right, title, and interest in any product or service provided to Customer belongs to Provider. These products and services are only for Customer's use in connection with Services provided to Customer as outlined in this Agreement.

Customer expressly warrants to the Provider that Customer has the right to use any patented, copyrighted, or trademarked material which Customer uses, posts, or otherwise transfers to Provider servers.

Attorneys' Fees

If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

Notice

Customer agrees to keep Provider informed of all current contact information for Customer's account. Changes in Customer's account information may be reported to Provider by e-mail at info.mutare.com or on Provider's website located at www.mutare.com.

Governing Law

This Agreement has been entered into in the State of Illinois, and its validity, construction, interpretation and legal effect shall be governed by the laws of that state applicable to contracts entered into and performed entirely within that state.

Severability

In case any one or more of the provisions of this Agreement be held for any reason to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid provision(s) had never been contained in this Agreement, provided that those provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

Waiver

No waiver by Provider of any breach by Customer of any provision of this Agreement shall be deemed a waiver of any preceding or succeeding breach of this Agreement. No waiver shall be effective unless it is in writing, and then only to the extent expressly set forth in such writing.

Entire Agreement

This Agreement shall constitute the entire agreement between Customer and Provider, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates specified below.

Provider	**Customer**
Mutare, Inc	Customer
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Appendix A SAM Server Specification

Customer needs a medium to high-end equipped <u>dedicated</u> server. Generally, choose the fastest processor speed available or one level down. Customer does not need processors enhanced for graphics. The hard drive holds programs and small data files.

Minimum Server Hardware Specifications (SIP):

- Intel Xeon Dual or Quad Core CPU (multiple CPUs recommended)
- At least 4 GB RAM (8+ GB RAM recommended)
- 120 GB hard drive minimum (fast SCSI recommended; SATA acceptable).
- At least 100 Mbps NIC for Ethernet connection to TCP/IP LAN.
- No PCI slots necessary. Quad core or better processor highly recommended.
- 100 SIP port is maximum per server.
- **Physical Server**
  - Windows Server 2012 R2 with latest SP recommended.
    Please contact your Mutare Project Manager if other Windows OS is required.
- **Virtual Server**
  - VMware® ESXi versions 4.1 through 6.0, and the following of Windows guest operating systems:
    - Windows Server 2012 R2 with latest SP
- Remote Access – VPN Access to network and Remote Desktop to server.

Telephony Requirements

The SAM server can support up to 100 SIP ports in a single server. Only SIP connectivity is currently supported by the SAM server.

SIP connectivity from the Customer PBX to the SAM server is the responsibility of the Customer. Mutare is available to assist with this process. Customer must have the necessary SIP port licensing on the PBX and any other servers to support SIP to the SAM server.

For the SAM server, all port licensing and port usage will be provided with the purchase of the SAM application. Contact your Mutare sales representative for more information.

Connectivity

The MCS/SAM server acts as a SIP trunk, so connectivity is straightforward. SIP connection can either be connected to the MCS straight from the Avaya CM or through a Session Manager.

SIP

A SIP proxy server or gateway is required. The SAM server will communicate through the customer-provided SIP proxy server or gateway. The SAM application simply acts as a SIP trunk.
If connecting your Avaya Communication Manager to the SAM server via SIP Enablement Services (SES), see this document: http://www.mutare.com/data/td/286-SAM_CM_SIP_Integration.pdf. The SAM server can connect directly to the CM or connect to the Session Manager.

Server Software

Web server – allow access for admins
SQL Server Express 2014

Backups and Anti-Virus Software

Mutare's recommendations for backups and anti-virus software are:

- Backups: Mutare recommends adding the SQL Server database as well as the SAM application folders and subfolders to Customer's backup routines. Mutare can provide a list of these at installation.
- if using a virtual environment, snapshots can also be used. Follow the manufacturer's best practices and recommendations.
- Anti-virus: Customer is required to add the SAM application folders and subfolders and the SQL Server folders to Customer's exclusions lists for on-demand scanning.

Appendix B – Statement of Work and Responsible Parties
Technical Specifications

The following table summarizes the technical requirements to support and implement the SAM system. For fully detailed Mutare SAM and Speech to Text technical documents, visit http://www.mutare.com/techdocs.asp

MCS Server – for SIP Connections Minimum Server Hardware Specifications: • Intel Xeon Dual or Quad Core CPU (multiple CPUs recommended) • At least 4 GB RAM (8+ GB RAM recommended) • 120 GB hard drive minimum (fast SCSI recommended; SATA acceptable). • At least 100 Mbps NIC for Ethernet connection to TCP/IP LAN. • No PCI slots necessary. Quad core or better processor highly recommended. • Physical Server: • Windows Server 2012 R2 with latest SP recommended. Please contact your Mutare Project Manager if other Windows OS is required. • Virtual Server: • VMware® ESXi versions 4.1 through 5.5, and the following of Windows guest operating systems: • Windows Server 2012 R2 with latest SP	Refer to Document 289 for full details
SIP Configuration SIP integration requires that the inbound call contain the Caller ID, the Called Number, and the SIP Diversion Header be passed during the call. The typical configuration is for the MCS to act as SIP trunk, connected to the Customer PBX or SBC. Default TCP port is 5060 for signaling. The Customer will need to determine the number of simultaneous calls that are expected. This will determine the number of ports to configure and license.	For Avaya CM integration, see document 286.
Supported Platforms	Any SIP-enabled PBX / Switch.
Standard Features	Administrator Web access enabling management of: • Users • Notification options for Users • Announcements • Notification Templates

Standard Features (continued)	Notification Types: - Email (with recorded message as attachment) - Lync/Skype for Business message - SMS

Additional Technical Assumptions:

Customer must complete all pre-installation worksheets / documents prior to implementation.

Customer must have the server available prior to implementation.

Customer will provide Mutare remote access to the server.

Mutare is not responsible for SIP programming on the PBX / Session Manager / SBC.

Customer or customer's Business Partner must complete the SIP programming to get a call to the SAM server.

Mutare will provide the necessary port licensing on the SAM server.

Customer is responsible for providing the necessary SIP ports and licenses on the PBX / Session Manager / SBC to handle the SIP traffic from the PBX to the SAM server.

Training is admin "train the trainer" only. No end user training is included.

Dates shown on the project plan or schedule may change depending on the start date of the project or any Customer delays.

All work by Mutare is done remotely.

Project Overview

This project demands involvement by Customer's team and any 3rd party implementation resources provided. Ultimate success is highly dependent on a team effort. To help achieve a smooth and successful implementation, it will be the responsibility of the Customer to participate in the following steps:

1. Coordination of a conference call to review the SAM application in place with Mutare's Operations team to assure scope of work and integration logistics are understood and agreed upon prior implementation.

2. Review Mutare-provided forms and provide system environment, system contact, and target deployment dates as required.

3. Coordinate with Customer's IT department for VPN clearance for external contractors. Mutare services are performed and configured remotely and require remote access for application installation and support.

4. Confirm Customer has the SIP programming completed on the Customer switch to successfully get the call to the SAM server.

The project plan outlined above summarizes the parties responsible for each aspect of the project plan. Each referenced exhibit contains detailed information regarding the applicable responsibilities.

Project Responsibilities

Mutare Responsibilities:

- Project Management
    - Mutare will provide a single point of contact that will act as the project manager for the SAM project.
    - The Mutare project manager will coordinate and oversee the installation and implementation of the SAM application in the Customer environment.
    - The Mutare project manager will setup the initial kickoff meeting between the Customer and the required Mutare personnel.
    - The Mutare project manager will setup a weekly web meeting that will be used to review the project and confirm progress.

- Remote Access
    - Mutare will require remote access to the SAM application server.
    - Preferred access is VPN with Remote Desktop (RDP) to the server.

- SIP
    - Mutare engineers/installers will ready the SAM server by installing the base platform software and a test application initially for SIP testing.
    - Default TCP port is 5060 for signaling.
    - SIP testing
        - Mutare will have base platform software logging available
        - Mutare will install Wireshark and have a session running to confirm SIP traffic

- Installation
    - Mutare will install the base platform software on the SAM server

- o Licensing will be applied for both the RTU port as well as the SIP ports
- o A test application will be installed for initial testing. This will allow confirmation of SIP connectivity between the customer PBX and the SAM server.
- o Once SIP testing has been completed, Mutare will install and configure the SAM application.

- Configuration
  - o Mutare will configure the SAM application
  - o Configuration will be based on Customer discussions and the types of notifications
    - Email
      - Mutare will configure the Customer provided email account
      - This account will be used to send from
      - Audio file will be attached to the email
      - Optional giSTT will be included in the body of the email
    - SMS
      - Mutare will configure SAM to relay SMS messages through the necessary SMS gateway
    - Lync IM (Skype for Business)
      - Mutare will configure SAM to send messages to Lync for receipt at the user desktop.
      - This will include the giSTT of the message if giSTT option is purchased.

- Testing
  - o Mutare will do initial testing of the application to confirm full functionality of the SAM application before turning over to the Customer for customer acceptance testing
    -
- Training
  - o Mutare will provide up to two (2) separate 1-hour training sessions to the customer administrators. The training will include:
    - Review of the SAM web admin portal
    - Review of the SAM application documentation
    - Basic user setup
    - Reporting
    - Basic troubleshooting

Customer Responsibilities:

- Project Management
  - o Customer will provide a single point of contact that will act as the project manager for the SAM implementation.
  - o The customer project manager will ensure that the necessary individuals are available to complete the necessary switch programming and network/firewall programming.
    - This could include:
      - Telephony SIP programmer
      - Firewall Engineer

- Remote Access
  - o Customer will provide VPN access with Remote Desktop to the server.
  - o If VPN is not allowed due to access policies then web meetings will be required. If web meetings will be utilized, Customer must be able to provide the necessary web access when Mutare requests it.
    - *** Please be aware that web meetings will require a customer contact be available during the entire length of the web meeting.

- ▪ *** This could also mean that the individual that provides access will have their PC tied up during the length of each meeting.

- SIP
  - o Customer is responsible for all programming and configuration work on the customer PBX / Session Manager / SBC to route calls on ring no answer via SIP to the SAM server.
  - o Customer is responsible for any firewall programming that will be required to ensure the SIP calls get to the SAM server. This can include the following ports are open:
    - ▪ Default TCP port is 5060 for signaling.
    - ▪ RTP Ports (customer should know the range of RTP ports that are being used on the customer SBC)
    - ▪ All RTP ports utilized must be opened on any firewalls between the PBX / Session Manager / SBC to the SAM server.
  - o Mutare can assist with troubleshooting but it is the Customer responsibility to get the SIP call to the SAM server successfully.
    - ▪ When troubleshooting, Customer must provide the following:
      - • Web meeting shared screen with the Telephony engineer doing the SIP programming
      - • Provide full traces from the customer PBX / Session Manager / SBC
      - • Make Firewall engineer available to any troubleshooting sessions to monitor the firewall.
  - o Need to make sure that the PBX has the enough SIP Licenses to handle the Traffic to SAM

- Configuration
  - o Email
    - ▪ Customer must provide a valid Email account credentials.
      - • SAM will be logging into this account and sending messages from this account.
  - o Lync IM (Skype for Business)
    - ▪ Customer must provide a Lync/Skype for Business account used for Lync notifications to subscribers.
      - • SAM will be using this account to send IM messages to users.

- Testing
  - o The 30-day test period begins once the SAM application is turned over to the Customer for testing.
    - ▪ If the Customer discovers any bugs or issues during the testing period, they must be reported to Mutare by opening a ticket. To open a ticket, send an email with a full description of the problem to help@mutare.com.
    - ▪ The 30-day test period may be suspended depending on the severity of the issue uncovered.
    - ▪ Should the testing period be suspended, it will re-commence once the bug or issue is resolved.
    - ▪ After Mutare has completed the initial SAM testing to confirm functionality, customer acceptance testing will begin.

- Training
  - o Identify SAM administrators and provide contact information to Mutare PM
  - o Mutare PM will set web meeting admin training sessions
  - o Customer agrees to complete Training within 30 days after Customer Acceptance Testing.
- Project Sign Off
  - o Once Training and Testing has been completed the Customer must provide signoff on the application.