



Exhibit A



ENTERPRISE SUPPORT AGREEMENT

This Enterprise Support Agreement (“SA”) is made between **ShoreTel (“Company”)**, and **City of Santa Rosa (“Customer”)**. The parties agree to enter into this SA, and by doing so agree to the following terms and conditions:

- Attached Appendixes
 - i. Appendix A, “Schedule of Equipment (“Equipment”)”
 - ii. Appendix B, “Customer Locations (“Locations”)”
- Attached
 - i. ShoreTel Enterprise Support Terms & Conditions

II. Length of Support (“Term”)

Contract Number:	RS060817CSR62555			
Effective Start Date	8/13/2017			
Term Length		Maintenance Coverage	Discount	End Date
1 Year Term	<input type="checkbox"/>	\$ 57,070.48		8/12/2018
3 Year Term	<input checked="" type="checkbox"/>	\$ 154,090.30	10%	8/12/2020
5 Year Term	<input checked="" type="checkbox"/>	\$ 242,549.54	15%	8/12/2022
Quote Expires:	8/13/2017			
After this date if not fully executed, ShoreTel requires a re-instatement fee of 20%.				

Payable to Packet Fusion, Inc. PO Box 398055 San Francisco, CA 94139-8055

IN WITNESS WHEREOF, Customer and Company have caused their duly authorized representatives to sign this Support Agreement as of the dates indicated beneath their signatures below.

Accepted:
 City of Santa Rosa
 (Customer)

 (Authorized Signature)
 Name: Ari Piotrkowski
 Title: _____
 Date: _____

Primary Phone System Contact
 Name: _____
 Email: _____
 Phone: _____

Account Payable Information
 Name: _____
 Email: _____
 Phone: _____

P.O.: _____

Appendix A
Schedule of Equipment ("Equipment")

Product	QTY	Product	QTY
Enterprise Support Coverage will include:		TAPI APPLICATION SERVER LICENSE	1
ACTIVE DIRECTORY IMPORT APPLICATION	1	VOICE SWITCH, SG220T1A MADE IN USA	3
CONTACT CENTER AGENT ALERT	17	VOICE SWITCH, SG24A MADE IN USA	12
DIST VOICE SVCS SVR	2	VOICE SWITCH, SG30 MADE IN USA	15
ENTERPRISE CONTACT CENTER 7 BASE 10 PACKAGE	1	VOICE SWITCH, SG50 MADE IN USA	9
KIT, VIRTUAL SHORETEL MOBILITY ROUTER, 10 CLIENTS & SW MEDIA	1	VOICE SWITCH, SG90 MADE IN USA	8
LICENSE BUNDLE, MOBILITY CLIENT ACCESS	31	VOICE SWITCH, SGT1K MADE IN USA	4
LICENSE, ADDITIONAL LANGUAGE	1		
LICENSE, ADDITIONAL SITE	19		
LICENSE, AUDIO CONFERENCING 10 PORTS	5		
LICENSE, CONNECT CC/ECC AGENT ACTIVITY EVENT FEED	2		
LICENSE, CONNECT CC/ECC GROUP ACTIVITY EVENT FEED	2		
LICENSE, CONNECT CC/ECC TAPI APPLICATION SERVER	1		
LICENSE, COURTESY ONSITE	9		
LICENSE, ENTERPRISE CONTACT CENTER 7 INBOUND VOICE	20		
LICENSE, ENTERPRISE CONTACT CENTER 7 IVR	30		
LICENSE, ENTERPRISE CONTACT CENTER 7 SUPERVISOR	7		
LICENSE, EXTENSION & MAILBOX	941		
LICENSE, EXTENSION ONLY	412		
LICENSE, MAILBOX ONLY	110		
LICENSE, MOBILITY CLIENT ACCESS UPGRADE FROM MOBILE ACCESS	21		
LICENSE, OPERATOR ACCESS	9		
LICENSE, PERSONAL ACCESS	244		
LICENSE, PROFESSIONAL ACCESS	52		
LICENSE, SIP DEVICE	52		
LICENSE, SOFTWARE SIP TRUNK	34		
LICENSE, WEB CONFERENCING 10 PORTS	5		
LICENSE, WORKGROUP AGENT ACCESS	72		
LICENSE, WORKGROUP SUPERVISOR ACCESS	4		
SERVICE APPLIANCE 400	1		
		Unless included above, support is excluded for:	
		Network Equipment	
		Servers	
		Carrier Services	

Appendix B
Customer Locations ("Locations")

HQ: 90 Santa Rosa Ave Santa Rosa, CA 95404-4904



ENTERPRISE SUPPORT TERMS & CONDITIONS

THIS DOCUMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH SHORETEL, INC. ("SHORETEL") AGREES TO PROVIDE ITS "ENTERPRISE SUPPORT" SERVICES FOR THE SHORETEL IP VOICE COMMUNICATION SYSTEM.

1.0 Definitions

- 1.1 After-Hours. All hours that are not included in On-Hours.
- 1.2 Business Day. Monday through Friday inclusive, excluding holidays.
- 1.3 Holidays. ShoreTel observes the following calendar days in the United States as holidays; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day and Christmas Day. ShoreTel may designate two additional holidays each year.
- 1.4 On-Hours. Beginning 12:00 am Pacific Time, Sunday and extends through 11:59 pm Pacific Time, Friday on every Business Day.
- 1.5 System. The ShoreTel IP Communication System.
- 1.6 Time of Coverage. Unless otherwise agreed in writing and signed by ShoreTel and Customer, the period of support hours are stated in Exhibit A to these Terms and Conditions – ShoreTel Service Program Data Sheet.
- 1.7 International. Any ShoreTel product installed in a country other than the United States of America is defined as an International Deployment. Unless otherwise agreed to in writing and signed by ShoreTel and Customer, support is only available for ShoreTel products in countries where ShoreTel products are certified for use by ShoreTel. Customer acknowledges that ShoreTel may not nor is obligated under this Agreement to have a local service or sales presence in any particular foreign country. . This extends to but is not limited to service centers, replacement part stocking locations, and training centers.

2.0 Installation

- 2.1 Network Readiness. Customer must complete a network assessment prior to installing the System. Customer agrees and acknowledges that failure to complete a network assessment may result in network quality issues, and that ShoreTel shall bear no liability whatsoever in such event. Support assistance, which in ShoreTel's judgment could have been avoided by an assessment, will be billed at ShoreTel's standard hourly rates.
- 2.2 Installation and Configuration. An installation plan is essential for a successful installation of the ShoreTel System. To ensure a successful installation, assessment and planning support may be purchased at ShoreTel's then current price list. In the event Customer elects to perform a system installation without on-site installation assistance or remote installation assistance from ShoreTel, and supplemental assistance is required from the ShoreTel Technical Assistance Center (TAC), Customer may be charged an hourly rate set forth on ShoreTel's then current price list. In the event that installation assistance requested by the Customer is ultimately determined by ShoreTel to be directly attributable to third party issues, (e.g., telco, network configuration, cabling, DHCP configuration), ShoreTel will charge the Customer an hourly rate, set forth on ShoreTel's then current price list.

3.0 Support

- 3.1 Authorized Contacts. ShoreTel Support provides authorization for specific Customer employees to engage ShoreTel's Technical Assistance Center (TAC). The Authorized Contacts may contact the TAC by logging on to the ShoreTel web site, sending e-mail, or by telephone. The number of specific Authorized Contacts Customer may

designate and Customer's entitlements to TAC services are identified in Exhibit A – ShoreTel Service Program Data Sheet.

3.2 Third Party Product Issues. In the event that product issues assigned to ShoreTel are ultimately defined as third party issues the Customer may be charged an appropriate hourly rate from ShoreTel's then current price list.

3.3 On Line Support. Each specified Authorized Contact, (as defined in section 3.1), shall be provided with a unique user account for the ShoreTel web site. Accessibility to individual areas of the web site is identified in Exhibit A – ShoreTel Service Program Data Sheet.

3.4 Telephone Support and E-Mail Support. Telephone Support and E-mail support is available during On-Hours. Any provisions for After-Hour or Holiday support are outlined in Exhibit A – ShoreTel Service Program Data Sheet. For International Deployments, unless otherwise agreed to in writing and signed by ShoreTel and Customer, services identified in Exhibit A – ShoreTel Service Program Data Sheet, are available during ShoreTel On-Hours (as defined in section 1.4).

3.5 Switch Hardware Support. Switch support includes the support described above in paragraphs 3.3 and 3.4 plus advanced exchange, overnight replacement of failed ShoreTel switch units. Requests for overnight replacement requests must be received by no later than 2:00pm Pacific Time. Entitlement to hardware replacements and replacement hardware delivery commitments are outlined in Exhibit A – ShoreTel Service Program Data Sheet. For International Deployments, unless otherwise agreed to in writing and signed by ShoreTel and Customer, Hardware Maintenance Advanced Exchange Service identified in Exhibit A – ShoreTel Service Program Data Sheet, shall be delivery via reasonable efforts utilizing the most expedient shipping method available at the time the part replacement is requested by Customer.

3.6 IP Telephone Hardware Support. Provided that Customer has purchased IP Telephone Hardware Support, such support shall include the support described in paragraphs 3.3 and 3.4 plus advanced exchange replacement of failed ShoreTel IP telephone units covered under these Terms and Conditions. Replacement delivery is via ground delivery service. Requests for expedited replacement may be made and is subject to ShoreTel's then current expedite fee. Overnight delivery may be requested. Requestor is responsible for all overnight shipping fees and charges. Overnight replacement requests must be received by no later than 2:00pm Pacific Time. Entitlement to hardware replacements and replacement hardware delivery commitments are outlined in Exhibit A – ShoreTel Service Program Data Sheet. For International Deployments, unless otherwise agreed to in writing and signed by ShoreTel and Customer, Hardware Maintenance Advanced Exchange Service identified in Exhibit A – ShoreTel Service Program Data Sheet, shall be delivery via reasonable efforts utilizing the most expedient shipping method available at the time the part replacement is requested by Customer.

3.7 Response Standards. Response standards define the level of support that can be expected by Customer. ShoreTel's commitments surrounding these standards are defined in Exhibit A – ShoreTel Service Program Data Sheet.

3.8 Service Level Agreement. Service Level Agreements may be purchased in addition to Enterprise Support as set forth on ShoreTel's then current price list. If Customer has purchased a Service Level Agreement, the terms thereof are set forth as Exhibit B to these Terms and Conditions and by this reference such Service Level Agreement is



incorporated herein and made part thereof; nothing herein shall relieve Customer of its obligation to pay for such Service Level Agreement.

3.9 On-Site Services. On-site support services are beyond the scope of Enterprise Support, but may be purchased separately as set forth on ShoreTel's then current price list.

4.0 Training

4.1 System Administration and Trainer Training. ShoreTel will provide web-based System Administrator training during the term hereof in accordance with ShoreTel's then-current enterprise service program. Attendees shall be a) individuals identified as Authorized Contacts set forth in Section 3.1 hereof and b) the Customers Help Desk employees who are typically System Administrators and/or trainers.

4.2 End User Training. ShoreTel will provide web-based end-user training during the term hereof in accordance with ShoreTel's then-current enterprise service program. Attendees shall be a) individuals identified as Authorized Contacts set forth in Section 3.1 hereof and b) end users, key operators, and others as specified by the Customer.

4.3 Other Training. Other training courses may be purchased as set forth on ShoreTel's then current price list.

5.0 Software and Hardware

5.1 Software Updates and New Releases. Customers will receive new software releases and applicable software maintenance updates during the term of the agreement as defined in Exhibit A – ShoreTel Service Program Data Sheet. Installation of such software releases and updates is not included as part of Enterprise Support, but can be purchased separately from ShoreTel. Software support does not entitle the Customer to new software that is designed to add additional applications or to provide functions that were not included in the software originally licensed. Such new software may be licensed separately from ShoreTel.

5.2 Hardware Updates. In the event ShoreTel deems it necessary to issue critical Engineering Change Orders, ("ECO's"), Customers will receive a replacement ShoreTel switch with those ECO's installed during the term of the agreement. The installation of replacement ShoreTel switches is not included as part of Enterprise Support, but can be purchased separately from ShoreTel.

5.3 No Installation or Delay. The Customer may elect to not install or to delay the installation of ShoreTel system software or switch updates. If the Customer elects not to install two successive updates of either hardware or software, Customer will be subject to an update charge or may incur additional charges for support due to the additional costs associated with supporting older versions of the product.

6.0 Customer Responsibilities

6.1 Help Desk. Customer shall establish their Help Desk as the support interface with ShoreTel. Employees who bypass the Help Desk will be referred back to the Customer's Help Desk by ShoreTel's TAC staff.

6.2 Authorized Contacts. Customer shall designate specific ShoreTel Authorized Contacts within their Help Desk. Prior to contacting the ShoreTel TAC for system assistance, each authorized contact will receive initial ShoreTel product training and updated training as specified in Section 4.1. Customer shall maintain the responsibility of notifying ShoreTel Contract Administration via fax, mail, or email in the event changes to the Customer's previously designated Authorized Contacts are required.

6.3 On Site Contacts. In situations in which the Customer has multiple locations, Customer shall provide at least one individual per location to work with ShoreTel personnel to resolve cases if initial efforts to resolve the incident with the Customer's Help Desk are unsuccessful. These

contacts can be system administrators and/or trainers that have received training per Section 4.1.

6.4 Latest Release. Customer shall maintain all ShoreTel hardware and software within two versions of current release level including switches held as replacement parts. Installation of new software and hardware is the Customer's responsibility and will be installed in accordance with ShoreTel's specifications. Installation support for subsequent hardware and software purchases and/or releases may be purchased separately from ShoreTel.

6.5 Access. ShoreTel reserves the right to remotely access Customer's system to a) review the final installation for quality assurance purposes, b) provide remote installation support, and/or c) for system auditing and license compliance reviews. Customer may elect to provide this access to the ShoreTel IP Voice Communication System server as well as any remote control software on the server as specified by ShoreTel; provided, however, that if Customer does not elect to provide remote access, ShoreTel shall charge Customer fees for on-site access in accordance with ShoreTel's then current price list.

6.6 Maintenance of Systems. Customer shall maintain the Switch room cable plant, ShoreTel server, including software updates, client PC's, LAN/WAN equipment, telephone sets, and all other third party products or applications.

7.0 Term and Termination.

7.1 Term. The initial term of Enterprise Support will commence on the date product is first shipped to Customer and will have a term of:

1 Year 3 Years 5 Years

7.2 Renewal. At the end of the initial term, Enterprise Support will renew for a term specified by the customer at the time of renewal. Renewal price is based on product list price at the time of purchase (plus any incremental assets purchased during the term) and at ShoreTel's then current list price for Enterprise Support.

7.3 No Early Termination. Enterprise Support may not be terminated or cancelled prior to the end of the then current term.

8.0 Pricing and Payment Terms

8.1 Price. Unless otherwise agreed by ShoreTel and Customer in writing, pricing for the Enterprise Support plan is as set forth on ShoreTel's then current price list.

8.2 Add-On Purchases. Support for all add-on purchases will be billed at the time of shipment, pro-rated for the remaining term, and at the rate on ShoreTel's then current price list for Enterprise Support. All applicable taxes, if any, will be billed at the time Support Charges are invoiced.

8.3 Payments. Terms are net thirty (30) days. Accounts thirty (30) days past due will be subject to a monthly charge at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum legal rate permitted under the applicable law. Payment for the entire term of the agreement is due prior to the beginning of the term for which services are to be performed for all renewals.

9.0 Limited Warranty. ShoreTel shall use its reasonable, best efforts to provide the support services defined in this Agreement and warrants that such services shall be performed in a professional manner. ShoreTel will make available a list of supported hardware platforms, operating systems, database versions, and other third party software products for both the server software and client software and this warranty covers only the configurations set forth in the list. This warranty is contingent upon Customer's adherence to these supported configurations and following the proper installation and support practices and procedures in which the System was intended. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, SHORETEL



MAKES NO WARRANTIES OR CONDITIONS ON THE PRODUCTS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SHORETEL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

10.0 Unauthorized Equipment. It is ShoreTel's policy to not extend support or provide software for any ShoreTel equipment purchased from an unauthorized third party.

11.0 Limitation of Liability. IN NO EVENT SHALL SHORETEL'S LIABILITY UNDER, ARISING OUT OF OR RELATING TO ITS ENTERPRISE SUPPORT PLAN OR THIS AGREEMENT EXCEED THE AMOUNT PAID TO SHORETEL BY CUSTOMER FOR THE SERVICES GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL SHORETEL BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE, UNAUTHORIZED CALLS THAT MAY BE MADE USING THE SYSTEM AND CHARGED TO THE CUSTOMER, ANY TELEPHONE TOLL FRAUD, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. THE PARTIES ACKNOWLEDGE THAT THE SUPPORT CHARGES WERE

DETERMINED BASED UPON THE FOREGOING LIMITATION OF LIABILITY.

12.0 Miscellaneous

12.1 Governing Law. The laws of the United States and the State of California, without reference to conflict of law principles govern these Terms and Conditions. Any dispute between the Customer and ShoreTel regarding these Terms and Conditions will be subject to the exclusive venue of the state and federal courts in the State of California.

12.2 Entire Agreement; Severability. These Terms and Conditions are the entire agreement between Customer and ShoreTel with respect to support services provided by ShoreTel and supersede any other verbal or written communications or advertising. If any provision of these Terms and Conditions is held invalid, the remainder of these Terms and Conditions will continue in full force and effect.

12.3 Force Majeure. ShoreTel is not liable for any failure or delay in performance due to any cause beyond its control. In any event, if ShoreTel's ability to deliver services is impaired by Customer or circumstances beyond ShoreTel's control, ShoreTel may terminate support, in which event, Customer will receive a refund for any unused portion of the service term for which it had paid.

Print Customer Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Partner Company Name: _____

SHORETEL, INC.

By: _____

Name: _____

Title: _____

Date: _____

all pages

ShoreTel



Enterprise Service Program Data Sheet

Feature	Enterprise Program Provides
Technical Assistance Center (TAC)	
▪ Hours of Service	7 x 24
▪ After Hours	1 hour response
▪ Authorized Contacts	Up to Four Contacts may be designated
Web Access	
▪ Access the Web Center	Yes
▪ Case Management	Yes
▪ Knowledgebase	Yes
QuickStart Education Services	
Web-based End-user Training	Yes
◇ Number of Students	Unlimited
Web-based System Administrator Training	Yes (3205sp)
◇ Number of Students	8
Software Subscription Services	
▪ Software Updates	Yes
▪ Published Patches and Fixes	Yes
Switch Hardware Maintenance Services	
▪ Extended Warranty	Yes
▪ Advanced Exchange	Yes
▪ Delivery Method	Next Business Day Delivery
IP Telephone Hardware Maintenance Services	
▪ Extended Warranty	Yes
▪ Advanced Exchange	Yes
▪ Delivery Method ^{1,2}	Ground Delivery

¹ Additional fee applicable for expedites handling
² Requestor responsible for shipping charges for shipping method other than ground





Authorized Contacts

The following contacts are service/support contacts and are your internal support team. They will receive a unique login and password to the ShoreTel Web Center and will have access to the ShoreTel Technical Assistance Center (TAC).

Company Name And Mailing Address:	Company:
	Address:
	Address:
	City, State Zip:
	Main Phone #:
	Main Fax #:
Authorized Contact #1:	
Name:	
Title:	
Phone Number:	
Fax Number:	
Email Address:	
Authorized Contact #2:	
Name:	
Title:	
Phone Number:	
Fax Number:	
Email Address:	
Authorized Contact #3:	
Name:	
Title:	
Phone Number:	
Fax Number:	
Email Address:	
Authorized Contact #4:	
Name:	
Title:	
Phone Number:	
Fax Number:	
Email Address:	