

**ATTACHMENT A  
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS**

**CONVERGYS**

**CONVERGYS LICENSE, WARRANTY AND SUPPORT TERMS**

---

1. **RCA Services.** For the period covered for the RCA Services and subject to the terms and conditions of this Attachment A, Contractor through Convergys shall provide Ordering Activity the RCA Services set out in this Attachment A. RCA offers different levels of maintenance based on customer requirements. Ordering Activity acknowledges that currently Convergys offers its Ordering Activity a choice of three levels of support plans: Basic, Preferred and Premier. Ordering Activity understands that should it elect the Basic plan, no on-site labor required to deliver satisfactory RCA services is included in the Basic plan. Support services are offered from 8:30 a.m. to 5:30 p.m., local time at the place of installation of the System(s), Monday through Friday, excluding Convergys holidays; to support 24 hours per day 7 days per week, 365 days per year, fees are based on the level of maintenance selected by Ordering Activity. The current recognized holidays for Convergys are New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving, Day after Thanksgiving, and Christmas Day.

The RCA Services plan chosen and the related period of service (the "Period of Service") will be specified on the appropriate purchase order. Remedies may consist of temporary procedures to be followed by Ordering Activity while a permanent remedy is being sought. Remedial maintenance will commence upon notice to Contractor through Convergys that any System covered by this Attachment A is not in good working order and will continue during the Period of Service until the System is restored to good working order.

2. **Remedial Maintenance.** Remedial maintenance service included as part of the RCA Services is provided under the terms of this Attachment A as well as the Exhibit 1 to this Attachment A.
  - a. Diagnosis and Correction. Contractor through Convergys will provide diagnosis and correction of System malfunctions and failures to ensure that the System and/or Software are in conformance with the Documentation.
  - b. Labor and Parts. Except as otherwise provided herein, Contractor through Convergys will provide at its own expense all labor and parts which, in the opinion of Convergys service personnel, are necessary for providing the remedial maintenance services required by this Attachment A. Only new or refurbished parts that are equivalent to new in performance will be used under this Attachment A. All parts and products removed for replacement by Convergys or Ordering Activity shall become the property of Convergys, and in the event any part or product is removed by any person not under the control of Convergys, such part or product shall be immediately returned to Convergys by Ordering Activity.
  - c. Modification of Equipment. In order to facilitate the remedial maintenance services, Contractor through Convergys may, at its discretion, make or cause to be made, modifications to any Systems covered by this Attachment A. Ordering Activity shall provide access during the Period of Service to the Systems to be modified upon notification from Convergys that a modification is to be made.
  - d. Additional Systems. Any Convergys System(s), System upgrades and/or expansions, acquired by Ordering Activity may be included in the System(s) covered under this Attachment A upon written approval by Contractor through Convergys and Ordering Activity and, if so included, shall be subject to the then prevailing GSA service charges and to all terms and conditions of this Attachment A.
3. **STANDARD SOFTWARE UPGRADES AND UPDATES.** Ordering Activity understands that not all levels of RCA offered by Contractor through Convergys contain the right to obtain standard software upgrades, updates and patches and if Ordering Activity purchases those levels of RCA, this Section shall not apply. So long as the level of RCA maintenance services

purchased by Ordering Activity, includes standard software upgrades and updates, the terms of this Section shall apply. Updates and upgrades to Software provided by Convergy's will be provided as follows:

- a. Standard Software Upgrades. Ordering Activity is entitled to receive a license to all standard software upgrades and updates released and marketed by Contractor through Convergy's (the "Software Upgrade Services") for: (a) InterSoft, InVision and Windows NT, Windows 2000, and Windows 2003, operating system software (collectively, "Standard Software Upgrades") licensed by Ordering Activity for the System(s); and (b) any Feature or Interface (as such terms are defined below) licensed by Ordering Activity for use with the System(s) (collectively, "Feature and Interface Upgrades"). The Windows NT, Windows 2000, and Windows 2003 software (and any future Microsoft operating system included in Software Upgrade Services) is referred to herein collectively as the "Microsoft OS") terms of this Section are applicable where such Microsoft OS is supplied to Ordering Activity by Convergy's.
- b. Features and Interfaces. The term a "Feature" means any feature which provides or enables, voice recognition functionality, text to speech functionality, fax functionality, data connect functionality or system management functionality; and the term "Interface" means any CTI interface, database interface, host interface, or telephony interface. Contractor through Convergy's may from time to time offer new or different features and/or interfaces, and all such features and Interfaces shall be deemed "Features" and "Interfaces" for purposes of this Attachment A.
- c. Decision to Market. Contractor through Convergy's reserves the right to determine, in its sole discretion, whether to market any upgrade or update to the Windows OS made available by Microsoft, or any Feature or Interface made available by the third party supplier of such Feature or Interface. All Standard Software Upgrades and/or Feature and/or Interface Upgrades, will be provided pursuant to this Attachment A.
- d. Requests for Standard Software Upgrades. Any time Contractor requests Contractor through Convergy's to provide a Standard Software Upgrade, Convergy's may, in its sole discretion, (a) replace a Feature or Interface on the System(s) with a reasonably equivalent Feature or Interface at Convergy's sole expense; or (b) if Convergy's determines, in its sole discretion, that a Standard Software Upgrade is not compatible with one or more of Ordering Activity's existing Features and/or Interfaces for the System, Convergy's may elect not to deliver the requested Standard Software Upgrade. If Convergy's elects not to deliver a Standard Software Upgrade requested by Ordering Activity for a System, Contractor shall refund to Ordering Activity the pro rata amount of the RealCare Advantage Fees related to Software Upgrade Services paid by Ordering Activity for the System, for the period beginning on the last to occur of (i) the commencement date of the original warranty for the System; (ii) the date, if any, that Convergy's has most recently delivered a Standard Software Upgrade for the System; or (iii) the date three years prior to the date Ordering Activity requests the Standard Software Upgrade which Convergy's elects not to deliver. Ordering Activity will have no obligation to make any further payments of RCA Fees for a System after the date that Convergy's elects not to deliver a Standard Software Upgrade for such System requested by Ordering Activity. Remedial maintenance for such System will continue to be provided for the remainder of the then current term.
- e. Exclusions. Standard Software Upgrades are only available for Systems using a Windows NT, Windows 2000, or Windows 2003 operating systems. If Contractor through Convergy's ceases to provide Standard Software Upgrades for either of such operating systems and elects to include other operating systems hereunder in lieu thereof and Ordering Activity elects to license such other operating systems, then Convergy's shall offer Standard Software Upgrades to Ordering Activity for such operating systems. The Standard Software Upgrades expressly exclude Microsoft Speech Server products and the related Microsoft Operating System as well as any and all custom software and software customizations developed pursuant to Ordering Activity specifications or requirements, including, without limitation, all custom or customized: applications, call-flows, interfaces (database, CTI, host or telephony), features, macros and DLLs. The Standard Software Upgrades expressly exclude any and all installation services, software or interface modification services, services related to integrating the Standard Software Upgrades or Feature or Interface Upgrades with other hardware or software and any other services required to implement such Upgrades. The Standard Software Upgrades also expressly exclude any computer or hardware modifications, additions or upgrades required to implement any Standard Software Upgrade and/or Interface or Feature Upgrade. Ordering Activity may separately purchase any such installation services, integration services, software customization services, and/or hardware upgrades. The Standard Software Upgrades also expressly exclude any Features, Interfaces, functions or applications, and upgrades or updates thereto, which are not separately purchased or licensed for the System(s) by Ordering Activity.

4. Responsibilities of Ordering Activity. Contractor through Convergys service personnel shall specify the time required for performing RCA Services, and Ordering Activity shall provide Convergys access to the System(s) during such specified time. Ordering Activity shall, at no charge to Convergys, provide Convergys access to and use of any equipment and peripheral devices in support thereof which, in the opinion of Convergys service personnel, are reasonably necessary to enable the performance of the remedial maintenance services described above. Ordering Activity must provide Convergys suitable remote access through high speed connections that will allow Convergys designated personnel to effectively maintain the System(s) in accordance with this Attachment A. Provided Ordering Activity is current under RCA Services for Ordering Activity's existing Systems, if Ordering Activity has a remote connection (such as a modem) already in place which allows RCA Services support, Convergys shall continue providing support for such Systems using the existing connection method until Ordering Activity either discontinues RCA or there is a change made to the System which requires a change in the connection method. For new Systems acquired by Ordering Activity after the effective date of the purchase order, Ordering Activity understands that Ordering Activity's failure to provide such connection will hinder or restrict Convergys's ability to provide support for such System(s). Ordering Activity shall be responsible for the procurement, installation and maintenance of all non-Convergys communications media, including but not limited to, telephone equipment used for the remote transmission of data and computer access. Expenses for such communications media used in connection with the performance of the maintenance services provided under this Attachment A shall be borne by Ordering Activity. Ordering Activity shall maintain diagnostic media supplied by Convergys and be responsible for providing diagnostic support of maintenance to the System(s) in accordance with the procedures and instructions provided to Ordering Activity by Convergys. Ordering Activity shall not perform, or attempt to perform or cause to be performed, any other maintenance or repair to the Systems during the term of this Attachment A unless specifically requested by Convergys. Ordering Activity shall, at Convergys' request, record such operating information and maintain such usage records as may be specified by Convergys.

Conditions of Service. Contractor through Convergys' obligation to provide the RCA Services hereunder for the applicable Charges does not cover maintenance services, repair or replacement caused by: (i) failure to provide a suitable environment prescribed by Convergys; (ii) neglect, accident, disaster (including water, wind and lightening), transportation or vandalism; (iii) alterations, applications, additions or modifications to or for the System(s) and Software which are not provided by Convergys; (iv) host computers, networks, telephone switches and other applications, attachments, machines, software or accessories, and modifications or additions thereto, not provided by Convergys; (v) failure to use and operate the System(s) in accordance with the functional specifications and published operating guidelines delivered to Ordering Activity (such as any site preparation guidelines and user manuals) pursuant to which the System(s) was installed and accepted; (vi) requests for remedial maintenance outside of the Period of Service; or (vii) maintenance or repair not performed or requested by Convergys. Ordering Activity acknowledges that Convergys has not made any representation or warranty (regarding the maintenance services which are the subject of this Addendum) that is not expressly set forth herein. EXCEPT AS SET FORTH HEREIN, CONTRACTOR DISCLAIMS ANY WARRANTY WITH RESPECT TO THE MERCHANTABILITY, DESIGN, CONDITION, DURABILITY, PERFORMANCE, QUALITY, CAPACITY OR FITNESS FOR A PARTICULAR PURPOSE OF SAID SERVICES OR PARTS AND PRODUCTS PROVIDED PURSUANT TO SUCH SERVICES.

#### **Exhibit 1 to Addendum for RealCare Advantage Services**

##### **Remedial Maintenance**

For questions, problems, or Outages in relation to the operation or performance of Ordering Activity's Convergys System(s), please call 800-955-4688. This number provides Ordering Activity with quick access to comprehensive technical support. The following section details how Ordering Activity's call to RealCare is handled.

Ordering Activity's initial call will be forwarded directly to a Support Desk Analyst. The Support Desk Analyst will ask Ordering Activity for the Convergys System(s) number, which should be found on a sticker affixed to Ordering Activity System(s), and a modem number for remote access to Ordering Activity's System(s).

The Support Desk Analyst will discuss the Outage, problem, or question with Ordering Activity. Upon mutual agreement of both parties, the Support Desk Analyst will assign the appropriate Severity Level classification, as provided below. The Support Desk Analyst will provide Ordering Activity with an Outage/ problem ticket number that will be used to track and reference the Outage, problem, or question throughout its resolution process. In event the parties can not mutually agree on the Severity Level classification, the final decision shall be Convergys'.

The Support Desk Analyst will also reference Ordering Activity's Convergys Systems(s) number in Convergys's RealCare Ordering Activity database to determine whether Ordering Activity is entitled to RealCare technical support.

The Support Desk Analyst will then determine a priority for Ordering Activity call based on the Severity Level classification of the Outage, problem, or question and the type of service coverage Ordering Activity has in place with Convergys. Ordering Activity system(s) covered under Warranty or by a RCA Addendum receive first priority.

##### **RealCare Advantage Service**

RealCare Advantage Service entitles Ordering Activity to toll-free telephone support, technical assistance, remote troubleshooting, and if required, on-site hardware repair services. This RCA Addendum also entitles Ordering Activity to applicable software patch releases and workarounds that are required to address reported problems based on the level of maintenance selected. Parts charges are covered per RCA Addendum.

#### RealCare Severity Classifications

The following Severity classifications will be used to categorize Outages reported by Ordering Activity:

##### Severity 1 - Business Critical Outage

An Outage that results in a critical System(s) failure, which severely impairs and/or disrupts one or more critical functions or features of the System(s), including the System's ability to accept and process calls, as outlined in the System's functional specifications. For example, the System experiences an Outage that disables more than 50% of the System's total available ports.

##### Severity 2 - Operational Outage

An Outage that negatively impacts one or more critical features or functions of the System, but for which a temporary workaround can be implemented while a more permanent solution is being implemented. For example, the Outage only impacts 25% of the System(s) total available ports.

##### Severity 3 - Discretionary Problem

A problem that has minimal impact on the System and does not impair the performance and functionality of the System. Necessary System features, functionality and available ports are still in operation.

##### Severity 4 - Information Request

Call regarding operational questions and general technical inquiries. There is no impact to the System's feature and functionality.

#### Response and Escalation

Contractor through Convergys employs various guidelines to resolve Ordering Activity's System Outages. If under Warranty or a RCA Plan, Convergys shall provide an initial response to the reported Outages, problems, or questions within the Targeted Response Times listed below. Convergys will respond to and address the reported Outage, problem, or question by one or more means at Convergys's discretion. These means may include, but are not limited to, telephone calls of all types, priority electronic mail messages, electronic pager notifications, and on-site presence. In this case, "on site presence" may include either Convergys personnel or authorized representatives reporting in person to Ordering Activity premises or Convergys staff interacting in a direct, electronic fashion with Ordering Activity's installed Convergys equipment via computer terminal or personal computer, over common carrier circuits.

TARGET RESPONSE BY SEVERITY:	UNDER BASIC PLAN	UNDER PREFERRED PLAN	UNDER PREMIER PLAN
Sev 1 – Business Critical	1 hr	30 min*	15 min*
Sev 2 – Operational Outage	4 hr	1 hr	30 min*
Sev 3 – Discretionary	24 hrs	24 hrs	24 hrs
Sev 4 – Information	Scheduled	Scheduled	Scheduled

\* After hours – within 1 hour

After the cause of a reported Outage, problem, or question has been diagnosed and isolated via either remote or on-site means, Contractor through Convergys shall use commercially reasonable efforts to correct and resolve the reported Outage, problem or question.

