



VCP Customer: Yes
 VCP ID #: 0009999991
 Master Sales Agreement #: C12029-PS

Date: 3/29/2023
 Page #: 1 of 2
 Documents #: OP-000737471
 SO-000830848
 Solution Name: Microsoft Teams Voice with
 Direct Routing Configuration
 - Telephone Sets and ATAs
 Customer: Town of Apex

Solution Summary

Microsoft Teams Voice with Direct Routing Configuration - Telephone Sets and ATAs

Customer: Town of Apex	Primary Contact: Erika Sacco
Ship To Address: 73 HUNTER ST APEX, NC 27502	Email: erika.sacco@apexnc.org
Bill To Address: 105 UPCHURCH ST APEX, NC 27502	Phone: (919) 249-3312
Customer ID: TOWAPE0001	National Account Manager: Carrie Tish
Customer PO:	Email: CTish@convergeone.com
	Phone: +16517966702

Solution Summary	Billing Frequency	Due	Total Project
Hardware	One-Time	\$16,143.00	\$16,143.00
Maintenance			
AUDIOCODES Maintenance	Prepaid	\$2,256.00	\$2,256.00
Project Subtotal			\$18,399.00
Estimated Tax			NOT INCLUDED
Estimated Freight			NOT INCLUDED
Project Total			\$18,399.00

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/>. If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect. Due to rapidly changing prices in the market for third party Products and/or Services, after the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

ACCEPTED BY:

BUYER: _____

DATE: _____

SELLER:  _____

DATE: 04/11/2023

TITLE: _____

TITLE: Regional Vice President

Master Agreement Rider

#	Item Number	Description	Term In Months	Qty	Unit Price	Extended Price
Teams C400 HD Series IP Phones						
1	EXPANSION_UNIT	450HD and C450HD SFB Expansion Unit with		2	\$209.00	\$418.00
2	TEAMS-C450HD-DBW-TAA	TEAMS-C450HD-DBW-TAA - Teams C450HD TAA IP-Phone PoE GbE black with integrated BT and Dual Band Wi-Fi		10	\$410.00	\$4,100.00
3	TEAMS-C450HD-DBW	Teams C450HD IP-Phn PoE GbE blk w/int BT		10	\$410.00	\$4,100.00
4	TEAMS-C470HD-DBW	Teams C470HD IP-Phn PoE GbE blk w/int BT		10	\$420.00	\$4,200.00
Teams C400 HD Series IP Phones Subtotal:						\$12,818.00
Analog VoIP Gateways						
5	MP114/4S/SIP/CER	MediaPack Series MP-114 Analog VoIP GWY		2	\$350.00	\$700.00
6	ACTS24X7-MP11X_S2/YR	Support Contract ACTS 24x7		6	\$60.00	\$360.00
7	AHR-MP11X_S2/YR	Advanced Hardware Replacement (AHR) Serv		6	\$16.00	\$96.00
8	MP124/16S/AC/SIP	MP124/16S/AC/SIP 16 FXS ONLY		1	\$1,150.00	\$1,150.00
9	ACTS24X7-MP11X_S4/YR	Support Contract ACTS 24x7		3	\$240.00	\$720.00
10	AHR-MP11X_S4/YR	Advanced Hardware Replacement (AHR) Serv		3	\$60.00	\$180.00
11	MP124/24S/AC/SIP	MP124, 24FXS PORTS - SIP AC POWERED		1	\$1,475.00	\$1,475.00
12	ACTS24X7-MP11X_S4/YR	Support Contract ACTS 24x7		3	\$240.00	\$720.00
13	AHR-MP11X_S4/YR	Advanced Hardware Replacement (AHR) Serv		3	\$60.00	\$180.00
Analog VoIP Gateways Subtotal:						\$5,581.00
Total:						\$18,399.00

AudioCodes Customer Technical Support (“ACTS”) Policy

1 OVERVIEW

AudioCodes is committed to providing customers and partners with the most comprehensive and qualified Customer Support. Whether you have recently deployed a new AudioCodes solution or require ongoing support for AudioCodes system-level solutions, our Global Customer Support team delivers customer-oriented technical support coverage that ensures you get the most out of the AudioCodes product you have purchased.

The intent of this document is to set forth the terms and conditions that shall be enforced for the sales of AudioCodes Technical Support packages acquired by entities, such as individual enterprises, AudioCodes Value Added Resellers, System Integrators and Master Distributors (“Customer”). This shall not be construed to have changed any of the terms and conditions of purchase that have been previously agreed between the parties.

Services described in this document are delivered for the life of the agreement (one or more years) and the agreement is renewable annually. Details are provided below.

To receive technical support as provided by AudioCodes Global Services and described in the AudioCodes Technical Support section below, you must: (i) provide the serial number and/or other identifying entitlement information (such as contract number) and (ii) have complied with the related payment terms for the ordered support.

These Technical Support Policies are subject to change at AudioCodes discretion; however, AudioCodes policy changes will not result in a material reduction in the level of the services provided during the support period (defined below) for which fees for technical support have been paid.

2 SUPPORT TERMS

Technical Support Fees

Technical support fees are due and payable annually in advance of the support period, unless otherwise stated in the relevant order. Technical support is effective upon the date of delivery of the hardware/software, when it is installed and fully functional. AudioCodes technical support terms, including pricing, reflect typically a 12-month support period, but longer periods are available (known as the “support period”).

Once placed, your order for technical support services is non-cancelable and the sums paid non-refundable. AudioCodes is not obligated to provide technical support beyond the end of the support period. AudioCodes does not offer Time and Materials or Per Incident Support.

Matching Service Levels

Support is normally not transferrable from one unit to another unit (except in the case of AudioCodes Spares Replacement Services). When acquiring technical support, all hardware components and/or accessories plugged into the existing system as well as any add-on or upgrade software loaded on the hardware must have the same level of support purchased as the original hardware itself. In addition, ACTS support is a prerequisite for most add-on services.

Reinstatement of AudioCodes Technical Support and Related Services:

1. If technical support was not originally purchased with your equipment when it was ordered, the prorated annual rate will be assessed, based on the current price list, for the period that the equipment was not covered. This reinstatement cost is limited to a maximum period of 18 months.
2. If technical support or related add-on services have lapsed from a previous expiration date, the prorated annual rate will be assessed, based on the current price list, for the period that the equipment was not covered. This reinstatement cost is limited to a maximum period of 18 months.
3. If any AudioCodes annuity services were not purchased in the first place or have lapsed since the original factory product warranty for more than 180 days, a signed declaration of conformity may be required as to the good working condition of the equipment and allowing inspection of such equipment by or on behalf of AudioCodes, before coverage can be added.
4. New hardware replacement contracts (AHR and MGSP) are subject to a qualification period to properly stock before replacement services can be provided under the newly purchased technical support coverage. Details are provided in section 4.
5. Non-Covered equipment may not be eligible for support if one or more of the following conditions exist:
 - The hardware was sold more than seven (7) years ago
 - The hardware is considered EOL with no replacement options
 - The hardware has not had support coverage in 3 years or more
6. A qualification period of 30 days from the ACTS purchase is required to be eligible to request Repair and Return service under the newly purchased coverage.

Product Lifecycle Support:

Contracted services for software support shall be provided only with respect to the latest available major version release (N) and the previous (N-1) major version release of the product software. Notwithstanding the above, each and every major software version will be supported for at least two years from its date of release.

1. In the event that AudioCodes declares that the software of a particular product is no longer being developed, AudioCodes will support only the last applicable major version release for that product.
2. In the event that AudioCodes declares that a particular product has reached its end-of-life and is no longer being sold by AudioCodes, AudioCodes will support the last applicable major version release for that product for two years from the effective date of such an announcement.
3. In the cases of 2) and 3) above, such software support is limited to workarounds and material bug fixes only.
4. It may become necessary as a part of AudioCodes product lifecycle to announce an End of Service Life date for certain products. AudioCodes will use commercially reasonable efforts to provide six (6) months advance notice of EOL for a specific product.
5. Hardware repair/replacement services for discontinued products will be provided for 3 years from product EOL notifications, provided that out of warranty repair services are purchased by the buyer. Software bug fixes are limited to 2 years after product EOL notification.

3 AUDIOCODES TECHNICAL SUPPORT LEVELS AND PRIORITY DEFINITIONS

AudioCodes Customer Technical Support Program (ACTS)

AudioCodes Customer Technical Support customers will be entitled to full access to the AudioCodes software updates and patches for the products included in the purchased agreement.

All ACTS Programs include:

- 24x7 online (incident) ticketing in AudioCodes Services Portal
- Free access to software patches and Maintenance Releases for AudioCodes products. Does not include updates for Windows Operating Systems (e.g., on SBA or other appliances) or other third-party software
- Free access to major software version releases for AudioCodes products. Does not include upgrades for Windows Operating Systems (e.g., on SBA or other appliances) or other third-party software
- Repair and Return Service

The ACTS 9x5 Program includes:

- Level 2-4 remote technical support for a 12-month period for deployed products. Available during normal business days and hours, Monday-Friday, 8:00 AM – 5:00 PM (Customer local time, Holidays excluded).

The ACTS 24x7 Program includes:

- Level 2-4 remote technical support for a 12-month period for deployed products. Available 24x7 (24 hours a day, 7 days a week) for incidents of Urgent Priority Level and Monday-Friday, 8:00 AM – 5:00 PM (Customer local time, Holidays excluded), for all other incident priority levels.

Note: The above Software Support Services are applicable only to installed and fully functional products. The ACTS Program may be subject to a maximum extension/renewal period. Support for installation, configuration and provisioning related activities are available from AudioCodes and can be purchased separately.

Support Responsibilities

Customer - Level 1 (Operational Support)

- Perform installation, configuration and provisioning-related activities (support from AudioCodes for such activities is available and can be purchased separately)
- Make best effort to solve the problem
- For problems that cannot be resolved, initiate support tickets for service using AudioCodes Services Portal ticketing system and assist in collection of all required relevant data, logs, traces and files for the ticket. If necessary, perform hardware replacement
- Perform on-site support activities when necessary.
- If necessary, perform hardware replacement and send RMA requests to AudioCodes for defective equipment (per AudioCodes prevailing RMA procedure – for more details see Repair and Return Service below).
- Distribute and implement software patches, fixes, updates and major releases only for contracted equipment (i.e., equipment that is covered by contracted services)
- Back up configurations and certificates on a regular basis and provide them to AudioCodes personnel, in order to restore the device

AudioCodes - Level 2-3 (Product Support)

- Handle ticket and resolve remotely product-related problem that cannot be resolved by Customer (excluding installation, configuration and provisioning related activities; support from AudioCodes for such activities is available and can be purchased separately)
- Perform analysis of logs, traces and processor dumps
- Provide status updates to Customer. Follow up on status until ticket is closed

Level 4 (Engineering Support)

- Develop, test and release software and firmware corrections
- Provide permanent solution

Support Ticket Handling

Priority Levels

The priority level given to a support ticket is based on the information provided by the customer in the field Priority Level (Service Impact) and is defined as follows:

Urgent

- System is down or service is unavailable or severely degraded
- Safety issue
- No work around exists

High

- Service affected
- Ability to administer the product is lost
- No work around exists

Medium

- Ability to administer the product is affected and work around exists

Low

- Not affecting service or performance
- General questions, information documentation or firmware request

Repair and Return Service

AudioCodes provides Repair and Return service relating to hardware (see notes below) of properly used Contracted Equipment for the contract period of this ACTS Program so that they conform to the hardware specifications. The typical repair turn-around time is 10 business days (max 30 calendar days). Replacement parts/Products may be reconditioned or previously repaired parts/Products.

The repair warranty is for the contract period of this ACTS Program or 90 days from the date of shipment of the repaired product, whichever date is later. The detailed and applicable RMA procedure and terms are available on AudioCodes' website

[\(RMA-Procedure-and-Terms\)](#).

It is the customer's responsibility to ship the defective unit back to AudioCodes and AudioCodes' responsibility to return the repaired unit back to the customer. Shipment terms are DAP (Incoterms 2010) to AUDIOCODES WAREHOUSE according to the local office instructions using a traceable carrier.

Notes:

1. The Repair and Return service assumes an annual ACTS contract in advance. To the extent the ACTS Program does not immediately follow the expiry of the original factory hardware warranty or other hardware maintenance service, support service must be ordered for the period that the equipment was not covered (see Reinstatement Conditions above).

4 ADDITIONAL SUPPORT SERVICES AVAILABLE FOR PURCHASE

Spares Replacement Services (Optional)

1. Managed Spares (MGSP)

This managed service includes dispatch of a local in-country technician who will deliver and replace defective AudioCodes hardware with a Field Replacement Unit (FRU) at your site if a fault occurs, as well as return the defective unit to AudioCodes for repair. This service does not include AudioCodes IP-Phone products.

AudioCodes offers on-site Managed Spares hardware replacement service on a global basis, subject to approval of the Customer site address prior to quoting this service (send SLA verification requests to mgsp-sla-check@audiocodes.com, stating the complete postal address for each site where the hardware is to be installed).

The MGSP service is an add-on service to the ACTS program. Following AudioCodes Customer Service diagnosis of a reported ticket, AudioCodes shall assign and dispatch a local in-country field technician, who will arrive at the site with an FRU to the Customer site and will replace it. The field technician will remove the replaced unit.

Spares are stocked in a local in-country warehouse to ensure delivery within the purchased SLA (i.e. 4-hour delivery or Next Business Day (NBD) delivery).

Purchase of MGSP service is subject to an activation period of up to 60 days to have stock available in local warehouses. During this activation period Advance Hardware Replacement (AHR) is used, however, time for delivery will be based on best effort, on location and stocking levels.

The faulty part must be returned to the technician in return for the replacement part. If it is not returned for any reason, after fifteen (15) days AudioCodes shall invoice Customer for the full product purchase price. Expected time of service delivery is within the confirmed SLA, following diagnosis of the reported ticket, and assuming the customer-provided information is received in advance and as specified below:

- Customer must provide valid and applicable serial numbers for all Products covered by MGSP contract, as well as current shipment contact information, such as: contact name, title, address, telephone number, e-mail address, and fax number.
- Additional costs may apply in case Customer requests to provide the service at a location, other than the pre-agreed Customer site address. In this case, the actual SLA may differ than the pre-agreed timeframe, as well.
- Replacement parts/Products may be reconditioned or previously repaired parts/Products.
- It is the customer's responsibility to back up configurations and certificates on a regular basis and provide them to AudioCodes personnel, for the purpose of restoring the device.
- The warranty for the replacement part is for the contracted period of this program or 90 days from the date of shipment of the replacement part/Product, whichever date is later.
- Managed Spares service may be subject to a minimum purchase commitment per year, as well as maximum extension/renewal period.

Note: The MGSP service assumes an annual contract in advance. To the extent that MGSP relates to an ACTS Program that does not immediately follow the expiry of the original factory hardware warranty, customers may be requested to sign a declaration as to the good working condition of the equipment. They are subject to a qualification period of 30 days from ACTS purchase to be eligible to request MGSP service under the newly purchased coverage; they should allow for it to be inspected; and they may be required to pay a reinstatement fee.

2. Advance Hardware Replacement (AHR)

AHR is an add-on service to ACTS that provides a replacement unit to the customer before the defective hardware is sent back to AudioCodes. Once the defective hardware is validated by the AudioCodes support team, the replacement unit will ship as follows: in the countries where in-country AHR is supported (see supported countries below), if an RMA is received by 13:00 (1:00 PM) according to specified time zone (refer to table below for specific times), the replacement part will be shipped out within one business day. For other destinations shipments may take more than two business days and further delays should be expected due to customs and other import clearance issues. AudioCodes will ship the replacement part per DAP (Delivered at Place), Incoterms 2010 (customer releases shipment from Customs and pays import taxes). Replacement parts/Products may be reconditioned or previously repaired parts/Products.

Purchase of AHR service is subject to an activation period of up to 30 days to have stock available in local warehouses. For IP-Phone products this service only applies for AHR bundles for IP-Phone in USA and EU. Contact your AudioCodes sales representative to verify.

AudioCodes may invoice Customer for shipping costs in case Customer requests to ship the replacement part to a location, other than the Customer's pre-registered address.

It is the customer's responsibility to return the original defective product when the advance replacement is received. Customer should ship the defective product back to AudioCodes according to DAP (Delivered at Place) Incoterms 2010. If it is not returned for any reason, after fifteen (15) days AudioCodes shall invoice Customer for the product full purchase price. For US and EU-based customers, a prepaid return label will be provided for convenience.

All replaced products and parts shall become the property of AudioCodes upon receipt. Title and risk of loss to replacement parts/products shall pass to Customer upon shipment by AudioCodes (DAP Incoterms 2010).

Note: The AHR service assumes an annual contract in advance. To the extent the AHR relates to an ACTS Program that does not immediately follow the expiry of the original factory hardware warranty, Customers may be requested to sign a declaration as to the good working condition of the equipment, are subject to a qualification period of 30 days from AHR purchase to be eligible to request advance replacement service under the newly purchased coverage.

COUNTRY	Time Zone
Australia/New Zealand	UTC+10
Brazil	UTC-3
China	UTC+8
EU	UTC+1
India	UTC+5:30
Israel	UTC+2
Japan	UTC+9
USA/Canada	UTC-5

3. Onsite Spare Unit (OSSU)

OSSU is an add-on service to ACTS that allows a customer to restore service within minutes using a spare unit that AudioCodes will co-locate at the customer site, in order to ensure accelerated availability. This service does not include AudioCodes IP-Phone products.

The spare unit remains the property of AudioCodes up until the discovery of a problem, where the AudioCodes Technical Support (ACTS) customer will simply contact the AudioCodes Technical Support Center to report the problem. If it is determined that there is a hardware-related issue, AudioCodes Support will provide the license key to enable the spare device to be used in place of the defective unit. Once the replacement unit is in service, ACTS coverage will be transferred to the spare unit, and a new spare replacement will be sent to the customer location.

Initial shipment of the spare unit is according to EXW (Ex Works), Incoterms 2010. It is the customer's responsibility to return the original defective product when the new spare unit is received. Customer should ship the defective product back to AudioCodes according to DAP (Delivered at Place) Incoterms 2010. If it is not returned for any reason, after thirty (30) days AudioCodes shall invoice Customer for the product full purchase price.

The spare unit remains the property of AudioCodes, which is responsible for ensuring that the unit is current with software and hardware versions. All replaced products and parts shall become the property of AudioCodes upon receipt. Title and risk of loss to replacement parts/products shall pass to Customer upon shipment by AudioCodes (DAP Incoterms 2010).

AudioCodes typically recommends that one OSSU product provides coverage for up to four units of the same model. It is required that ACTS 24 X 7 support is purchased in addition to enable the OSSU service.

4. Break-Fix (BF)

This managed service includes dispatch of a local in-country technician who will replace defective AudioCodes hardware with a Field Replacement Unit (FRU) located at your site if a fault occurs.

AudioCodes offers on-site Break-Fix replacement service on a global basis, subject to approval of the Customer site address prior to quoting this service (send SLA verification requests to mgsp-sla-check@audiocodes.com, stating the complete postal address for each site where the hardware is to be installed).

The BF service is an add-on service to the ACTS program. Following AudioCodes Customer Service diagnosis of a reported ticket, AudioCodes shall assign and dispatch a local in-country field technician, who will arrive at the Customer site and will replace the defective unit with the onsite FRU. The local field technician will arrival within the purchased SLA (i.e. 4-hours or Next Business Day (NBD)).

5 CONTACT INFORMATION:

- Phone numbers and contact information can be found here: <https://www.audiocodes.com/corporate/offices-worldwide>
- Information for all AudioCodes Services can be found at: <https://www.audiocodes.com/services-support>

Thank you for Choosing AudioCodes Global Services

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