



County of Fairfax, Virginia

AMENDMENT

AMENDMENT NO. 1

SEP 30 2019

CONTRACT TITLE: Next Generation 9-1-1 ESInet and Core Services

CONTRACTOR

AT&T Corp. dba AT&T
P.O. Box 5095
Carol Stream, IL 60197-5095

SUPPLIER CODE

1000011437

CONTRACT NO.

4400007825

By mutual agreement, effective immediately, Contract 4400007825 is amended to add AT&T Managed Security Service for Voice (MSSV) services pursuant to AT&T Corp. Services Amendment No. 1 to the Contract 4400007825 between AT&T Services, Inc. and Fairfax County attached hereto as Attachment A.

All other terms, conditions and prices remain unchanged.

ACCEPTANCE:

BY: _____

(Signature)

Asif Iqbal

(Printed)


Sales Manager

(Title)

09/20/2019

(Date)

Steve Pierson, CPPB
Contracts Manager

 Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:

Finance – Accounts Payable/e
DPSC – Steve McMurrer/e
DPSC – Roy Oliver/e
DPSC – Edward Gerow/e
DPSC – Brenda Edmundson/e
DIT – Tanesha Sherrod/e
DIT – Matt Dowd/e
DIT – Afsaneh Tibbs/e

Contract Specialist – J. Pun
ACS, Team 1 – J. Waysome-Tomlin
Contractor

Contract 4400007825

145119UA
GBS284557.2

9/18/2019

AT&T Network Integration Tracking #: GBS284557.2

**AT&T Corp. Services Amendment No. 1 to the Contract 4400007825
between AT&T Services, Inc. and Fairfax County ("Customer")**

CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T") (designate other entity if signing entity other than AT&T Corp)	AT&T Branch Sales Contact Name
COUNTY OF FAIRFAX	AT&T	Michael Santorios:
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
Street Address: 12000 Government Center Parkway City: Fairfax State / Province: VA Country: USA Domestic / Intl / Zip Code: 22030	One AT&T Way Bedminster NJ 07921-0752 Contact: Master Agreement Support Team Email : mast@att.com	Address: 3033 Chain Bridge Road City: Oakton State / Province: VA Country: USA Domestic / Intl / Zip Code: 22124 Fax: Email: ms340q@att.com Sales/Branch Mgr: Asif Iqbal SCVP Name: Chris Gray
CUSTOMER Contact	AT&T Address and Contact	AT&T NI Contact Information
Name: Cathy A. Muse Title: County Purchasing Agent Telephone: 703-324-3203 Fax: Email: DPMMDirector@fairfaxcounty.gov	Name: Title: Telephone: Street Address: City: State / Province: Country: Domestic / Intl / Zip Code:	Name: Kenneth Clute Address: 1762 Central Ave. City: Albany State / Province: NY Country: USA Domestic / Intl / Zip Code: 12205 Telephone: 518-951-9463 Email: kc2691@att.com
CUSTOMER Billing Address		
Street Address: 12000 Government Center Parkway City: Fairfax State / Province: VA Country: USA Domestic / Intl / Zip Code: 22030		

This AT&T Corp. Services Amendment ("Amendment") is an attachment to and incorporated into Contract No. 4400007825, between County Of Fairfax ("Customer"), and AT&T Services, Inc. ("AT&T") dated August 8, 2017 (the "Agreement"). Customer and AT&T may also be referred to in the singular as a "Party" or in the plural as the "Parties". With this Amendment, Customer and AT&T agree to add new AT&T Managed Security Service for Voice ("MSSV") services as described in detail below, limited to the deliverables, components, tasks, and functions described in this document. The following documents are incorporated fully into and become part of this Amendment:

- Exhibit "A", AT&T Service Proposal for SecureLogix Voice Security (the "Service Proposal")
- Appendix "A", AT&T Proposed Change Order Form
- Appendix "B", Manufacturer EULA and Warranty
- Attachment 1 to Appendix "B": Hosting Services Statement of Work
- Attachment 2 to Appendix "B": Managed Security Service for Voice Statement of Work
- Appendix "C", Equipment, Software and Services Unit Prices

The following Terms and Conditions shall apply only to the MSSV services and, as to the MSSV services only, will take precedence over conflicting terms and conditions contained in the Agreement.

Attachment A to Amendment No. 1

Contract 4400007825

1. DEFINITIONS

"Purchased Equipment" means equipment to which title transfers from AT&T to Customer. Purchased Equipment includes any internal code required to operate such Equipment.

"Order" means a written request for Purchased Equipment and/or Services. Orders must be submitted to AT&T using the Service Order Attachment. The following language (with the appropriate purchasing entity and dates filled in) must be added in order for AT&T to accept Customer's Purchase Order:

"This PO is issued by XXX ("Customer") pursuant to Amendment #1 to Contract 4400007825 dated XXX."

2. SERVICES AND PURCHASED EQUIPMENT

Services available under this Amendment are described in the Service Proposal attached hereto as Exhibit A. Orders for Purchased Equipment and/or Services are subject to the applicable terms and conditions set forth in this Amendment, including its Exhibit, Appendices, and Attachments thereto.

AT&T has entered into a contractual relationship with SecureLogix (hereinafter referred to as "Supplier") under which the Supplier is to perform the work and provide services described in this Amendment. AT&T may also use additional subcontractors to perform the work described herein. AT&T shall require the Supplier and any other subcontractors comply with the requirements of this Amendment, and AT&T retains responsibility for all work performed by Supplier and any other subcontractors.

3. TERM AND TERMINATION

The Term and Termination shall be as provided in the Contract Agreement 4400007825. The project will commence thirty (30) calendar days after execution of an order. Orders for services must be entered no later than August 7, 2026. Services under this Amendment will terminate on or before August 7, 2027, or such earlier date as may be set forth in an individual Service Order Attachment.

4. INVOICING

Invoices for Services are issued monthly. Invoices for Purchased Equipment are issued upon shipment from AT&T's Purchased Equipment supplier.

5. PURCHASED EQUIPMENT TERMS

- A. Orders for Purchased Equipment shall be submitted by Customer to AT&T using the Service Order Attachment form which shall contain all information required for AT&T to fulfill such Order and shall contain a reference to this Amendment and the applicable AT&T quote. Any information, terms and/or conditions, or other language contained in any document(s) or purchase order(s) furnished by Customer to AT&T in excess of or outside of such information or in conflict with any terms and conditions contained in this Amendment and/or the applicable Attachment(s) are void. AT&T will notify Customer by email whether it has accepted the Order after validation within five (5) business days after receipt of the Order. AT&T reserves the right not to accept an Order.
- B. Customer acknowledges and agrees that AT&T's ability to deliver Purchased Equipment is contingent upon the supply and delivery schedules of each of the manufacturers. AT&T shall have no liability for delays in any delivery schedule. Charges incurred, if any, for storage of Purchased Equipment following delivery to the agreed location are the sole responsibility of Customer and are not included in shipping charges.
- C. AT&T shall pass through to Customer any warranties for Purchased Equipment and third-party software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6. LICENSES AND THIRD-PARTY MAINTENANCE

Purchased Equipment, software and maintenance, resold to Customer hereunder have additional license terms and/or other requirements or restrictions imposed by the manufacturer, supplier or publisher, which are attached as Appendix B. Customer is solely responsible for ensuring its adherence to any and all such license terms and other requirements or restrictions. Customer has not approved and will not be bound by any third-party terms and conditions that are not included in this Amendment.

7. SERVICE HOURS

The Services provided hereunder shall be performed Monday through Friday, 9:00 a.m. to 5:00 p.m., local time, excluding designated AT&T holidays ("Normal Business Hours" or "NBH"), unless otherwise noted herein.

Attachment A to Amendment No. 1

Contract 4400007825

AT&T Designated Holiday	Date Observed
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25

Note: If Customer chooses to provide the Purchased Equipment configurations, AT&T must receive them at least ten (10) business days prior to an agreed Purchased Equipment installation date at Customer Site.

8. PROJECT GOVERNANCE

AT&T shall validate the process steps to achieve Acceptance of the Services in consultation with Customer during the start-up period for the project. During this process, the Acceptance Checklist, will be reviewed with Customer and updated accordingly. AT&T shall present the Acceptance Checklist upon completion of the work. Customer will indicate acceptance of the Service(s) by signing same. Should Customer not accept the Services, AT&T will request a written explanation of Customer's reason for not so accepting within five (5) business days. If Customer does not respond to AT&T's request for a written explanation within five (5) business days, Services shall be deemed Accepted. AT&T shall address Customer's issue(s) within ten (10) business days after the receipt of such notice and will then resubmit the Acceptance Checklist for Customer's signature. The time to address any quality of service or re-work issues(s) set forth in this section may be extended by mutual consent.

- (a) **Defined Scope.** Pricing for the Equipment and Services available pursuant to this Amendment is set forth in Appendix C. The total price of a project is based on the scope of an Order. Any additions or changes to this Amendment or an Order may necessitate changes in pricing. All such changes will be handled via the Change Control process outlined herein, not by verbal request, and only after the issuance of a valid or modified Purchase Order by the Customer. Pricing assumes no project delays will occur that would require AT&T to stop work. AT&T will not be held financially responsible for project delays outside of its control. The prices contained herein are valid for twelve (12) months from the execution of this Amendment.
- (b) **Travel and related Expenses.** Charges do not include expenses for AT&T travel to Customer's facilities. Standard business expenses (e.g., transportation, food, lodging) incurred by AT&T in connection with delivery of the Services will be billed at cost as a separate line item on Customer's invoice, subject to the Customer's Travel Policy (PM06-03) and GSA travel regulations, <https://www.gsa.gov/portal/category/26429>. AT&T personnel will incur travel expenses only after receiving permission from Customer's Project Manager.

AGREED:
CUSTOMER: County Of Fairfax

By: 
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title) **Steve Pierson, CPPB
Contracts Manager**

(Date) **9/27/19**

ATTUID: KC2691

AGREED:
AT&T

By: *Veronica Danao*
(Authorized Agent or Representative)

(Typed or Printed Name) **Veronica Danao**

(Title) **Contract Specialist CGI**

(Date) **20 September 2019**

HD091V

Exhibit A
AT&T Service Proposal for SecureLogix Voice Security

1. Project Description Summary

Supplier's performance of the Services described below is subject to the assumptions, exclusions and other conditions identified in this document.

This Amendment includes a Managed Security Service for Voice ("MSSV") service offering in support of preventing Telephony Denial of Service (TDOS) intrusions to a customer environment where the service is deployed. MSSV provides the Customer with management, monitoring and administration of an installed Enterprise Telephony Management (ETM) System for the period of performance detailed in an executed Order. Refer to Section 2, Project Overview, below for a description of the specific roles and responsibilities required of the Customer and AT&T in order to deliver the MSSV and supporting services.

At customer sites, a project for Managed Security Service for Voice (MSSV) services will be implemented in accordance with an executed Service Order Attachment. Each Service Order Attachment will set forth the project-specific statement of work including project plan details and associated costs for the project. A project for MSSV utilizes defined configurations of supporting hardware and software as mutually agreed in the Service Order Attachment, and may include:

- Remote installation of the SIP ETM® system.
- Onsite installation of the TDM ETM® System.
- Installation of the PolicyGuru® Meta-Policy Controller solution to monitor the selected Customer's voice traffic.

The ETM SIP Applications will be securely connected to the ETM Management Server is to be hosted by the Supplier and requires an agreement for such hosting services (See Hosting Services Agreement, Attachment 1 to Appendix B. All ETM Appliances will be securely managed by the ETM Management Server installed at the Supplier location.

The MSSV service requires an agreement for the services provided (See Managed Security Services for Voice, Attachment 2 to Appendix B.

Each project includes one (1) license for a one (1) year subscription for the "ETM® System Overview and Operation" course series on the online SecureLogix® E-Learning Portal.

2. Project Overview

a. Scope of Work

This Exhibit describes the roles and responsibilities required of both teams (Customer and AT&T/Supplier) in order to complete the MSSV service activation along with the appropriate ETM or PolicyGuru System installation defined in a specific Service Order Attachment. Anything not specifically included in this Service Proposal is out of scope. Out of scope tasks that Supplier agrees to provide will be separately invoiced on a time and materials basis, subject to paragraph 20 (Changes) of RFP2000002010.

b. Project Details

For SIP-based solutions, a project will entail:

- Completing a remote telephonic/virtual site survey for each site

Attachment A to Amendment No. 1

Contract 4400007825

The remote installation, configuration, and testing of the ETM System applications and hardware to monitor the ETM SIP Applications at the Customer defined locations in an executed Service Order Attachment or Change Order Form.

For TDM-based solutions, a project will entail:

- Completing a remote telephonic/virtual site survey for the site

The onsite installation, integration, and testing of the ETM hardware to monitor the voice traffic traversing the Customer defined locations in an executed Service Order Attachment or Change Order Form.

For solutions that require Policy Guru, a project will entail completing the following tasks for each installation location:

- Remote telephonic/virtual site survey
- Onsite physical placement and initial configuration of the PolicyGuru solution servers
- Remote integration and testing of the PolicyGuru Meta-Policy.

The AT&T Installation Team will perform the following activities, as applicable, upon execution of a Service Order Attachment or Change Order Form.

- Detailed remote telephonic/virtual site surveys will be conducted for each site for all equipment (ETM, Policy Guru, UTA, etc.) to be installed at that site. Site surveys capture installation details including required rack space, electrical power, network connectivity, and telco circuit technical details. The results of the site surveys are used to identify all site preparation details prior to installation.
- Prepare the Hosted ETM Management and Database to support the project for SIP and TDM applications.
- Install, configure, and test the ETM System Console (ESC) client software on Customer provided platforms software at the designated Customer locations.
- Configure the ETM SIP Application instance on Customer provided host server platforms located at the specified Customer location.
- For TDM based solutions, install, configure, and test the ETM TDM Appliances at the listed Customer locations.
- Integrate and test the ETM SIP Application instance with the Customer's lab voice network.
- Preconfigure server host platforms with the PolicyGuru Meta-Policy Controller and supporting applications prior to shipping to Customer location(s).
- Provide remote assistance to Customer as the Customer performs the physical installation tasks for the server platforms.
- Complete configuration, integration, and testing of the following PolicyGuru solution applications at each stated location in the Customer's production environment:
 - 911 Lines – One (1) server running the Mediation Server application, one (1) server running the Database Server application, and one (1) server running the Meta-Data Probe Server application. Also includes an Analytics Server.
 - Admin Lines - One (1) server running the Mediation Server application, one (1) server running the Database Server application, one (1) server running the ENUM Server application, and one (1) server running the Meta-Data Probe Server application.
- Integrate with Customer's SBC and Voice Tap systems at each Customer installation location.
- Complete all necessary testing and required documentation of the as-built system.

c. Initial Project Plan

A detailed project plan will be provided by Supplier upon execution of a Service Order Attachment or Change Order Form.

Attachment A to Amendment No. 1

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d. Materials and Responsibilities of AT&T/Supplier

Installation Materials

- Supplier will provide installation materials to support the onsite ETM System installation at the Customer's location. Description and quantity of materials will be described in separate operational documents provided by the Supplier upon execution of an executed Service Order Attachment or Change Order Form.
- Tools
Supplier will supply all tools required by the Supplier's installation team to perform the onsite installation of the ETM System appliance hardware.

For SIP-based solutions, AT&T will provide the following materials:

- ETM Management Server and Database Server Environment
Supplier will host the ETM Applications and Database Servers to be used in this deployment.
- ETM System Application Software and Application License
Supplier will provide the ETM System software and ETM System server licenses to be used in this deployment.
- ETM SIP Application Software and Licenses
Supplier will provide the ETM SIP Application instance software to be installed on Customer provided host platforms to monitor the following volume of voice traffic at the Customer locations mentioned above.

For TDM-based solutions, AT&T will provide the following materials:

- ETM Applications and Database Server Environment
Supplier will provide the ETM Applications and Database Server(s) to be used in this deployment.
- ETM Communications Appliances and Licenses
Supplier will provide the ETM Appliances to monitor the voice traffic at Customer locations identified in the Service Order Attachment

For Policy Guru solutions, AT&T will provide the following materials:

- PolicyGuru Meta-Policy Controller Applications, Server Host Hardware, and Application Licenses.
AT&T will provide the Server Host Hardware preconfigured with the PolicyGuru application software and PolicyGuru application licensing to support the installation at each Customer location identified in an executed Service Order Attachment or Change Order Form.

e. Customer Responsibilities

- ETM System Console (ESC) Client Application Platform(s)

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Customer will provide the computer platforms to support the ETM System Console client. Platforms must meet or exceed technical specifications as recommended by Supplier upon execution of an executed Service Order Attachment or Change Order Form.

- **ETM SIP Application Host Server Environment**
Customer will provide server(s) to host the identified ETM SIP Application instance. Platforms or virtual machines must meet or exceed technical specifications as recommended by the Supplier.
- **ETM SIP Application Host Server Environment**
- **Data Networking**
Customer will satisfy data network communications requirements as specified by Supplier upon execution of an executed Service Order Attachment or Change Order Form. to permit communications between the System components.
- **Voice Network Configuration Details for the ETM System**
Customer will provide voice network configuration details to support ETM Appliance configuration. Supplier will provide a detailed questionnaire upon execution of a Service Order Attachment or Change Order Form.
- **Technical Coordination**
Customer will provide a dedicated point of contact (POC) throughout the Project. The POC will be the interface between Supplier and the Customer's organization participating in all Project activities and briefings, providing information and guidance, obtaining all approvals and certifications required in order to deploy the System solution defined in an executed Service Order Attachment or Change Order Form. within the Customer's production network, facilitating access to installation locations, aiding in the scheduling of events, submitting change management requests, making arrangements for installation support from Customer's voice services provider(s) and/or support vendor(s) as required, and conducting all coordination and communication on behalf of each of the installation locations.
- **Customer will provide Supplier with the necessary assistance to obtain access to all systems necessary for the installation. This will include all permissions and work orders necessary to conduct work associated with the ETM or PolicyGuru System installation, as applicable. The Customer will also provide the necessary assistance to understand and comply with the Customer's corporate standards for installation, documentation, approved applications, information assurance (security) requirements, and testing of enterprise systems. This will include all permissions and work orders required to conduct such work, including unrestricted administrative access, to each deployed PolicyGuru server.**
- **Installation and Test Support**
The Customer will provide the following support for all system and equipment components installed:

Customer will provide the business and non-business hour timeframes the installation team will have access to the Customer's facilities no later than 10 business days prior to installation start.

If the ETM System component(s) must communicate through a data firewall, appropriate information systems representative(s) must participate in all scheduled communication testing events. The representative must be capable of logging into and configuring the Customer's firewall(s) and router(s) to troubleshoot encountered problems.

Attachment A to Amendment No. 1

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Site SBC technician for each installation site must participate in all scheduled events where the ETM Appliances are scheduled to be cutover into the Customer's telecommunication circuits. The SBC technician must be capable of operating the SBC to monitor performance, control traffic, and troubleshoot problems encountered.

- For all solutions, Customer shall provide the following items for the scheduled installation. Specifications and readiness timelines will be provided by Supplier upon execution of a Service Order Attachment or Change Order Form.
 - Rack Space
The Customer will provide the necessary rack space for installation of all equipment. Minimum technical specifications as recommended by Supplier upon execution of a Service Order Attachment or Change Order Form.
 - Power
The Customer will provide electrical power for all equipment. Minimum technical specifications as recommended by Supplier upon execution of a Service Order Attachment or Change Order Form.
 - Voice Network Configuration Details
The Customer will provide information for their TDM voice network environment to support the installation. Supplier will provide a questionnaire upon execution of a Service order Attachment or Change Order Form.
 - ETM System Console (ESC) Client Application Platform(s)
The Customer will provide the platform(s) for the ETM System Console client application. Minimum technical specifications as recommended by Supplier upon execution of a Service Order Attachment or Change Order Form.

For Policy Guru solutions:

- Customer will configure their data network to permit outbound syslog messages from the deployed PolicyGuru solution servers to AT&T's network monitoring server.
- The Customer will provide the following networking details at the start of this project. This is the least amount of information required to preconfigure the PolicyGuru solution servers prior to shipment to the Customer. If this information is not made available prior to the shipment of the PolicyGuru solution servers, the Customer will be responsible for configuring the IP address on each server's iDRAC interface no later than 10 days prior to the scheduled installation.
- For each physical server, quantity of one (1) static IP address (with gateway, subnet mask, and VLAN details) to be used by the server's iDRAC (iLo) interface. This interface will be used for initial configuration of the operating system during installation, as the source of ongoing health and status monitoring of the platform, and for exercising the hardware warranty on the device. As such, the iDRAC must both be reachable to the inbound virtual desktop environment (VDI) provided by the Customer for use by AT&T and able to send syslog messages to the AT&T's network monitoring server.
- Customer will provide configuration details required to support integration with their SBC and Voice Tap (e.g. Gigamon, Arista, span port) in support of the PolicyGuru solution installation. AT&T will provide a detailed questionnaire upon execution of a Service Order Attachment or Change Order Form.
- Customer will configure their SBCs and Voice Tap (e.g. Gigamon or Arista) devices to support communications with the PolicyGuru solution. Minimum technical specifications will be provided by AT&T upon execution of a Service Order Attachment or Change Order Form.

Attachment A to Amendment No. 1

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Peripherals for Server Platforms

- Customer is responsible for identifying, supplying, and installing all peripherals (e.g. KVM) desired for the PolicyGuru Server Platforms.

Installation Materials and Tasks

Customer will satisfy all materials and labor requirements for the physical installation and connections to the PolicyGuru solution at each of the Customer's locations. Description and quantity of materials and description of the installation tasks will be described in separate operational documents provided by AT&T upon execution of a Service Order Attachment or Change Order Form.

Installation Support

- Customer will provide the business and non-business hour timeframes AT&T will have access to the systems related to the installation no later than 10 business days prior to installation start.
- Customer will ensure an appropriate representative from their information systems group participates in all scheduled events to connect the PolicyGuru solution servers to the data network. The representative must be capable of logging into and configuring the Customer's data network elements (e.g. Ethernet switches) and troubleshoot problems encountered.
- If the PolicyGuru components must communicate through a data firewall, an appropriate information systems representative must participate in all scheduled communication testing events. The representative must be capable of logging into and configuring the Customer's firewall(s) and routers to troubleshoot problems encountered.
- The SBC and Voice Tap technician(s) for each installation location must participate in all scheduled events where the PolicyGuru ENUM Servers and Meta-Data Probe Servers are to be integrated with the Customer's SBC and Voice Taps. The technician must be capable of operating the SBC and Voice Tap to control traffic and troubleshoot problems encountered.

f. AT&T/Supplier Responsibilities

ETM System installation tasks

- Site Surveys
- ETM Applications Server Environment
The Supplier is providing the server platform to support the ETM Management and Database Server. The Supplier will install, configure, and test the ETM System applications on this system.
- ETM Management and Database Server
Supplier is providing the server platform(s) or virtual machine(s) to support the ETM Management and Database Server applications. The Supplier will install, configure, and test the ETM System applications on these systems.
- ETM System Console Client Application Installation, Configuration, and Test
Supplier will install, configure, and test the ETM System Console Client Application on the Customer provided computer platforms.
- ETM System Console Client Application Installation, Configuration, and Test
Supplier will install, configure, and test the ETM System Console Client Application on the Customer provided platform(s).

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- **ETM Appliance Configuration and Test**
Supplier will install, configure, and test ETM Appliances onto designated Customer voice circuits.
- **ETM SIP Application Installation, Configuration, and Test**
Supplier will assist Customer with the loading of the ETM SIP Application instances onto the Customer-provided host servers. Customer will execute the physical and virtual installation tasks under the direction of the Supplier. Supplier will remotely configure and test the ETM SIP Application instances
- **Configuration of the ETM System by Supplier during the installation is defined as what is minimally required to accomplish the installation and testing tasks as described in an executed Service Order Attachment or Change Order Form. All additional configuration and customization, including but not limited to policy definition, alerting, phone number input, and reporting, is the responsibility of the Customer unless the Supplier is contracted to perform these services as defined in a Service Order Attachment or Change Order Form.**
- **ETM System Dial Plan**
In order for the ETM System to flag calls as being local or long distance, Customer's local dialing environment must be described in a dial plan. Customer must provide a copy of their Local Exchange dial plan for each scheduled facility no later than 30 business days prior to installation start. This can be printed from the tables in your PBX switch, saved as a text file, obtained from a local service provider or found in the local telephone directory. Supplier will accept dial plan data in electronic or paper formats.

International numbers - During the initial system configuration, phone numbers will be formatted for policy processing. International numbers not of North American format will appear as one sequence (for example, a number in France will appear in the ETM System as 33()144419900). Custom formatting is not part of the standard installation but can be provided as part of an expanded level of effort.

PolicyGuru meta-policy controller Installation Tasks

- **Site Surveys**
Upon execution of a resulting SOW, detailed telephonic/virtual site surveys will be conducted for each site. Site surveys capture installation details including physical requirements, network connectivity, and voice network technical details. The results of the site surveys are used to identify all site preparation details prior to installation.
- **Preconfiguration and Shipment of the PolicyGuru Solution Server Platforms**
Prior to shipping, AT&T will install the appropriate PolicyGuru Meta-Policy Controller application and monitoring agents on each server. Networking information provided by the Customer (e.g. IP address, gateway, subnet, and VLAN) will be applied to the appropriate network interfaces.
- **Physical Installation of the PolicyGuru Solution Server Platforms**
At mutually agreed times, the Customer will perform the onsite physical installation tasks including placing the servers into the provided racks, connecting servers to provided power outlets, and connecting provided ethernet cabling to the servers. Brief verification testing will be performed by AT&T to confirm the servers are remotely accessible over the network.

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- Final Configuration and Integration of the PolicyGuru Meta-Policy Controller Applications

At mutually agreed times, AT&T will complete the configuration of the physically installed servers and then integrate the PolicyGuru solution with the Customer's voice elements and validate proper operations through testing.

- Initial Configuration

Initial configuration of the PolicyGuru Meta-Policy Controller by AT&T during the installation is defined as what is minimally required to accomplish the installation and testing tasks as described in Exhibit B. After the installation has been completed, configuration tasks such as policy definition, alerting, phone lists, and reporting will be accomplished in accordance with Exhibit B

g. Shipping, Storage, and Staging

Customer will provide shipping addresses and designate point(s) of contact at each applicable facility to receipt for and provide secure storage for all System equipment until it is installed. The designated point(s) of contact will ensure the System equipment is delivered to its respective installation location no later than one (1) day prior to the scheduled install date.

h. Project Documentation, Testing & Acceptance

PROJECT DOCUMENTATION

Supplier will complete the following documentation as part of the project:

- Project Plan
- Acceptance Test Checklist, coordinated and approved with the Customer, containing sufficient detail to ensure all ordered system components (MSSV, ETM, PolicyGuru, etc.) including reporting elements are operational and properly configured.
- Minimum recommended system requirements for software components related to the installation
- Minimum recommended system requirements for the computer systems that will host the ETM System applications.
- Technical preparation requirements including access, rack space, power requirements, data network configuration, telecommunications information, and installation support.
- Technical requirements including access, rack space, power requirements, data network configuration, voice network configuration and integration information, and installation support.
- Managed Security Service for Voice (MSSV) Deliverable
 - MSSV Operations document (at a minimum to include as-built context technical diagrams for all customer sites and sufficient user documentation to describe how the system operates and how to use system capabilities and any troubleshooting guidelines for local system users of the service).

ETM Hosting Service Operations Documentation Deliverable

- ETM Operations document (at a minimum to include as-built context technical diagrams for all sites and sufficient user documentation to describe how the system operates and how to use system capabilities and troubleshooting guidelines for local system users of the service). Documentation will capture details for SIP and TDM applications per equipment installed for Customer.
- PolicyGuru Hosting Service Operations Documentation Deliverable

Attachment A to Amendment No. 1

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- PolicyGuru Operations document (at a minimum to include as-built context technical diagrams for all sites and sufficient user documentation to describe how the system operates and how to use system capabilities and troubleshooting guidelines for local system users of the service).

H.1. Installation Testing and Acceptance

- Supplier's Field Engineer will execute a Verification Checklist to ensure the installed system meets Supplier's implementation standards. A Pass result of the checklist signifies the installation has been successfully completed. This is an internal document to the Supplier and a copy is not provided to the Customer.
- The Customer may request Supplier conduct a Functional Systems Test (FST) once all installation tasks for the overall project are completed. The purpose of the FST is to validate the product is functioning as designed.
- Supplier's Field Engineer will execute a Verification Checklist to ensure the installed system meets Supplier's implementation standards. A Pass result of the checklist signifies the installation has been successfully completed.
- For each location, AT&T's Field Engineer will execute a Verification Checklist to ensure the installed system meets AT&T's implementation standards. A Pass result of the checklist signifies the installation has been successfully completed. This is an internal document to AT&T and a copy is not provided to the Customer.
- Supplier will conduct a Functional Systems Test (FST) to validate the product is functioning as designed.
 - The FST will exercise different functional areas within the PolicyGuru solution in order to validate communications and basic system functionality.
 - The FST will exercise different functional areas within the ETM System in order to validate communications and basic system functionality. ETM System installation and functional testing does not include operational configuration of Voice Firewall rules, event or application alerting, or other tasks that would be performed by Customer to meet their operational requirements.
 - The FST will exercise different functional areas within the ETM System solution in order to validate communications and basic system functionality.
 - All security and all operational configurations and customizations, including but not limited to policy definition, alerting, phone number input, and reporting, are outside the scope of the FST.
 - For onsite installations, the FST will be executed prior to the departure of the Supplier's Field Engineer. For remote installations, the FST will be scheduled after the Field Engineer has completed the Verification Checklist.
 - The FST is witnessed by the Customer. Upon completion of the FST, Customer's POC and AT&T's Field Engineer will sign the signature page signifying Customer acknowledges the installation tasks have been successfully completed. The original is kept by AT&T and a copy is provided to Customer.
- All tasks related to the installation of the ETM System is assumed completed and accepted by the Customer when a minimum of one (1) of the following criteria is met:
 - The Customer signs the signature page of the FST.

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- On the 11th business day post execution of the FST given Customer has not formally communicated an issue (e.g. via email to the Supplier's Project Manager or opened a support case with Supplier's Customer Support) that indicates installation at a site was not completed to satisfaction. If an issue has been reported before the 11th business day, both parties must come to a mutual agreement upon severity, a resolution timeline, the method for resolving the issue, and the impact to the overall project acceptance.
- The project is assumed as accepted by the Customer when a minimum of one (1) of the following criteria is met:
 - Upon delivery of the signed acceptance test signature page from the Acceptance Test Checklist to the Supplier.
 - On the 11th business day post execution of the acceptance test given Customer has not formally communicated an issue (e.g. via email to the Supplier's Project Manager or opened a support case with Supplier's Customer Support) that indicates installation at a site was not completed to satisfaction. If an issue has been reported before the 11th business day, both parties must come to a mutual agreement upon severity, a resolution timeline, the method for resolving the issue, and the impact to the overall project acceptance.
- For Policy Guru based solutions, the project is assumed as accepted by the Customer when a minimum of one (1) of the following criteria is met:
 - Upon delivery of the signed acceptance test signature page from the Acceptance Test Checklist to AT&T.
 - On the 11th business day post execution of the acceptance test given Customer has not formally communicated an issue (e.g. via email to the AT&T Project Manager or opened a support case with AT&T's Customer Support) that indicates installation at a site was not completed to satisfaction. If an issue has been reported before the 11th business day, both parties must come to a mutual agreement upon severity, a resolution timeline, the method for resolving the issue, and the impact to the overall project acceptance.

i. Care Services

- Customer Care, Hosting, and MSSV Services is established on a three (3) year term. Hosting & MSSV billed monthly. Customer Care billed upfront annually if Capex or monthly if Opex.
- Customer Care entitles access to all ETM® System software updates and new releases as well as unlimited access to technical support
- Managed Security Service for Voice (MSSV) offering to provide the customer with management, monitoring and administration of the installed ETM System for the period of performance detailed in a resulting Service Order Attachment.
- Customer Care entitles access to all PolicyGuru Meta-Policy Controller software updates and new releases as well as unlimited access to technical support
- Managed Security Service for Voice (MSSV) offering to provide the customer with management, monitoring and administration of the installed PolicyGuru Meta-Policy Controller solution for the period of performance detailed in this proposal.

j. Item List

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All solutions will be provided based upon individual customer requirements. After solution design has been completed by AT&T, a full Scope of Work (SOW) will be provided in Service Order Attachment to the customer, which will include any equipment that will be procured to support the customer's solution.

k. Equipment Site Lists

All Services assumptions and exclusions are for the services listed in Section 2 of Exhibit A in an executed Service Order Attachment that will be tested at a site, listed in the executed Service Order Attachment.

l. Project Coordination Services

Tasks associated with a project are included in the MSSV-INIT pricing elements.

PROJECT COORDINATION SERVICES TASKS:

- Act as point of contact to local Customer personnel.
- Ensure all deliverables are completed on time.
- Maintain action register for all open actions and ensure action item owners are meeting the agreed upon target dates for their action items.
- Develop and manage corrective action plan which could be required to recover from any non-forecasted event affecting the normal Project progress.
- Escalate any issue putting at risk the Project; this should be done verbally as soon as possible to be followed up in writing (email).
- Interface with End-user Customer on Change Orders (COs) for items required to complete the delivery of service.
- Coordinate outage window with customer for any change management requests.

m. Project Exclusions and Exceptions

Unless explicitly included in the executed Service Order Attachment, the following tasks are specifically excluded. Additionally, any activity not explicitly defined within the SOW is also specifically excluded.

- Parts, equipment or software not covered by vendor/manufacture warranty or support.
- The cost of any parts or equipment.
- The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- The cost of any third-party vendor or manufacturer support or incident fees of any kind.
- The cost to bring Customer environment up to minimum standards required for Services.
- Failure due to acts of God, building modifications, power failures, actions of State or third-party personnel, Force Majeure, or other adverse environmental conditions or factors.
- Service and repair made necessary by the alteration or modification of equipment other than that authorized.

n. Acceptance of Service Agreement

This proposal covers only those Professional Services and tasks listed in Section 2. Additional equipment and/or services not listed in the Amendment must be added by executing a written contract amendment pursuant to section 20 (Changes) of RFP2000002010. Pricing for a project is based upon the Equipment and Services specified in an executed Service Order Attachment or Change Order Form. Requests to add or delete Equipment or Services after the execution of a Service Order Attachment must be submitted via Change Order and may result in an adjustment to Customer's fee.

o. Completion Criteria

AT&T will have satisfied its obligations to the customer when the applicable tasks listed under Section 2 are completed.

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p. Schedule of Charges

Pricing is set forth in Appendix C. The Equipment, Software, Services and charges applicable to a specific project shall be shown in the executed Service Order Attachment.

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Appendix A: - AT&T PROPOSED CHANGE ORDER

Type of Request:	
Initiator (Company):	
Change Request Received by:	
Price Impact:	
AT&T Additional Resources Req'd:	

Task Description:

Other information related to Change:

Impact of Change

Provide a description of the impact of the change (increase in duration, delay in start, cut-over date change, added dependency, additional resources required change to design, change to baseline solution, other).

AGREED and ACCEPTED:

CUSTOMER:

By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

AGREED and ACCEPTED:

AT&T:

By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

APPENDIX B: Manufacturer EULA and Warranty

DEFINITIONS.

a. The term "Product(s)" shall mean SecureLogix's hardware products (including any software contained therein), separately provided software products, documentation, equipment and items and the services ("Services") described on SecureLogix's published or established price list from time to time (the "Price List"). The Product(s) and the SecureLogix software and documentation, whether integral to the Product(s) or furnished on a standalone basis are subject to the licensing provisions contained herein. SecureLogix reserves the right to correct errors in its Price List and any Order(s) (as hereinafter defined below) derived therefrom but such corrections shall not apply to any Orders previously accepted by SecureLogix. Software programs provided by others that are included with or incorporated into the Product(s) are subject to the provider's license provisions.

b. "Order" shall mean an order for Product(s) or Services submitted to SecureLogix, which, upon written acceptance by SecureLogix, shall become a binding contract for SecureLogix to sell and deliver and for Customer to purchase and pay for the Product(s) and/or Services described in the Order. An Order may consist of the Proposal (as hereinafter defined below) that SecureLogix has provided to Customer if the Proposal is accepted without modification and within the period specified in the Proposal. An Order may also be issued on Customer's purchase order or other form document; provided, however, that Customer's purchase order or other form document shall not alter, vary, amend, supplement or interpret the provisions of this Agreement.

c. "Proposal" shall mean the written offer to Customer created by SecureLogix that describes the Product(s) and/or Services, the prices for the same, the anticipated delivery or commencement date, the work to be performed by SecureLogix for Customer and such additional information as may be included in the Proposal. All Proposal(s) are made subject to the terms and conditions stated herein.

2. SCOPE OF LICENSE FOR CUSTOMER'S USE OF PRODUCT(S).

a. Subject to the provisions of this Agreement, upon the payment of any applicable fee(s), SecureLogix grants to Customer a nonexclusive, non-transferable license to use the Product(s) including any future versions, improvements, updates or enhancements that SecureLogix may supply in the future, solely for the performance of services for itself or third parties and the creation of reports in connection with such services. Customer shall use the Product(s) only in accordance with the quantity provisions specified in the Order accepted by SecureLogix. Separately provided SecureLogix software may only be used on a single designated unit of equipment and in accordance with the provisions of this Agreement.

b. Customer may make a reasonable number of archival copies of separately provided software Products.

c. Customer may not reverse engineer, de-compile, disassemble, or otherwise translate any Product(s) or use the Product(s) to prepare other hardware or software products or works.

d. Customer agrees to the provisions of this license and Customer affirmatively acknowledges and understands that the Product(s) contain cryptographic software subject to export controls under the United States Export Administration Regulations ("U. S. Regulations") and that Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of or re-export the Product(s) (including any documentation or technical data related thereto). Product(s) are classified as telecommunications/networking equipment pursuant to U. S. Regulations and subject to Export Control Classification Number 5A002A.1 which authorizes export or re-export to most government and commercial end users located in all territories except the embargoed destinations and countries designated as supporting terrorist activities listed in Part 746 of the EAR as embargoed destinations requiring a license.

e. SecureLogix provides the Product(s) to non-DOD agencies with RESTRICTED RIGHTS and documentation is provided with LIMITED RIGHTS. Use, duplication or disclosure by the Government is subject to the restrictions as set forth in subparagraph "C" of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19 (June 1987). In the event the sale is to a DOD agency, the government's rights in software, supporting documentation and technical data are governed by the restrictions in the Technical Data Commercial Items clause at DFARS 252.227-7015 (Nov. 1995) and subpart DFARS 227.7202-3.

3. TECHNICAL SUPPORT. The following provisions will apply when SecureLogix accepts an Order for technical support ("Technical Support"). Technical Support shall be available from SecureLogix to Customer via SecureLogix's designated toll-free number during business hours (7:00 a.m. to 7:00 p.m. U.S.A. Central Time, Monday through Friday, national holidays excepted) for minor problems and technical assistance.

4. SECURELOGIX SOFTWARE MAINTENANCE. The following provisions will apply when SecureLogix accepts an Order for SecureLogix software maintenance ("Software Maintenance"). SecureLogix Software Maintenance includes revisions and new releases to the SecureLogix software but does not include future products having differing functionality or features. Such future products will be made available to Customer in accordance with SecureLogix's then existing terms, conditions and fees.

5. CONSULTING AND/OR TRAINING SERVICES. The following provisions will apply when SecureLogix accepts an Order to provide training services ("Training Services") and/or consulting services ("Consulting Services"). Training Services and/or Consulting Services shall consist of and be performed in accordance with the scope of work and dates set forth in the Order and in accordance with SecureLogix's then existing terms, conditions and fees.

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6. EQUIPMENT SERVICES. The following provisions will apply when SecureLogix accepts an Order to provide installation and/or maintenance for the hardware component of the Product(s) ("Equipment Services"). Installation Services will be performed as mutually agreed in the accepted Order. Requests for Equipment Services for the Product(s) shall be made to SecureLogix via SecureLogix's designated toll-free number. Following SecureLogix's verification of a hardware problem, a Return Material Authorization ("RMA") number will be issued to Customer. The RMA will authorize Customer to receive an exchange unit on a freight prepaid basis. Customer shall return the malfunctioning Product(s) (or a component thereof) to SecureLogix by second business day delivery, freight prepaid by SecureLogix and shall be responsible for payment to SecureLogix of the published price of any units not returned within five (5) business days following receipt of the exchange unit by Customer. After the warranty period and if Equipment Services are not provided on a contract basis, Customer shall be responsible for all freight charges for the returned Product(s). Supplies and expendable items shall be provided in accordance with SecureLogix's prices in effect on the date shipped. Equipment Services that are outside those specified herein, shall be on a time, materials and transportation basis at SecureLogix's prices in effect at the time such Equipment Services are provided and the provision of such non-contracted Equipment Services shall be at the discretion of SecureLogix and shall be subject to the availability of personnel and parts. All parts or units that are replaced by parts or units provided by SecureLogix on an exchange basis shall become the property of SecureLogix and the part or unit supplied by SecureLogix shall become the property of Customer. Parts or units that are provided by SecureLogix may be new or refurbished parts or units that are functionally equivalent to new parts or units and may be from different sources than the original equipment manufacturer. Maintenance aids, including, but not limited to, software or documentation utilized by SecureLogix are either SecureLogix's property or property of third parties. No license or right to use any such maintenance aids is granted hereunder.

7. CUSTOMER RESPONSIBILITIES. Customer shall, at its expense, prepare and maintain the site where the Product(s) will be used in accordance with the published specifications for operating environments and perform those tasks set forth in an Order for the Product(s). Customer assumes the full responsibility to back-up and/or otherwise protect its data against loss, damage or destruction before Services are performed by SecureLogix. Customer also agrees to permit prompt access to equipment consistent with Customer's generally applicable standard security requirements and to provide reasonable assistance and facilities so as to expedite the performance of Services by SecureLogix. Customer shall provide SecureLogix with an accurate description of all communication lines, modems, networks, software and other devices and related items (collectively, "Devices") that may be necessary for SecureLogix to access during the performance of Services or the provision of any deliverables hereunder. Customer hereby authorizes SecureLogix to access the Devices for the purposes of performing such Services or providing such deliverables. Customer warrants that it owns or possesses all rights necessary to authorize SecureLogix to access such Devices.

8. SHIPPING AND DELIVERY. Shipping dates will be established by SecureLogix upon acceptance of Orders from Customer. Shipping dates will be assigned as close as practicable to Customer's requested date based on SecureLogix's then-current lead times for the Product(s). SecureLogix will use commercially reasonable efforts to notify Customer of the scheduled shipping date within ten (10) working days after acceptance of an Order. Unless given written instruction by Customer, SecureLogix shall select the carrier. Delivery terms are FOB destination or as otherwise agreed in the Order. SecureLogix shall not be liable for delay in delivery caused by the carrier.

9. PRICES AND FEES. The prices and/or fees for Product(s) and Services provided during the term of this Agreement shall be in accordance with the provisions set forth on the Price List.

10. EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY.

a. SecureLogix's exclusive limited Product(s) warranty is that the Product(s), under normal use and service, will substantially perform all of the functions described in the specifications for the Product(s). The warranty period is one (1) year from date of delivery of the Products. In the event SecureLogix breaches this warranty, Customer's exclusive remedy shall be, at SecureLogix's option and expense, (i) SecureLogix shall correct any discrepancy in performance that materially impairs the functionality of the Product(s), or (ii) SecureLogix shall refund the price paid to SecureLogix for the Product(s) provided that Customer returns the Product(s) (freight prepaid by SecureLogix) within thirty (30) days of the discovery of the discrepancy during the warranty period.

b. With respect to Services, SecureLogix's exclusive warranty is that, the Services shall be performed in a workmanlike fashion. In the event SecureLogix breaches this warranty, Customer's exclusive remedy shall be, at SecureLogix's option and expense, (i) to have SecureLogix correct such Services within ninety (90) days of the performance of the Services or (ii) SecureLogix shall refund the price paid for the applicable portion of the Services.

c. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SECURELOGIX MAKES NO REPRESENTATION OR GUARANTEE WHATSOEVER AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE NOR DOES SecureLogix MAKE ANY REPRESENTATION AS TO PREVENTING OR RESOLVING ANY PROBLEMS OR PRODUCING ANY SPECIFIC RESULTS.

11. LIMITATION OF LIABILITY.

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a. EXCEPT FOR CUSTOMER'S BREACH OF SECTION 2.c. ABOVE, NEITHER PARTY SHALL HAVE ANY LIABILITY UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. EXCEPTING SECURELOGIX'S OBLIGATIONS CONCERNING INFRINGEMENT SET FORTH IN SECTION 12 BELOW, IN NO EVENT SHALL SECURELOGIX'S LIABILITY ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE EXCEED THE LESSER OF CUSTOMER'S ACTUAL AND DIRECT DAMAGES OR THE AMOUNTS PAID TO SecureLogix or AT&T as its authorized reseller BY CUSTOMER for the Products.

12. EXCLUSIVE PROVISION REGARDING INFRINGEMENT. SecureLogix's exclusive warranty regarding infringement is that SecureLogix has developed the Products and deliverables and/or has all right, title and interest in and to the Products and deliverables necessary to grant the rights under this Agreement and that the Products and deliverables do not infringe any United States patent, copyright or trade secret. SecureLogix agrees to defend Customer against a lawsuit and pay all damages, costs and reasonable attorney's fees finally awarded against Customer resulting from any claim that any Products or deliverables created or provided by SecureLogix infringe any of the foregoing provided that Customer gives SecureLogix prompt written notice of any claim, and provides reasonable cooperation to SecureLogix in the investigation and defense of such claim and grants SecureLogix exclusive control of the defense and settlement thereof; further provided, however, that no such claim or action in which Customer is named as a defendant may be settled or compromised without Customer's express written consent, which may be conditioned upon the execution of a release of all claims against Customer by the party bringing such claim or action but which shall otherwise not be unreasonably withheld or delayed by Customer. In the event of any such infringement, SecureLogix shall, at its option and expense, either (i) replace or modify the Products or deliverables so that they become non-infringing, or (ii) accept return of the Products or deliverables and refund an amount equal to Customer's depreciated value of the returned items found to be infringing. SecureLogix shall have no liability for infringements caused in whole or in part by Customer, third parties not hired by SecureLogix or alterations or combinations not reviewed and approved in writing in advance by SecureLogix or that are not performed or provided by SecureLogix. The foregoing constitutes the exclusive warranty of SecureLogix and exclusive remedy of Customer with respect to any claim or action for infringement. Customer may fully participate in the defense and/or settlement or compromise of any claim of infringement at Customer's expense.

13. SECURELOGIX'S EMPLOYEES. SecureLogix reserves the right to determine which of its employees will be assigned to a particular project, to replace or reassign such employees and/or subcontract to qualified third persons part or all of the performance of any Services requested hereunder. Customer may request the removal or reassignment of SecureLogix's employees on a nondiscriminatory basis at any time and SecureLogix will promptly provide a suitable replacement. SecureLogix's employees will comply with all generally applicable work and security rules of Customer.

14. FORCE MAJEURE. SecureLogix shall not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including, without limitation, lack of cooperation or assistance by Customer, labor difficulties, fire, accident, act of the public enemy, war, public disturbances, sabotage, transportation delay, shortage of raw material, energy, or machinery, or act of God, government or the judiciary or information or telecommunications systems disruption caused by a third party that materially impairs SecureLogix's performance hereunder.

15. INDEPENDENT CONTRACTORS. The parties' relationship during the term of this Agreement shall be that of independent contractors. Neither party shall have, nor shall represent that it has, any power, right or authority to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other or in such other party's name, except as herein expressly provided. Nothing stated in this Agreement shall be construed as constituting a partnership, joint venture or as creating the relationships of employer/employee, franchisor/franchisee or principal/agent between the parties.

16. NOTICES. All notices shall be in writing and all notices and payments shall be sent to the recipient at its respective address set forth above or to such other address as may, from time to time, be designated by written notice. Each party agrees to promptly provide written notice of the specifics of any claim of breach or for damages and to provide the other with a reasonable opportunity to investigate and cure any curable matter.

17. WAIVER. Any waiver of any breach of this Agreement shall not be effective unless set forth in a writing signed by an officer of the waiving party.

18. TERM. This Agreement shall be effective as of the last date written below and shall continue until Customer ceases to use the Product(s) or the date of Customer's breach of any of the provisions of this Agreement at which time Customer's rights hereunder shall terminate.

19. ASSIGNMENT. Other than to an affiliate of Customer, Customer may not assign, sub-license, transfer, pledge, lease, rent, or share the Product(s) or Customer's rights under this Agreement.

20. [reserved]

21. REJECTION OF U.N. CONVENTION. THE PARTIES AGREE THAT THE PROVISIONS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, UNIFORM COMPUTER INFORMATION

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TRANSACTIONS ACT, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT, THE UNIFORM ELECTRONIC TRANSACTIONS ACT, ANY STATUTORY ADOPTIONS OR EQUIVALENTS OF THE AFOREMENTIONED ACTS AND CONVENTION, AND ANY OTHER LAWS OR REGULATIONS OF ANY STATE OR COUNTRY RELATED TO ELECTRONIC CONTRACTS, ELECTRONIC SIGNATURES, OR ELECTRONIC RECORDS SHALL NOT APPLY TO THE PARTIES, ANY ORDER OR THIS AGREEMENT.

22. ENTIRE AGREEMENT. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia excluding its conflicts of laws rules and jurisdiction shall reside in the state courts within Fairfax County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division. This Agreement constitutes the entire agreement between the parties and may only be modified by a written instrument executed by an authorized officer of both parties. All proposals, negotiations and representations (if any) made prior, and with reference to the subject matter of this Agreement, are merged herein. This Agreement may be executed in two (2) or more counterparts and each counterpart will be deemed an original, but all counterparts together will constitute a single instrument. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. Neither SecureLogix nor Customer shall be bound by any oral agreement or representation, irrespective of when made. This Agreement, together with any Order accepted by SecureLogix that conforms to this Agreement, is the complete statement of the terms and conditions that apply to the subject matter of this Agreement. SecureLogix and Customer agree that use of preprinted forms, such as purchase orders or acknowledgments, are for convenience only and all terms and conditions stated thereon, except for the information requested by this Agreement, are void and of no effect. In the event of any conflict between this Agreement and the terms and conditions on an Order, this Agreement will govern. A facsimile or imaged copy of this Agreement (including the facsimile or imaged signatures of the parties' representatives thereon) shall for all purposes be deemed equivalent to an original (including the original signatures of the parties' representatives thereon).

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Attachment 1 to Appendix B: - HOSTING SERVICES STATEMENT OF WORK

This Hosting Services Agreement ("HSA") describes the **ETM® System Management Server Hosting Service** ("Hosting Services") to be performed by **SecureLogix Corporation** ("SecureLogix") upon issuance of a purchase order by Customer.

Scope of Work:

SecureLogix will provide ETM Management Server Hosting Services for the Customer's installed ETM® Appliances at the sites in Customer's Service Order Attachment listed below. Hosting Services are limited to the sites and telecom spans listed below in the Service Order Attachment. A span is a license port for one T1/E1 Circuit or one ETM analog appliance. The number of concurrent call sessions is the total number of license concurrent SIP call sessions at the named site.

Site	Spans/Concurrent Call Sessions
Defined in Service Order Attachment	Defined in Service Order Attachment

Table 1

Notes for Table 1: A span is a licensed port for one T1/E1 circuit or one ETM analog appliance. The number of concurrent call sessions is the total number of licensed concurrent SIP call sessions at the named site.

1. Service Description:

SecureLogix will provide a continuously available ETM Management Server instance and supporting database server resources to support remote connectivity from Customer-owned ETM Appliances installed at Customer sites as described in this agreement. The ETM Management Server instance also supports remote connectivity for authorized ETM System Console connections from Customer locations.

The Hosting Service provides a hosted ETM Management Server instance but does not include operation or administration of Customer's ETM System.

2. Definition of Terms:

"Eligible Customer" is any Customer who has purchased hosting services, has executed a valid HSA, and has an account that is up to date on all non-disputed payments and in compliance with the terms and conditions of the applicable HSA.

"Server Resource" is defined as a virtual computing resource used to implement the hosted ETM Management Server and associated database. At the sole discretion of SecureLogix, server resources for this HSA may be physically located on SecureLogix premises or at a third-party hosting provider. In either case, the server resources are managed by SecureLogix and access is restricted to SecureLogix employees.

"System Software" is defined as the operating system, database applications, and ETM System Software furnished by SecureLogix and related to delivery of these services.

"Service Credit" means a Customer's right to receive a portion of the monthly recurring fee as a credit towards Customer's account in accordance with this HSA. This credit shall be Customer's exclusive remedy for SecureLogix's failure to satisfy the guarantees described in this HSA.

"Notice Time" means the point in time that a problem pursuant to this HSA is noted by SecureLogix or reported to SecureLogix by the Customer.

"Normal Business Hours" are defined as Monday through Friday from 8:00 AM to 5:00 PM Central Time, excluding holidays listed at http://www.securelogix.com/common/SLC_Holidays.pdf.

3. Terms and Conditions:

The following terms, conditions, and remedies apply regarding this service.

a. SecureLogix will provide:

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- **Server Resources.** SecureLogix will provide appropriate server resources to host the Customer's ETM Management Server and supporting database.

SecureLogix will use commercially reasonable efforts to make server resources available with a monthly uptime percentage of at least 99.5% during any calendar month. ETM Appliances are fault tolerant and continue to enforce ETM System Security Policy and log call records during loss of connectivity to the ETM Management Server; however, the ability to generate specific alerts and reports will not be available during an ETM Management Server outage.

Remedy: In the event that Customer's ETM Management Server becomes unavailable and SecureLogix is unable restore service by close of business on the next business day, Customer is entitled to 25% of the monthly recurring charge for each business day the ETM Management Server is not available for use. Total credit for all events in any calendar month is limited to 100% of the Customer's monthly recurring charge.

- **Operating System and Patches.** SecureLogix will furnish and maintain a compatible operating system on the Customer's assigned server resources. SecureLogix will install routine patches and updates to the operating system on at least a quarterly basis. SecureLogix will make every reasonable effort to promptly install critical patches and updates to the operating system. The determination of critical and routine operating system updates is determined at the sole discretion of SecureLogix and SecureLogix will have no liability with respect to such determination.
- **Database Software and Patches.** SecureLogix will furnish and maintain appropriate database software to support Customer's hosted ETM Management Server. SecureLogix will install updates to database software on a quarterly basis.
- **ETM® System Software and Patches:** SecureLogix will furnish and maintain the appropriate ETM System software to support Customer's hosted ETM Management Server. Although SecureLogix routinely releases patches and updates to the ETM System software, SecureLogix will, on a case-by-case basis, determine whether a given update is applicable to Customer's specific implementation. The determination of whether to install an update is at the sole discretion of SecureLogix and SecureLogix will have no liability with respect to such determination. Some software updates may require installation of updated ETM System Console client software on Customer's workstations, in which case SecureLogix will provide software media, installation documentation, and telephonic support. Onsite upgrade of ETM Client software is not included in the Hosting Service. SecureLogix will provide at least 30 days' notice prior to any upgrade that requires upgrade of ETM System Console Software. SecureLogix may, at its sole discretion, also update the Customer's ETM Appliance software if required for a specific ETM Server release. SecureLogix will provide at least 30 days' notice prior to any Appliance software update unless otherwise agreed.
- **Networking Resources:** SecureLogix will furnish and maintain networking resources to support continuously available connectivity between Customer's ETM Appliances and the ETM Management Server instance. SecureLogix will use commercially reasonable efforts to make networking resources available with a monthly uptime percentage of at least 99.5% during any calendar month. ETM Appliances continue to enforce ETM System Security Policy and log call records during loss of connectivity to the ETM Management Server; however, the ability to generate specific alerts and reports will be unavailable during a networking outage.

Remedy: In the event that Customer's ETM Management Server instance becomes unavailable due to networking problems originating in the SecureLogix hosting environment and SecureLogix is unable restore service by close of business on the next business day, Customer is entitled to 25% of the monthly recurring charge for each business day the ETM Management Server is not available for use. Total credit for all events in any calendar month is limited to 100% of the Customer's monthly recurring charge.

- **Database Storage, Availability, Backup, and Restoral:** SecureLogix furnishes up to one year of online call record storage in the Customer's database instance. Call records older than one year will be automatically purged and cannot be recovered. The data retention period can be increased at additional cost. (See your account manager for pricing.) The Customer's database instance is implemented in a High-Availability configuration, with the primary database continuously replicated to a secondary server resource. In the event of a primary failure, failover to the secondary server occurs automatically with no interruption of service. The

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database is backed up daily and the fault tolerant design of the ETM Appliance ensures that there will be no loss of call records in the event that the database is restored from a backup.

Remedy: *In the event that Customer's ETM Management Server instance becomes unavailable due to unavailability of database resources and SecureLogix is unable restore service by close of business on the next business day, Customer is entitled to 25% of the monthly recurring charge for each business day the ETM Management Server is not available for use. Total credit for all events in any calendar month is limited to 100% of the Customer's monthly recurring charge.*

Remedy: *In the event that a database failure results in the loss of call records or other critical information, Customer is entitled to a service credit of \$250.*

- **System Monitoring and Notification:** SecureLogix will monitor the Customer's ETM Management Server and database instances for normal operation. If an outage occurs, SecureLogix will notify the designated Customer Point of Contact (POC) within four (4) hours during normal business hours or the next business day for after-hours issues, noting the outage along with the status of resolution efforts and an estimated time of return to operation. For prolonged outages, daily status updates will be provided until the outage is corrected.

Remedy: *In the event that SecureLogix should fail to provide notifications as described above, and such failure directly and adversely affects Customer's hosted system, Customer is entitled to a service credit of \$250.*

b. Customer Responsibilities:

- The Customer is responsible for operating and managing Customer's ETM System, including application administration. Services provided by SecureLogix under this HSA are limited to furnishing and maintaining a hosted ETM Management Server instance.
- The Customer shall provide names and contact information of designated Points of Contact (POCs) who will receive notification of system errors. The Customer will update the POC information as changes occur.

4. Technical Support and Escalation:

SecureLogix will provide technical support for the hosted ETM Management Server in accordance with terms and conditions in this HSA. Use the following information to contact SecureLogix for technical support or to reach an escalation POC.

a. Technical Support:

- Support for the Customer's hosted ETM Management Server is provided by SecureLogix Customer Support via email support@securelogix.com, web <http://support.securelogix.com/index.htm>, and phone at 1-877-752-4435.

b. Escalation Points of Contact

In the event the Customer believes escalation of a Hosted Services issue is required, the following contacts should be engaged in the order in which they appear below:

- **MSSV Service Escalation Contact:**
Mario De Leon
Manager, Voice Security and Management Operations
210-546-1057 mobile
mdeleon@securelogix.com
- **SecureLogix Services Management Escalation Contact:**
Doug Hall
Senior VP of Services and Operations
210-546-1063 mobile
dhall@securelogix.com

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5. Limitations:

A maximum of one credit per individual service-level measurement per month will be granted to Customer. For service credits based on a percentage of monthly recurring charges, Customer is limited to a maximum of 100% of the monthly recurring charge in any calendar month for all events.

SecureLogix is not responsible for and will not issue services credits for service outages caused by equipment, services, or systems maintained or administered by the Customer.

6. Customer Requests

a. Customer Credit Requests

Eligible Customers requesting credits must submit a written request to their SecureLogix Account Manager within 7 days following the incident for which Customer is requesting credit. SecureLogix will contact the Customer within 30 calendar days to either approve the credit, deny the credit, or request additional information. If SecureLogix approves Customer's credit request, such credit will appear on the next invoice following approval.

b. Customer Data Requests

Within 10 business days of each twelve-month MSSV period of service, SecureLogix shall provide Customer a complete export in the form of a CSV file of all CDR in the database collected by the ETM System. The file shall contain one line for each call and each line shall contain the following elements: date and time, source telephone number, destination telephone number, and call duration. The CSV file shall be provided via a secure file transfer method to be mutually agreed upon with Customer. One CDR export per year is included in this Hosting Agreement; additional data requests will be separately invoiced and billed on a time-and-materials basis, subject to section 20 (Changes) of RFP2000002010.

c. Customer Data Removal Requests

Upon the termination of this hosting agreement or written request by the Customer, SecureLogix shall delete all Call Detail Records and any other Customer information from the SecureLogix server and database resources used to furnish the Hosting Service. SecureLogix shall notify Customer POCs by email upon completion of the data removal process.

7. Data Privacy

SecureLogix shall use commercial best practices to ensure the confidentiality and security of Customer information, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access or disclosure of information.

SecureLogix shall ensure that Customer information is encrypted while in transit between Customer-premises ETM System components and hosted ETM Management Server resources. SecureLogix shall restrict disclosure of Customer information solely to SecureLogix employees who have a need to know such information, and shall advise such persons of their confidentiality obligations with respect thereto.

8. Exclusive Remedies:

Customer's right to receive service credits as described in this HSA is their sole and exclusive remedy for any failure by SecureLogix to meet the guarantees and warranties described herein.

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Attachment 2 to Appendix B: - MANAGED SECURITY SERVICE FOR VOICE ("MSSV") STATEMENT OF WORK

This Statement of Work ("SOW") describes ETM® System **Managed Security Service for Voice ("MSSV")** to be performed by **SecureLogix Corporation ("SecureLogix")**, upon issuance of a purchase order by **Customer**.

1 Introduction:

The SecureLogix® MSSV service provides a managed capability to visualize, detect, and mitigate threats to your voice network. Our consultants provide expert guidance and best-practice recommendations to profile new and emerging threats and build, deploy, and manage enterprise-wide Unified Communications (UC) security policies.

2 Scope of Work:

SecureLogix will provide the MSSV service for the production ETM System environment described in a Service Order Attachment. Any developmental, quality assurance (QA), lab, or other non-production systems not listed below are outside the scope of Service Order Attachment. SecureLogix® product licensing is based on trunk capacity measured in TDM spans (T1/E1), SIP concurrent calls, or groups of 24 analog channels. This MSSV service is limited to the licensed trunk capacity at the locations listed below. A span is a license port for one T1/E1 circuit or one ETM analog appliance. The number of concurrent call sessions is the total number of licensed concurrent SIP call sessions at the named site.

Site	Spans/Concurrent Call Sessions	Server Site
Defined in Service Order Attachment	Defined in Service Order Attachment	Defined in Service Order Attachment

Table 1

Notes for Table 1: A span is a licensed port for one T1/E1 circuit or one ETM analog appliance. The number of concurrent call sessions is the total number of licensed concurrent SIP call sessions at the named site.

3 Fees and MSSV Period:

Refer to the Service Order Attachment developed for a customer for a complete description of all fees, billing, and period of performance.

4 MSSV Service Description:

The MSSV service is limited to the deliverables, components, tasks, and functions described in the Customer's Service Order Attachment. Following is a complete list of the tasks and components included in the MSSV.

a. **ETM Management Server Application Administration.** SecureLogix will administer the Customer's ETM Management Server Application for the duration of the period of performance. Application administration tasks shall include the following:

- **Application and Appliance Management and Administration**—ETM Management Server Application operation, administration, and management tasks necessary to ensure reliable delivery of the service.
- **Fault Detection**—Monitoring, analysis, and corrective action for ETM System faults.
- **Maintenance of Key Data Sources**—Installation, configuration, updating, and maintenance of dialing plans, CCMI data (telephone number location information), and call blocking lists (blacklists, white lists and harassing callers).
- **Remote ETM System Software Upgrades**—Includes remote installation of major and minor upgrades to the ETM Management Server application and ETM Appliance software packages. Upgrades are only provided for the production ETM System and ETM Appliances listed in Table 1 in the Customer's Service Order Attachment. Certification testing or pre-deployment of updates into a QA or Test environment, which may be part of Customer's standard IT policies and procedures, are not included in the Service.

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PolicyGuru® Mediation Server Administration. SecureLogix will provide administrative services for the Customer's PolicyGuru Mediation Server for the duration of the period of performance. Tasks shall include the following:

- **Remote PolicyGuru Software Upgrades**—Remote installation of major and minor upgrades to the PolicyGuru System software. Upgrades are provided for the production PolicyGuru System listed in Table 1. Certification testing or pre-deployment of updates into QA or Test environments are not included in the Service.
- **PolicyGuru® Mediation Server**—Critical applications and services are monitored to ensure availability of the Service.
- **PolicyGuru® ENUM Servers and Other Ancillary Components**—Critical applications and services are monitored to ensure availability of the Service.

- b. **Service Monitoring.** SecureLogix will monitor the systems and services required to deliver the managed service. Monitored elements shall include the following:

- **ETM Management Service and Database Service**—Critical applications and services are monitored to ensure availability of the service.
- **ETM Appliances**—General health and status and network connectivity are monitored.
- **Telecom Circuits**—If the Customer chooses to use the ETM System to monitor health and status of the trunk resources listed in Table 1 in the Customer's Service Order Attachment, then SecureLogix will implement alerts to notify Customer-designated contacts in the event of telecom circuit outages.

- c. **Voice Intrusion Prevention System Policy Management.** Intrusion Prevention System (IPS) Policy provides the capability to generate notifications and enforce voice security policy on patterns of telephony activity across the Customer's enterprise. Unique calling patterns can indicate attacks, toll fraud, misuse/abuse, and other issues of concern. IPS Policy defines thresholds for count and/or cumulative duration of suspect calling patterns. When a threshold is exceeded, alerts are automatically generated to initiate investigation and mitigation of the threat.

SecureLogix will analyze telephone calling patterns and provide best practice recommendations. In consultation with the Customer, SecureLogix will develop, implement, and manage an effective IPS Policy to address voice network security and fraud mitigation. IPS Policy thresholds and alerts will be configured and tuned periodically as required.

The monitored elements in the IPS Policy include:

- **Total Inbound Calls (Enterprise-wide or IVR specific)**—Provides the first indication of unusual call volumes.
- **Outbound Long Distance (LD) or International (INTL) Calls**—Provides an indication of toll fraud.
- **Total Terminated Calls**—A sudden change in the normal number or rate of calls terminated by Firewall Policy is a major indicator of anomalous activity.
- **Countries of Interest**—Alerts on inbound or outbound calls to or from countries that may be of interest to the Customer.

- d. **Voice Firewall Policy Management.** Firewall Policy enforces a voice security policy for individual telephone calls across the Customer's enterprise. In consultation with the Customer, SecureLogix will develop, implement, and manage an effective Firewall Policy. Firewall Policy management includes the management of white lists (allow) and blacklists (log, alert, block). As part of the Service, SecureLogix will create a policy rule to enforce the SecureLogix-proprietary nuisance caller blacklist. Periodic updates to the list are included in the Service. The Service also includes a Voice Firewall policy rule to implement a Customer-specific harassing callers' rule. Subsequent updates to the Customer-specific list are handled through Service Change Requests as described in Section 5.

- e. **Incident Response.** SecureLogix will provide Incident Response for telecommunications attack and exploitation events detected by IPS policy alerts or reported by the Customer. The SecureLogix MSSV team will use ETM System monitoring and reporting capabilities to determine the scope and nature of the attack and then implement Voice Firewall and IPS policy rules to mitigate the attack. Incident Response is limited to issues that can be addressed using

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the ETM System's features and capabilities. The Customer is responsible for any configuration changes to Customer's telecommunications infrastructure that may be required to address vulnerabilities identified during the Incident Response. In the context of Incident Response; an "incident" is defined as an issue that is transient in nature (as opposed to an ongoing or persistent issue), that can be mitigated or resolved through the use of policy-based features and capabilities in the ETM System as deployed on the Customer's network, in a manner that is otherwise in accordance with the Customer's Service Order Attachment. SecureLogix and the Customer will work together to classify issues as "incidents" or "ongoing issues". Ongoing issues are managed through Customer Change Requests as defined in Section 5 below.

5 Customer Service Change Requests.

The MSSV Service includes up to fifteen (15) Customer-initiated Service Change Requests per month.

Change requests are limited to the following:

- **Customized Reports**—Create or modify a custom report using the ETM System reporting capability. This may include scheduling for recurring delivery to a managed list of Customer recipients.
- **Targeted Analytics**—Detailed analysis of call records for specific internal or external telephone numbers.
- **Masking and Redirection Policy**—Create or modify a masking and redirection policy rule.
- **Customer Requested IPS Rule**—Create or modify a custom IPS rule.
- **Customer Requested Voice Firewall Rule**—Create or modify a Voice Firewall rule or the blacklist/white list associated with the rule.
- **Redirection Policy**—Create or modify a redirection policy rule for incoming or outgoing calls.
- **Customer-Requested IPS Rule**—Create or modify a custom IPS rule. IPS rules provided by change request do not include monitoring by SecureLogix or Incident Response. Custom IPS rules are used to notify Customer personnel.
- **Customer-Requested Voice Firewall Rule**—Create or modify a Voice Firewall rule or the blacklist/white list associated with the rule. Firewall rules provided by change request do not include monitoring by SecureLogix or Incident Response. Custom Firewall rules are used to notify Customer Personnel.

6 Recurring Deliverables

MSSV service deliverables include an Automated Monthly Scorecard report with detailed analytics and a summary of the Customer's current voice security posture. As part of the Service Initiation Tasks described in Section 7, SecureLogix will provide an online meeting to familiarize Customer personnel with the MSSV service and provide a detailed description of the content provided in the Automated Monthly Scorecard.

The Automated Monthly Scorecard includes the following elements:

- **Security Posture**—Indicates the status of the individual security policy elements deployed on the Customer's system. It may take up to 60 days to complete analytics, recommend thresholds, and obtain authorization to deploy the initial policy.
- **Operations Posture**—Indicates the status of the processes and procedures needed to support the MSSV service, such as remote connectivity, customer contacts, and ad-hoc request/incident response processes.
- **General Statistics**—Includes an inventory of the deployed solution, operational Firewall and IPS Policy statistics, overall call volumes, and number of support cases opened/closed on the Customer's behalf in the preceding month and year-to-date.
- **Call Analytics**—Includes call pattern trends for several key toll fraud and security elements, along with a percentage change from last month, top callers, and top call detail records.

7 Service Delivery

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The Service begins, and the Period of Performance commences when SecureLogix begins the Service Initiation Tasks. When the Service Initiation Tasks are complete, then the Service is considered to be in the Ongoing Service Delivery phase. SecureLogix will endeavor to complete the Service Initiation Tasks as quickly as possible.

a. Service Initiation Tasks

- a. An online meeting to identify POCs and introduce the MSSV service.
- b. Service start-up tasks such as establishing secure connectivity, configuration and tuning of the Customer's ETM System for the Service, populating key data sets, and configuring the monitoring alarms and alerts to be delivered to SecureLogix.
- c. A comprehensive analysis of baseline reports to determine normal traffic patterns and establish initial recommendations for alert thresholds and security policies as defined in Section 4.
- d. A presentation to the Customer of findings and guided instruction on how to interpret the data elements in the Automated Monthly Scorecard.

b. Ongoing Service Delivery

- The Automated Monthly Scorecard lists current findings and recommendations.
- The Customer submits Service Change Requests to modify policies or to request ad-hoc or scheduled reports.

8 Customer-Hosted Server Platforms:

For engagements where the Customer hosts the ETM Management Server and ETM Database Server applications on Customer-provided server platforms, the following requirements apply:

- a. **Platform Administration**—The Customer is responsible for administration of the operating system and the Oracle Database application, including system and database backup and restore.
- b. **Secure Remote Access**—The Customer will authorize and assist in the establishment of a site-to-site VPN in order to provide SecureLogix personnel with unrestricted, 24X7 access to the ETM Management Server application. SecureLogix MSSV personnel shall have full administrative access to the host operating system and ETM Management Server application.
- c. **SMTP**—The Customer will configure an SMTP server as required to accept and forward email from the ETM Management Server to SecureLogix for the delivery of alerts and reports.
- d. **SNMP**—The Customer will configure their network as required to allow SNMP traps to be sent from the ETM Management Server to SecureLogix for delivery of system-level alerts.
- e. **Syslog**—The Customer will configure their network as required to allow Syslog messages to be sent from the ETM Management Server to SecureLogix for delivery of system-level alerts.
- f. **Database Connectivity**—The Customer will configure their network as required to allow inbound SQL access to the Oracle database in order to support monitoring and automated reporting.
- g. **Service-Level Monitoring**—SecureLogix recommends that the Customer implement service-level monitoring and include SecureLogix personnel on notification alerts for SIP based solutions.

9 Change Control Management:

The systems used in the delivery of the MSSV service are accessible to both the Customer and SecureLogix; therefore, a jointly agreed-upon process for change control management will be implemented to reduce the possibility of service outages.

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- a. **Notification**—SecureLogix will notify the Customer before making changes to the ETM System. The Customer will notify SecureLogix before making changes to the ETM System.
- b. **Updates and Patches**— SecureLogix will notify the Customer by email when ETM System software updates are available. SecureLogix will coordinate ETM System software update tasks with the Customer and only install updates after approval by the Customer.

10 Service Delivery Objectives:

SecureLogix will meet the following Delivery Objectives:

a. Service Change Requests

- i. Service Change Requests will be executed during business hours, which are defined as Monday through Friday from 8:00 AM to 5:00 PM Central Time (exclusive of holidays listed at http://www.securelogix.com/common/SLC_Holidays.pdf).
- ii. Service Change Requests will be acknowledged within one hour during business hours.
- iii. Service Change Requests received outside of business hours will be acknowledged the next business day.
- iv. Service Change Requests are generally completed within four business hours of receipt of the request; however, in all cases, requests will be completed by the end of the next business day following receipt of the request.

b. Incident Response

- i. Incident Response is available Monday through Friday from 8:00 AM to 5:00 PM Central Time (exclusive of holidays listed at http://www.securelogix.com/common/SLC_Holidays.pdf).
- ii. SecureLogix will notify the Customer of critical security policy alert threshold violations within one hour during business hours.
- iii. For security policy alerts and incidents occurring outside of the defined Incident Response Service Hours, SecureLogix will notify the Customer on a best effort basis, but in all cases no later than the next business day.

11 Notices and Limitations:

The following notices and limitations apply:

- a. The MSSV service may use proprietary service data (i.e., SecureLogix-maintained fraudulent and nuisance caller lists) that are only available to current MSSV customers. Upon termination of the Customer's MSSV service contract, SecureLogix may remove proprietary service data.
- b. Any configuration change to the ETM System required as a result of Customer's reconfiguration, expansion, migration, redesign, or any other change to Customer's voice or data networks is not included in the MSSV Service. A change to any host device by the Customer that requires changes to the ETM System is considered a network reconfiguration. SecureLogix support for Customer-initiated network reconfigurations will be separately invoiced on a time and materials basis, subject to section 20 (Changes) of RFP2000002010.
- c. Customer-initiated reconfiguration, expansion, migration, redesign, or any other change to Customer's voice or data networks is considered to be a Network Reconfiguration. Changes to the ETM System required as a result of a Network Reconfiguration are not included in the Service. SecureLogix support for Customer-initiated Network Reconfigurations will be separately quoted and invoiced on a time and materials basis, subject to section 20 (Changes) of RFP2000002010.
- d. Customer-initiated reconfiguration, expansion, migration, redesign, or any other change to Customer's voice or data networks is considered to be a Network Reconfiguration. Changes to the PolicyGuru System required as a result of a Network Reconfiguration are not included in the Service. SecureLogix support for Customer-initiated Network Reconfigurations will be separately quoted and invoiced on a time and materials basis, subject to section 20 (Changes) of RFP2000002010. Any changes to a defined Service Order Attachment will require the use of a Change Order Appendix A to identify the changes to be made and any associated costs with those changes. No contractual terms and conditions may be added or changed by the aforementioned Change Order process.

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- e. The MSSV service is limited to the sites, spans, and concurrent calls listed in Table 1 in the Service Order Attachment. Any expansion to the ETM System during the period of performance including, but not limited to, the addition of new spans, concurrent call sessions, or sites is not included in the Customer's Service Order Attachment. MSSV coverage for a system expansion will incur additional charges and would require a Change Order, subject to section 20 (Changes) of RFP2000002010.
- f. The Voice IPS Policy and Voice Firewall Policy defined in Section 4 and the Recurring Deliverables defined in Section 6 are provided for the aggregate call traffic for the system described in Section 2. The Service does not include additional "per-site" policies, reports, or deliverables. However, the Customer may use Service Change Requests described in Section 5 to request site-level reports.
- g. ETM Management Server Administration does not include backups for systems installed on customer premises. SecureLogix personnel can provide guidance for effective backup policies but the Customer is responsible for implementing backup processes and procedures.
- h. Deliverables, materials, tasks, and functions not described in this document as part of the MSSV are outside of the scope of the Customer's Service Order Attachment. Out-of-scope work, if agreed to and accepted by SecureLogix, will be separately invoiced on a time and materials basis, subject to section 20 (Changes) of RFP2000002010.

12 Required Customer Points-of-Contact:

The Customer will provide names, contact information and escalation points of contact for the key business functions detailed below.

a. **Customer Primary POC**—This is the main Customer POC responsible for the overall service relationship:

- Primary: Name: _____
Title: _____
Direct: _____
Mobile: _____
Email: _____
- Backup: Name: _____
Title: _____
Direct: _____
Mobile: _____
Email: _____

b. **Service Change Authorization Officials**—The following Customer POCs are approved to authorize Service Change Requests, security policy approvals, and call terminations:

- Primary: Name: _____
Title: _____
Direct: _____
Mobile: _____
Email: _____
- Backup: Name: _____
Title: _____
Direct: _____
Mobile: _____
Email: _____
- Backup: Name: _____
Title: _____

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Direct: _____
Mobile: _____
Email: _____

c. Telecom POC—Customer POCs for issues regarding telecommunications circuits and issues:

- **Primary:** Name: _____
Title: _____
Direct: _____
Mobile: _____
Email: _____
- **Backup:** Name: _____
Title: _____
Direct: _____
Mobile: _____
Email: _____

d. Network POC—Customer POCs for issues regarding networking issues:

- **Primary:** Name: _____
Title: _____
Direct: _____
Mobile: _____
Email: _____
- **Backup:** Name: _____
Title: _____
Direct: _____
Mobile: _____
Email: _____

e. Security POC—Customer POCs for issues regarding security:

- **Primary:** Name: _____
Title: _____
Direct: _____
Mobile: _____
Email: _____
- **Backup:** Name: _____
Title: _____
Direct: _____
Mobile: _____
Email: _____

13 SecureLogix® Services Contact and Escalation Procedure:

Use the following procedure to contact SecureLogix for MSSV services or to reach an escalation POC.

- c. Contact for MSSV—**Contact the SecureLogix MSSV team for any issues regarding voice system incidents, requests for voice system reporting, analytics, or issues with your Voice Firewall or Voice IPS security policies.

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- Change Requests—MSSV Service Change Requests are available Monday through Friday from 8:00 AM to 5:00 PM Central Time (exclusive of holidays listed at http://www.securelogix.com/common/SLC_Holidays.pdf).
- Incident Response—Incident Response is available Monday through Friday from 8:00 AM to 5:00 PM Central Time (exclusive of holidays listed at http://www.securelogix.com/common/SLC_Holidays.pdf).
- Email—Contact the MSSV Team by email at managedservices@securelogix.com
- Phone—Contact the MSSV Team by phone at 210-546-1110.

d. Escalation Points of Contact

- MSSV Service Escalation Contact
Mario De Leon
Manager, Voice Security and Management Operations
210-546-1057
mdeleon@securelogix.com
- SecureLogix Services Management Escalation Contact
Doug Hall
Senior VP of Services and Operations
210-546-1063
dhall@securelogix.com

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Appendix C: Equipment, Software and Services Unit Prices

The following pages contain prices for a variety of MSSV and ETM service components that are available from AT&T under this Amendment. All MSSV solutions will be based upon individual customer requirements. As a prerequisite for Customer or any related affiliate placing an order hereunder for Services listed below in Appendix C, first a solution design must be completed by AT&T and secondly, a Service Order Attachment must be created stating the total price for the specific project, and finally, said Service Order Attachment will be mutually executed by the parties.

Services - Monthly Recurring Charges

Description	# Units	Total # of Months	Monthly price	Total Annual Price
1 to 250 sessions SecureLogix® Essential Managed Security Service for Voice	1	12	\$1,462.50	\$17,550.00
Additional 100 Sessions for SecureLogix® Server Hosting Service	1	12	\$146.25	\$1,755.00
Additional 1000 Sessions for SecureLogix® Server Hosting Service	1	12	\$1,170.00	\$14,040.00
Additional 200 Sessions for SecureLogix® Server Hosting Service	1	12	\$243.75	\$2,925.00
Additional 50 Sessions for SecureLogix® Server Hosting Service	1	12	\$68.25	\$819.00
Additional 500 Sessions for SecureLogix® Server Hosting Service	1	12	\$585.00	\$7,020.00
SecureLogix® Server Hosting Service for Up to 100 Sessions	1	12	\$185.25	\$2,223.00
Monthly SecureLogix® Managed List Subscription	1	12	\$812.50	\$9,750.00
(1 to 10 spans) SecureLogix® Essential Managed Security Service for Voice	1	12	\$812.50	\$9,750.00
Monthly SecureLogix® Managed Security Service for Voice (MSSV) (ETM® System deployments 1501-2000 Sessions)	1	12	\$8,896.90	\$106,762.80
Monthly SecureLogix® Managed Security Service for Voice (MSSV) (ETM® System deployments 1001 -1500 Sessions)	1	12	\$6,804.70	\$81,656.40
Monthly SecureLogix® Managed Security Service for Voice (MSSV) (ETM® System deployments 500-1000 Sessions)	1	12	\$4,529.70	\$54,356.40
Monthly SecureLogix® Managed Security Service for Voice (MSSV) (ETM® System deployments 2001-3000 Sessions)	1	12	\$11,740.65	\$140,887.80
Monthly SecureLogix® Managed Security Service for Voice (MSSV) (ETM® System deployments 1-500 Sessions)	1	12	\$3,209.40	\$38,512.80
Monthly SecureLogix® Managed Security Service for Voice (MSSV) (ETM® System deployments 3001-4000 Sessions)	1	12	\$12,959.40	\$155,512.80
Recurring monthly fee to cover the costs of maintaining the B2B VPN and user credentials required to support the MSSV Service	1	12	\$966.90	\$11,602.80
SVC-MGD-FULL (custom quote) Includes all necessary components to provide a managed security service for voice. A three-year commitment is required. Billed monthly.	1	36	\$0.00	\$0.00
SVC-MGD-MSSV-ETM (custom quote) Comprehensive management, monitoring, and administration of the installed ETM® System for one site. One (1) Year Service Contract.	1	12	\$0.00	\$0.00
SVC-MGD-MSSV-PG (custom quote) Comprehensive management, monitoring and administration of an installed PolicyGuru® System. One (1) year service contract.	1	12	\$0.00	\$0.00
SVC-MSSV-ETM-XS (custom quote) Comprehensive management, monitoring and administration of an installed PolicyGuru® System. One (1) year service contract.	1	12	\$0.00	\$0.00

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Services - One-Time Charges

Description	Price Per Unit
ETM® System Administration Training (Administrator & Operator)	\$2,432.65
ETM® System Administration Training (Administrator & Operator)	\$2,432.65
ETM® System Computer-Based Training (CBT) Application; Per-User License	\$1,156.35
ETM® System Overview and Operation Online E-Learning Course Series Per-User One Year Subscription	\$1,156.38
Assisted Operate – 25 Hours	\$3,900.00
SecureLogix Field Engineer per hour	\$219.40
SecureLogix Project Management Labor per hour	\$219.40
ETM® System Engineer per hour	\$243.75
ETM® System Onsite Quick Start Services for new deployments	\$7,795.15
ETM® System Remote Quick Start Services for new deployments	\$3,071.25
Minimum Year 1 Service Initiation Fee for SecureLogix® Managed Security Service for Voice (MSSV) (PolicyGuru® Solution Deployments) (Plus 20% of year 1 MSSV Price)	\$31,562.50
Minimum Year 1 Service Initiation Fee for SecureLogix® Managed Security Service for Voice (MSSV) (PolicyGuru® Solution Deployments) (Plus 20% of year 1 MSSV Price)	\$18,437.50
Minimum Year 1 Service Initiation Fee for SecureLogix® Managed Security Service for Voice (MSSV) (PolicyGuru® Solution Deployments) (Plus 20% of year 1 MSSV Price)	\$39,437.50
ETM® 8540 Card Upgrade – Remote Per Card	\$390.00
ETM® 8540 Card Upgrade Setup Fee	\$487.50
ETM® Card Upgrade-Remote	\$48.75
ETM® System Upgrade - Remote	\$2,920.15
ETM® System & Oracle Upgrade - Remote	\$3,895.15
SVC-MGD-MSSV-INIT One-time service initiation fee = 20% of year 1 MSSV price	\$0.00
SVC-PM-LABOR-R01 Project Management services hourly rate	\$218.75
SVC-PROFESSIONAL System Engineer services hourly rate	\$243.75
SVC-IMPLEMENTATION-R01 - Implementation services hourly rate	\$270.00
SVC-QUICK-ST- ETM-OPTION A single two-day onsite quick- start service for new ETM® System deployments, to accelerate value realization. Must be executed concurrently with an onsite installation.	\$7,795.15
SVC-QUICK-ST-ETM-RM-R01 A single two-day remote quick- start service for new ETM® System deployments, to accelerate value realization.	\$3,071.25
SVC-TRAVEL-EXPENSE Travel and Expenses (including airfare, rental car, hotel, meals) Billed as Actuals	\$0.00
ETM-TRNG-EL-ESOO - Per-user one-year subscription for the ETM® System Overview and Operation course series on the online SecureLogix® E-Learning Portal. Custom quoted.	\$0.00

Hardware – One-Time Charges

Product ID	Description	# Units	Price Per Unit
ETM-1024-APPL	ETM® Analog Communications Appliance. 24 analog channels; 1U chassis. Session licenses sold separately.	1	\$1,867.85
ETM-1090-APPL	ETM® Digital Communications Appliance. One digital span for T1 PRI; T1 CAS; E1 PRI or E1 CAS; 1U chassis. Session licenses sold separately.	1	\$1,867.85

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ETM-2100-CHS-AC-R01	1U space-saver chassis with one (1) slot for one (1) Controller Module and one (1) Digital Trunk Interface Module pair to support up to four (4) digital spans	1	\$1,867.85
ETM-2100-EW-R01	One (1) year extended warranty for ETM® 2100 Chassis. First year hardware warranty included in purchase price.	1	\$183.98
ETM-3200-CHS-AC	2U High-density chassis with four (4) slots for 1-4 Controller Module and Digital Trunk Interface Module pairs to support from 1-16 digital spans	1	\$2,491.51
ETM-3200-CHS-DC	2U High-density chassis with four (4) slots for 1-4 Controller Module and Digital Trunk Interface Module pairs to support from 1-16 digital spans	1	\$2,491.51
ETM-APP-LG-HW-D	ETM® UTA or SIP Application Software & Hardware Bundle; Duplex; Large (5;001-10;000 Sessions). Price per data center; minimum 2 data center deployment. Includes ETM Management Server; Usage Manager and Performance Manager Applications. Does not include Management Server or Database host platform nor Oracle license. First year Customer Care included. Session licenses sold separately.	1	\$62,362.47
ETM-APP-LG-HW-S	ETM® UTA or SIP Application Software & Hardware Bundle; Simplex; Large (5;001-10;000 Sessions). Price per data center; minimum 2 data center deployment. Includes ETM Management Server; Usage Manager and Performance Manager Applications. Does not include Management Server or Database host platform nor Oracle license. First year Customer Care included. Session licenses sold separately.	1	\$56,125.91
ETM-APP-MED-HW-D	ETM® UTA or SIP Application Software & Hardware Bundle; Duplex Medium (1;001-5;000 Sessions). Price per data center; minimum 2 data center deployment. Includes ETM Management Server; Usage Manager and Performance Manager Applications. Does not include Management Server or Database host platform nor Oracle license. First year Customer Care included. Session licenses sold separately.	1	\$37,416.24
ETM-APP-MED-HW-S	ETM® UTA or SIP Application Software & Hardware Bundle; Duplex Medium (1;001-5;000 Sessions). Price per data center; minimum 2 data center deployment. Includes ETM Management Server; Usage Manager and Performance Manager Applications. Does not include Management Server or Database host platform nor Oracle license. First year Customer Care included. Session licenses sold separately.	1	\$31,179.68
ETM-APP-SM-HW-D	ETM® UTA or SIP Application Software & Hardware Bundle; Duplex; Small (501-1;000 Sessions). Price per data center; minimum 2 data center deployment. Includes ETM Management Server; Usage Manager and Performance Manager Applications. Does not include Management Server or Database host platform nor Oracle license. First year Customer Care included. Session licenses sold separately.	1	\$12,470.00
ETM-APP-SM-HW-S	ETM® UTA or SIP Application Software & Hardware Bundle; Simplex; Small (501-1;000 Sessions). Includes ETM Management Server; Usage Manager and Performance Manager Applications. Price per data center; minimum 2 data center deployment. Does not include Management Server or Database host platform nor Oracle license. First year Customer Care included. Session licenses sold separately.	1	\$9,351.72

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ETM-APP-XS-HW-D	ETM® UTA or SIP Application Software & Hardware Bundle; Duplex; Extra Small (1-500 Sessions). Includes ETM Management Server; Usage Manager and Performance Manager Applications. Price per data center; minimum 2 data center deployment. Does not include Management Server or Database host platform nor Oracle license. First year Customer Care included. Session licenses sold separately.	1	\$9,351.72
ETM-APP-XS-HW-S	ETM® UTA or SIP Application Software & Hardware Bundle; Simplex; Extra Small (1-500 Sessions). Includes ETM Management Server; Usage Manager and Performance Manager Applications. Price per data center; minimum 2 data center deployment. Does not include Management Server or Database host platform nor Oracle license. First year Customer Care included. Session licenses sold separately.	1	\$6,233.44
ETM-CTRL-MOD-8540-R01	Controller Module with 8540 series microprocessor used in ETM® 2100/3200 Series Appliances. Session licenses sold separately.	1	\$2,304.41
ETM-CTRL-MOD-8540-R02	Controller Module with 8540 series microprocessor used in ETM® 2100/3200 Series Appliances. Session licenses sold separately.	1	\$2,304.41
ETM-DTI-MOD	Digital Trunk Interface Module used in ETM® 2100/3200 Series Appliances	1	\$1,244.19
PG-APP-MED-HW-D	SecureLogix® PolicyGuru® Application Software & Hardware Bundle; Duplex Medium (1;001-5;000 Sessions). Price per data center; minimum 2 data center deployment. Includes Mediation Server; PostgreSQL Database and Voice Analytics Applications. First year Customer Care included. Session licenses sold separately.	1	\$62,362.47
PG-APP-MED-HW-S	SecureLogix® PolicyGuru® Application Software & Hardware Bundle; Simplex; Medium (1;001-5;000 Sessions) for First Data Center. Minimum 2 data center deployment; price per data center. Includes Mediation Server; PostgreSQL Database and Voice Analytics Applications. First year Customer Care included. Session licenses sold separately.	1	\$39,287.20
PG-APP-MED-HW-S2	SecureLogix® PolicyGuru® Application Software & Hardware Bundle; Simplex; Medium (1;001-5;000 Sessions) for Second Data Center. Minimum 2 data center deployment; price per data center. Includes Mediation Server; PostgreSQL Database and Voice Analytics Applications. First year Customer Care included. Session licenses sold separately.	1	\$39,287.20
PG-APP-SM-HW-D	SecureLogix® PolicyGuru® Application Software & Hardware Bundle; Duplex; Small (1-1;000 Sessions). Price per data center; minimum 2 data center deployment. Includes Mediation Server; PostgreSQL Database and Voice Analytics Applications. First year Customer Care included. Session licenses sold separately.	1	\$27,001.18
PG-APP-SM-HW-S	SecureLogix® PolicyGuru® Application Software & Hardware Bundle; Simplex; Small (1-1;000 Sessions) for First Data Center. Minimum 2 data center deployment; price per data center. Includes Mediation Server; PostgreSQL Database and Voice Analytics Applications. First year Customer Care included. Session licenses sold separately.	1	\$15,588.28
PG-APP-SM-HW-S2	SecureLogix® PolicyGuru® Application Software & Hardware Bundle; Simplex; Small (1-1;000 Sessions) for Second Data Center. Minimum 2 data center deployment; price per data center. Includes Mediation Server; PostgreSQL Database and Voice	1	\$15,588.28

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	Analytics Applications. First year Customer Care included. Session licenses sold separately.		
PG-APP-XL-HW	SecureLogix® PolicyGuru® Application Software & Hardware Bundle; Extra Large (10;001-20;000 Sessions). Price per data center; minimum 2 data center deployment. Includes Mediation Server; PostgreSQL Database and Voice Analytics Applications. First year Customer Care included. Session licenses sold separately.	1	\$124,728.06
SLC-CMP-LG-R02	SecureLogix® TAA Compliant Compute-Optimized Server Platform; Large. Revision 02. Supports SecureLogix Applications.	1	\$12,841.08
SLC-CMP-MU-R02	SecureLogix® Compute-Optimized Server Platform; Micro. Revision 02. Supports SecureLogix Applications.	1	\$2,987.31
SLC-CMP-NA-R01	SecureLogix® Compute-Optimized Server Platform; Nano. Revision 01. Supports SecureLogix Applications.	1	\$2,238.92
SLC-CMP-SM-R02	SecureLogix® Compute-Optimized Server Platform; Small. Revision 02. Supports SecureLogix Applications.	1	\$4,178.49
SLC-CMP-XL-R02	SecureLogix® TAA Compliant Compute-Optimized Server Platform; X Large. Revision 02. Supports SecureLogix Applications.	1	\$13,963.66
SLC-NET-XL-R02	SecureLogix® TAA Compliant Network-Optimized Server Platform; Large. Revision 02. Supports SecureLogix Applications.	1	\$14,774.41
SLC-STO-LG-R02	SecureLogix® TAA Compliant Storage-Optimized Server Platform; Large. Revision 02. Supports SecureLogix Applications.	1	\$18,765.81
SLC-STO-SM-R01	SecureLogix® Storage-Optimized Server Platform; Small. Supports Revision 01. Supports SecureLogix Applications.	1	\$6,922.58
SLC-STO-XL-R02	SecureLogix® TAA Compliant Storage-Optimized Server Platform; Large. Revision 02. Supports SecureLogix Applications.	1	\$26,249.68
ETM-1024-APPL	ETM® Analog Communications Appliance. 24 analog channels; 1U chassis. Session licenses sold separately.	1	\$1,867.85
ETM-1090-APPL	ETM® Digital Communications Appliance. One digital span for T1 PRI; T1 CAS; E1 PRI or E1 CAS; 1U chassis. Session licenses sold separately.	1	\$1,867.85
ETM-2100-CHS-AC-R01	1U space-saver chassis with one (1) slot for one (1) Controller Module and one (1) Digital Trunk Interface Module pair to support up to four (4) digital spans	1	\$1,867.85
ETM-2100-EW-R01	One (1) year extended warranty for ETM® 2100 Chassis. First year hardware warranty included in purchase price.	1	\$185.00
ETM-3200-CHS-AC	2U High-density chassis with four (4) slots for 1-4 Controller Module and Digital Trunk Interface Module pairs to support from 1-16 digital spans	1	\$2,491.51
ETM-3200-CHS-DC	2U High-density chassis with four (4) slots for 1-4 Controller Module and Digital Trunk Interface Module pairs to support from 1-16 digital spans	1	\$2,491.51
ETM-APP-LG-HW-D	ETM® UTA or SIP Application Software & Hardware Bundle; Duplex; Large (5;001-10;000 Sessions). Price per data center; minimum 2 data center deployment. Includes ETM Management Server; Usage Manager and Performance Manager Applications. Does not include Management Server or Database host platform nor Oracle license. First year Customer Care included. Session licenses sold separately.	1	\$62,362.47

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ETM-APP-LG-HW-S	ETM® UTA or SIP Application Software & Hardware Bundle; Simplex; Large (5,001-10,000 Sessions). Price per data center; minimum 2 data center deployment. Includes ETM Management Server; Usage Manager and Performance Manager Applications. Does not include Management Server or Database host platform nor Oracle license. First year Customer Care included. Session licenses sold separately.	1	\$56,125.91
ETM-APP-MED-HW-D	ETM® UTA or SIP Application Software & Hardware Bundle; Duplex Medium (1,001-5,000 Sessions). Price per data center; minimum 2 data center deployment. Includes ETM Management Server; Usage Manager and Performance Manager Applications. Does not include Management Server or Database host platform nor Oracle license. First year Customer Care included. Session licenses sold separately.	1	\$37,416.24
ETM-APP-MED-HW-S	ETM® UTA or SIP Application Software & Hardware Bundle; Duplex Medium (1,001-5,000 Sessions). Price per data center; minimum 2 data center deployment. Includes ETM Management Server; Usage Manager and Performance Manager Applications. Does not include Management Server or Database host platform nor Oracle license. First year Customer Care included. Session licenses sold separately.	1	\$31,179.68
ETM-APP-SM-HW-D	ETM® UTA or SIP Application Software & Hardware Bundle; Duplex; Small (501-1,000 Sessions). Price per data center; minimum 2 data center deployment. Includes ETM Management Server; Usage Manager and Performance Manager Applications. Does not include Management Server or Database host platform nor Oracle license. First year Customer Care included. Session licenses sold separately.	1	\$12,470.00
ETM-APP-SM-HW-S	ETM® UTA or SIP Application Software & Hardware Bundle; Simplex; Small (501-1,000 Sessions). Includes ETM Management Server; Usage Manager and Performance Manager Applications. Price per data center; minimum 2 data center deployment. Does not include Management Server or Database host platform nor Oracle license. First year Customer Care included. Session licenses sold separately.	1	\$9,351.72
ETM-APP-XS-HW-D	ETM® UTA or SIP Application Software & Hardware Bundle; Duplex; Extra Small (1-500 Sessions). Includes ETM Management Server; Usage Manager and Performance Manager Applications. Price per data center; minimum 2 data center deployment. Does not include Management Server or Database host platform nor Oracle license. First year Customer Care included. Session licenses sold separately.	1	\$9,351.72
ETM-APP-XS-HW-S	ETM® UTA or SIP Application Software & Hardware Bundle; Simplex; Extra Small (1-500 Sessions). Includes ETM Management Server; Usage Manager and Performance Manager Applications. Price per data center; minimum 2 data center deployment. Does not include Management Server or Database host platform nor Oracle license. First year Customer Care included. Session licenses sold separately.	1	\$6,233.44
ETM-CTRL-MOD-8540-R01	Controller Module with 8540 series microprocessor used in ETM® 2100/3200 Series Appliances. Session licenses sold separately.	1	\$2,304.41
ETM-DTI-MOD	Digital Trunk Interface Module used in ETM® 2100/3200 Series Appliances	1	\$1,244.19

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PG-APP-MED-HW-D	SecureLogix® PolicyGuru® Application Software & Hardware Bundle; Duplex Medium (1;001-5;000 Sessions). Price per data center; minimum 2 data center deployment. Includes Mediation Server; PostgreSQL Database and Voice Analytics Applications. First year Customer Care included. Session licenses sold separately.	1	\$62,362.47
PG-APP-MED-HW-S	SecureLogix® PolicyGuru® Application Software & Hardware Bundle; Simplex; Medium (1;001-5;000 Sessions) for First Data Center. Minimum 2 data center deployment; price per data center. Includes Mediation Server; PostgreSQL Database and Voice Analytics Applications. First year Customer Care included. Session licenses sold separately.	1	\$39,287.20
PG-APP-MED-HW-S2	SecureLogix® PolicyGuru® Application Software & Hardware Bundle; Simplex; Medium (1;001-5;000 Sessions) for Second Data Center. Minimum 2 data center deployment; price per data center. Includes Mediation Server; PostgreSQL Database and Voice Analytics Applications. First year Customer Care included. Session licenses sold separately.	1	\$39,287.20
PG-APP-SM-HW-D	SecureLogix® PolicyGuru® Application Software & Hardware Bundle; Duplex; Small (1-1;000 Sessions). Price per data center; minimum 2 data center deployment. Includes Mediation Server; PostgreSQL Database and Voice Analytics Applications. First year Customer Care included. Session licenses sold separately.	1	\$27,001.18
PG-APP-SM-HW-S	SecureLogix® PolicyGuru® Application Software & Hardware Bundle; Simplex; Small (1-1;000 Sessions) for First Data Center. Minimum 2 data center deployment; price per data center. Includes Mediation Server; PostgreSQL Database and Voice Analytics Applications. First year Customer Care included. Session licenses sold separately.	1	\$15,588.28
PG-APP-SM-HW-S2	SecureLogix® PolicyGuru® Application Software & Hardware Bundle; Simplex; Small (1-1;000 Sessions) for Second Data Center. Minimum 2 data center deployment; price per data center. Includes Mediation Server; PostgreSQL Database and Voice Analytics Applications. First year Customer Care included. Session licenses sold separately.	1	\$15,588.28
PG-APP-XL-HW	SecureLogix® PolicyGuru® Application Software & Hardware Bundle; Extra Large (10;001-20;000 Sessions). Price per data center; minimum 2 data center deployment. Includes Mediation Server; PostgreSQL Database and Voice Analytics Applications. First year Customer Care included. Session licenses sold separately.	1	\$124,728.06
SLC-CMP-LG-R02	SecureLogix® TAA Compliant Compute-Optimized Server Platform; Large. Revision 02. Supports SecureLogix Applications.	1	\$12,841.08
SLC-CMP-MU-R02	SecureLogix® Compute-Optimized Server Platform; Micro. Revision 02. Supports SecureLogix Applications.	1	\$2,987.31
SLC-CMP-NA-R01	SecureLogix® Compute-Optimized Server Platform; Nano. Revision 01. Supports SecureLogix Applications.	1	\$2,238.92
SLC-CMP-SM-R02	SecureLogix® Compute-Optimized Server Platform; Small. Revision 02. Supports SecureLogix Applications.	1	\$4,178.49
SLC-CMP-XL-R02	SecureLogix® TAA Compliant Compute-Optimized Server Platform; X Large. Revision 02. Supports SecureLogix Applications.	1	\$13,963.66
SLC-NET-XL-R02	SecureLogix® TAA Compliant Network-Optimized Server Platform; Large. Revision 02. Supports SecureLogix Applications.	1	\$14,774.41

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SLC-STO-LG-R02	SecureLogix® TAA Compliant Storage-Optimized Server Platform; Large. Revision 02. Supports SecureLogix Applications.	1	\$18,765.81
SLC-STO-SM-R01	SecureLogix® Storage-Optimized Server Platform; Small. Supports Revision 01. Supports SecureLogix Applications.	1	\$6,922.58
SLC-STO-XL-R02	SecureLogix® TAA Compliant Storage-Optimized Server Platform; Large. Revision 02. Supports SecureLogix Applications.	1	\$26,249.68
SVC-ODC	Cabling, connectors, and misc. expendables (per quote)	1	\$0.00

Software – One-Time Charges

Product ID	Description	# Units	Price Per Unit
ETM-APP-LG-SW	ETM® UTA or SIP Application Software; Large (5,001-10,000 Sessions). Price per data center. Includes ETM Management Server; Usage Manager and Performance Manager Applications. Does not include Oracle license. First year Customer Care included. Session licenses sold separately.	1	\$51,760.32
ETM-APP-MED-SW	ETM® UTA or SIP Application Software Bundle; Medium (1,001-5,000 Sessions). Price per data center. Includes ETM Management Server; Usage Manager and Performance Manager Applications. Does not include Oracle license. First year Customer Care included. Session licenses sold separately.	1	\$26,814.09
ETM-APP-SM-SW	ETM® UTA or SIP Application Software Bundle; Small (501-1000 Sessions). Price per data center. Includes ETM Management Server; Usage Manager and Performance Manager Applications. Does not include Oracle license. First year Customer Care included. Session licenses sold separately.	1	\$6,233.44
ETM-APP-XS-SW	ETM® UTA or SIP Application Software Bundle; Extra Small (1-500 Sessions). Price per data center. Includes ETM Management Server; Usage Manager and Performance Manager Applications. Does not include Oracle license. First year Customer Care included. Session licenses sold separately.	1	\$3,115.16
ETM-CRC-SW	SecureLogix® Call Recording Cache (CRC) System Software. Perpetual license.	1	\$1,867.85
ETM-SIP-SW	ETM® SIP application software. Perpetual license. Session licenses purchased separately.	1	\$0.00
ETM-SYS-SW	ETM® System client and server software for Windows or 64-bit Linux host platforms. Perpetual license.	1	\$620.54
ETM-SYSTEM-SW-AIO	All-in-one ETM® System client and server software for 64-bit Linux with Oracle XE database. Perpetual license.	1	\$620.54
ETM-UTA-SW	ETM® Unified Trunk Application (UTA) software. Perpetual license. Session licenses purchased separately.	1	\$0.00
PG-AIO-SW	PolicyGuru® All-In-One Server Software. Perpetual license.	1	\$0.00
PG-APP-LG-SW	SecureLogix® PolicyGuru® Application Software; Large (5,001-10,000 Sessions). Price per data center. Includes Mediation Server; PostgreSQL Database and Voice Analytics Applications. First year Customer Care included. Session licenses sold separately.	1	\$64,235.94
PG-APP-MED-SW	SecureLogix® PolicyGuru® Application Software Bundle; Medium (1,001-5,000 Sessions). Price per data center. Includes Mediation Server; PostgreSQL Database and Voice Analytics Applications.	1	\$26,502.26

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	First year Customer Care included. Session licenses sold separately.		
PG-APP-SM-SW	SecureLogix® PolicyGuru® Application Software Bundle; Small (1-1;000 Sessions). Price per data center. Includes Mediation Server; PostgreSQL Database and Voice Analytics Applications. First year Customer Care included. Session licenses sold separately.	1	\$9,850.65
PG-APP-SW	SecureLogix® PolicyGuru® Application Software; priced per core for standalone and distributed deployments. Perpetual license.	1	\$62.37
PG-APP-XL-SW	SecureLogix® PolicyGuru® Application Software; Extra Large (10;001-20;000 Sessions). Price per data center. Includes Mediation Server; PostgreSQL Database and Voice Analytics Applications. First year Customer Care included. Session licenses sold separately.	1	\$78,639.89
PG-DB-SW	PolicyGuru® Database Server Software for distributed deployments. Perpetual license.	1	\$0.00
PG-ENUM-SW	PolicyGuru® ENUM Server Software for distributed deployments. Perpetual license.	1	\$0.00
PG-MDP-SW	PolicyGuru® Metadata Probe Software for distributed deployments. Perpetual license.	1	\$0.00
PG-MS-SW	PolicyGuru® Mediation Server Software for distributed deployments. Perpetual license.	1	\$0.00
ETM-ENCRYPT-LG	TM® Encrypted Call Recording Bundle Small (5001-10000 Sessions). Price per data center. Includes SRTP decryption module. Perpetual license.	1	\$584,677.42
ETM-ENCRYPT-MED	ETM® Encrypted Call Recording Bundle Small (1001-5000 Sessions). Price per data center. Includes SRTP decryption module. Perpetual license.	1	\$350,806.45
ETM-ENCRYPT-SM	ETM® Encrypted Call Recording Bundle Small (1-1000 Sessions). Price per data center. Includes SRTP decryption module. Perpetual license.	1	\$77,956.99
ETM-SESSION-LIC-25	Bundled application per-span license for 25 concurrent sessions for SecureLogix® UTA and SIP applications. Includes Voice Firewall; Voice IPS; Usage Manager; and Performance Manager. Perpetual license.	1	\$2,089.25
ETM-SESSION-RCD	ETM® Call Recorder session license; price per session. Perpetual license.	1	\$248.84
ETM-SPAN-LIC-1S	Bundled application per-span license for SecureLogix® TDM appliances that includes Voice Firewall; Voice IPS; Usage Manager; and Performance Manager. Perpetual license.	1	\$2,491.51
ETM-SS7-SIG-ENT	ETM®System SS7 Signaling Link Software. Perpetual license.	1	\$46,774.19
SLC-SESSION-10K	SecureLogix® Session License (5001-10000 Concurrent Sessions); Price Per Session. Includes Voice Firewall and Voice IPS. Perpetual license.	1	\$29.90
SLC-SESSION-10K+	PolicyGuru® Session License (10001+ Concurrent Sessions); Price Per Session. Includes Voice Firewall and Voice IPS. Perpetual license.	1	\$26.16
SLC-SESSION-1K	SecureLogix® Session License (1-1000 Concurrent Sessions); Price Per Session. Includes Voice Firewall and Voice IPS. Perpetual license.	1	\$37.39
SLC-SESSION-5K	SecureLogix® Session License (1001-5000 Concurrent Sessions); Price Per Session. Includes Voice Firewall and Voice IPS. Perpetual license.	1	\$33.65

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Maintenance – One-Time Charges

Product ID	Description	# Units	Price Per Unit
ETM-CARE-BUNDLE	One (1) Year Service Contract that includes technical support and access to ETM® Software upgrades and new releases; technical support bundle sold per span license.	1	\$595.68
ETM-CARE-SP-UNBUND-R01	One (1) Year Service Contract for unbundled ETM® application licensing that includes technical support and access to ETM® Software upgrades and new releases; technical support bundle sold per span license.	1	\$200.65
SLC-CARE-10K	One (1) Year Service Contract that includes technical support and access to licensed SecureLogix® Software upgrades and new releases; technical support bundle 5001 - 10000 concurrent sessions; price per session.	1	\$7.45
SLC-CARE-10K+	One (1) Year Service Contract that includes technical support and access to licensed SecureLogix® Software upgrades and new releases; technical support bundle 10001+ concurrent sessions; price per session.	1	\$4.46
SLC-CARE-1K	One (1) Year Service Contract that includes technical support and access to licensed SecureLogix® Software upgrades and new releases; technical support bundle 1 - 1000 concurrent sessions; price per session.	1	\$10.69
SLC-CARE-5K	One (1) Year Service Contract that includes technical support and access to licensed SecureLogix® Software upgrades and new releases; technical support bundle 1001 - 5000 concurrent sessions; price per session.	1	\$9.15
ETM-1000-EW	One (1) year extended warranty for ETM®1000 series appliance. First year hardware warranty included in purchase price.	1	\$184.97
ETM-2100-EW-R01	One (1) year extended warranty for ETM® 2100 Chassis. First year hardware warranty included in purchase price.	1	\$184.97
ETM-3200-EW-R01	One (1) year extended warranty for ETM® 3200 Chassis. First year hardware warranty included in purchase price.	1	\$246.50
ETM-8540-SET-EW	One (1) year extended warranty for ETM® 8540 Controller Module/Digital Trunk Interface (DTI) Set. First year hardware warranty included in purchase price.	1	\$310.00
SLC-CMP-LG-EW	One (1) year extended warranty for SecureLogix® Compute Server Large. First year hardware warranty included in purchase price. Available for years 2 – 5 from date of purchase.	1	\$498.49
SLC-CMP-MU-EW	One (1) year extended warranty for SecureLogix® Compute Server Micro. First year hardware warranty included in purchase price. Available for years 2 – 5 from date of purchase.	1	\$247.68
SLC-CMP-NA-EW	One (1) year extended warranty for SecureLogix® Compute Server Nano. First year hardware warranty included in purchase price. Available for years 2 – 5 from date of purchase.	1	\$184.97
SLC-CMP-SM-EW	One (1) year extended warranty for SecureLogix® Compute Server Small. First year hardware warranty included in purchase price. Available for years 2 – 5 from date of purchase.	1	\$373.08
SLC-CMP-SM-R02	SecureLogix® Compute-Optimized Server Platform; Small. Revision 02. Supports SecureLogix Applications.	1	\$4,201.08

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SLC-CMP-XL-EW	One (1) year extended warranty for SecureLogix® Compute Server X Large. First year hardware warranty included in purchase price. Available for years 2 – 5 from date of purchase.	1	\$874.70
SLC-NET-XL-EW	One (1) year extended warranty for SecureLogix® Network Server X Large. First year hardware warranty included in purchase price. Available for years 2 – 5 from date of purchase.	1	\$937.41
SLC-STO-LG-EW-R01	One (1) year extended warranty for SecureLogix® Storage Server Large. First year hardware warranty included in purchase price. Available for years 2 – 5 from date of purchase.	1	\$1,062.81
SLC-STO-SM-EW	One (1) year extended warranty for SecureLogix® Storage Server Small. First year hardware warranty included in purchase price. Available for years 2 – 5 from date of purchase.	1	\$435.78
SLC-STO-XL-EW-R01	One (1) year extended warranty for SecureLogix® Storage Server X Large. First year hardware warranty included in purchase price. Available for years 2 – 5 from date of purchase.	1	\$1,439.03
STD-WARRANTY-PKG	Standard Product Warranty Package included with all purchases. Does not include technical support or maintenance releases.	1	\$0.00