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Springfield, VA 22151

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ORDER FORM

Installation Location:

Glenwood Resource Center

711 Vine

Glenwood, IA 51534

Attn: Scott Konfrst

Bill To:

Glenwood Resource Center

711 South Vine

Glenwood, IA 51534

Quote Number: G0032316V1

Quote Date: April 11, 2016

Quote Expires: July 10, 2016

SOP #:

Customer #: 10104419

Site Alert to Enterpris Alert Upgrade

New Qty.	Upgrade Qty.	Part Number	Description	Unit Price	Extended Price
E 911 APPLICATIONS					
0	1	SPOK-UPGRADE	Enterprise Alert Base Package - PRI Includes Group Code, Crystal Report Writer and Standard Reports Provides Passive Monitoring, Call Recording	---	\$0
0	1	SPOK-UPGRADE	PS/ALI Interface	---	\$0
0	1	SPOK-UPGRADE	Enterprise Alert Notification Package - Sentry limited to 6 instances/clients	---	\$0
0	1	SPOK-UPGRADE	Sentry: I&T Professional Services - initial installation of instances/clients	---	\$0
0	1	SPOK-UPGRADE	Email Notification: I&T Professional Services - initial installation	---	\$0
<i>Spök Software Components subtotal</i>					\$0
THIRD PARTY AND CUSTOM SOFTWARE					
1	0	WIN-SVR2012-CAL5	Microsoft Windows Server 2012 Standard - Client Access License (CAL) Five (5) Pack		Customer Supplied
1	0	WIN-SVR2012R2-SL	Windows Server 2012 R2 Standard License with No CALs (0 CLT)		Customer Supplied
1	0	WIN-SQL2012-SL	Microsoft SQL Server 2012 Standard - Complete Package plus Client Access License (CAL) Ten (10) Pack		Customer Supplied
<i>Third Party Software Components subtotal</i>					\$0
THIRD PARTY HARDWARE					
1	0	R720XL-2CPU	Dell Speech Recognition and Voice Processing Server(s) - 2U Rack mount Server	\$5,605	\$5,605
0	1	K-2AB-RJ8	By Pass Box with Watchdog Timer	\$500	\$500
0	1	KIT-AI-LOGIX-DUAL-PRI-PCIE	K-Ai-Logix Dual Span T1/E1 PCIE card and cables	\$5,742	\$5,742
<i>Other Hardware Components subtotal</i>					\$11,847
PROFESSIONAL SERVICES					
			Installation		\$10,800
			Database Administration		\$5,400
			Application Training		\$900
			Project Management		\$3,600
			Estimated Shipping		\$592
<i>Professional Services subtotal</i>					\$21,292
Hardware Total >					\$11,847
Professional Services Total >					\$21,292
Software, Hardware, Professional Services, Maintenance and Support Total >>					\$33,139
		TRAVEL	Travel estimate (actual billed at cost)		\$3,833

Comments:

* Site Alert to Enterprise Alert upgrade with 1 x HiPath 4000 PBX. Customer to convert to PRI over SIP from CAMA both delivered by CenturyLink. No CAP server required for RCF as customer reports 100% DIDs. Customer manually updates SA database (OPTIONAL: Database Integration). Customer requests Spok provided hardware & OS (REMINDER: customer can provide hardware/OS to Spok specs).

Customer Requirements

- Local Area Network - TCP/IP
- Appropriate power, UPS, Rack for Servers and KVM switch(s), monitor, mouse
- When customers purchase PC workstations or servers through Spök a standard service plan will be established by Spök with the hardware vendor which includes a 3 year (4) four hour on-site service warranty for servers and a 3 year (NBD) Next Business Day on-site warranty for PCs. Customers who elect to purchase their own PC workstations and servers will be responsible for establishing a support contract with their preferred, local hardware vendor. If Spök Support personnel determine that the issue is hardware related the customer will be instructed to report this issue to the chosen hardware support vendor.

Effective Date:

The effective date ("Effective Date") of this Order Form is the date on which this Order Form is fully executed by both parties.

Payment:

Spök will invoice Licensee: (i) for the Software and Professional Services- 50% on execution; 30% upon shipment and 20% upon project completion or 90 days after shipment whichever is earlier; (ii) for Hardware - 100% upon shipment; (iii) for Travel Expenses - 100% upon project completion; and (iv) for Initial Term Maintenance and Support Fees - 100% upon execution. Payments of all fees are due within thirty (30) days of Licensee's receipt of an invoice.

Maintenance and Support Renewal:

Initial Term Maintenance and Support is defined as the first twelve month period following the Effective Date. Upon conclusion of the Initial Term, the Maintenance and Support contained on and this Order Form will automatically renew for consecutive one-year periods ("Renewal Term(s)"). Either party may terminate Maintenance and Support at the end of the Initial Term or at the end of any Renewal Term by providing the other party with no less than 30 days advance written notice. The Unit Price/Extended Price for Maintenance and Support during the First Renewal Term may increase up to 5%. For any Renewal Term(s) after the First Renewal Term, Spök will provide Licensee with at least 60 days advance written notice of any price escalation notice for the subsequent Renewal Term upon which Licensee shall have until 30 days prior to the expiration of the current Renewal Term to provide Spök with written notice of cancellation.

Annual Mobile Device Client Fee and Annual IntelliSpeech SpeechServices Fee Renewal:

The initial term for the Annual Mobile Device Client Fee and the Annual IntelliSpeech SpeechServices Fee is defined as the first twelve month period following project completion. Upon conclusion of the initial term, the Annual Mobile Device Client Fee and Annual IntelliSpeech SpeechServices Fee will automatically renew for consecutive one-year periods on a year-to-year basis ("Renewal Term(s)"). Either party may terminate the Annual Mobile Device Client Fee and/or Annual IntelliSpeech SpeechServices Fee at the end of the initial term or at the end of any Renewal Term by providing the other party with no less than 30 days advance written notice. The Unit Price/Extended Price for the Annual Mobile Device Client Fee and Annual IntelliSpeech SpeechServices Fee during the first Renewal Term may increase up to 5%. For any Renewal Term(s) after the First Renewal Term, Spök will provide Licensee with at least 60 days advance written notice of any price escalation notice for the subsequent Renewal Term upon which Licensee shall have until 30 days prior to the expiration of the current Renewal Term to provide Spök with written notice of cancellation.

General Provisions:

This Order Form is subject to approval by Spök at its office in Eden Prairie, Minnesota, and is governed by Delaware law. The state and federal courts sitting in Delaware will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Licensee. Licensee may be charged interest for overdue account charges. This Order Form is non-transferable. All collection fees, including but not limited to attorney's fees, are payable by Licensee. Spök may request a current financial statement and/or obtain consumer credit report on Licensee to determine creditworthiness. Spök may also request additional information from Licensee to enable Spök to perform ongoing screening against various international denied parties' lists. If Licensee inquires whether a credit report was requested, Spök will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

This Order Form is subject to the terms and conditions of the Spök Customer Agreement Master Terms and Conditions (located at cloud.spok.com/Spok-Customer-Agreement.pdf) (July 2015)), as applicable, between Spök and Licensee (the "Master Terms and Conditions") and which are hereby incorporated by reference and made part of this Order Form. Capitalized terms not defined in this Order Form are defined in the Agreement. In the event of a conflict, the terms of this Order Form control over the terms of the Master Terms and Conditions. Licensee by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Master Terms and Conditions and this Order Form.

Authorized Representative for Order Form

Licensee:

Signature:

Name:

Title:

Date:

Spök, Inc.

Signature:

Name:

Title:

Date:
