



**State of Oklahoma
Office of Management and Enterprise Services**

**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH JIVE COMMUNICATIONS, INC.
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

This Addendum 1 ("Addendum") is an Amendment to the Contract awarded to Jive Communications, Inc. in connection with Solicitation number 0900000259 ("Solicitation") and is effective January 28, 2019.

Recitals

Whereas, the State issued a Solicitation for proposals to provide telecommunication products and services for Oklahoma state entities and affiliates, as more particularly described in the Solicitation;

Whereas, Jive Communications, Inc. submitted a proposal which contained exceptions to the Solicitation terms and various other Contract Documents; and

Whereas, the State and Jive Communications, Inc. have negotiated the final terms under which Jive Communications, Inc. will perform the Services under the Contract.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. Addendum Purpose.

This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Jive Communications, Inc. as of even date with execution of this Addendum. The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

2. **Negotiated Documents of the Contract.**

2.1. The parties have negotiated certain terms of the Contract as follows:

- i. certain exceptions to the Solicitation as contained in Attachment A to this Addendum titled "Negotiated Exceptions to the Solicitation";
- ii. revisions to the Jive terms of service initially proposed by Jive Communications, Inc. as contained in Attachment B to this Addendum titled "Terms of Service";
- iii. revisions to the Jive Hosted VoIP Service Level Agreement initially proposed by Jive Communications, Inc. as contained in Attachment C to this Addendum titled, "Service Level Agreement";
- iv. revisions to the Jive Equipment Rental Agreement initially proposed by Jive Communications, Inc. as contained in Attachment D to this Addendum titled "Rental Agreement";
- v. revisions to the Jive Proposal for Voice Services initially proposed by Jive Communications, Inc. as contained in Attachment E to this Addendum titled "Quote Template";
- vi. revisions to the Jive Statement of Work initially proposed by Jive Communications, Inc. as contained in Attachment F to this Addendum titled "SOW"; and
- vii. revisions to the Jive network service terms initially proposed by Jive Communications, Inc. as contained in Attachment G to this Addendum titled "Network Service Agreement."

2.2. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

2.3. Jive affirmatively acknowledges that it will not ask the State or any agency to execute additional documents not listed above in connection with this Contract.

3. Except for acquisition subject to E-Rate and OUFS Participation, the Supplier agrees to pay an administrative fee in the sum of 1.0% of the combined total quarterly expenditures, as evidenced by the aggregate amount of Acquisitions under this Contract. All products prices shall be inclusive of the administrative fee. Notwithstanding anything to the contrary herein, the State reserves the right to increase or decrease the administrative fee as long as the Supplier has an obligation under this Contract without further requirement for an Amendment and shall provide written notice of such change to the Supplier. The administrative fee amount shall be noted on the quarterly "Contract Usage Report" and paid by the Supplier to the Oklahoma Office of Management and Enterprise Services within thirty (30) calendar days of the quarterly reporting period stated under the section below titled "Contract Usage Reporting Requirements." The Supplier shall list this Contract number and identify the reporting year and quarter (for example, ITSW1014 4th Qtr. 2014) on the check stub of each administrative fee paid hereunder.

The check shall be mailed to:

Oklahoma Office of Management and Enterprise Services
Accounts Receivable
5005 North Lincoln Boulevard
Oklahoma City, Oklahoma 73118-8500
Attention: CFO

**State of Oklahoma by and through the Office
Of Management and Enterprise Services**

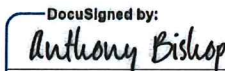
By: 

Name: James L. Reese, II

Title: Chief Information Officer

Date: 01-22-2019

Jive Communications, Inc.

By: 

Name: Anthony Bishop

Title: VP and Deputy General Counsel

Date: January 17, 2019

**Attachment A to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH JIVE COMMUNICATIONS, INC.
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

Negotiated Exceptions and Additional Terms to the Solicitation

The Solicitation is hereby amended as set forth below and supersedes all prior Exceptions submitted by Jive Communications, Inc. or discussed by the parties.

RFP Section	Exception
A. General Provisions, A.18. Termination for Cause	<p>Solicitation, Section A General Provisions, Subsection A.18.1 is hereby deleted in its entirety and replaced with the following:</p> <p>The State may terminate this Contract in whole or in part for default or any other just cause upon a thirty (30) days written notification to the Supplier.</p>
A. General Provisions, A. 45. Ownership Rights	<p>Solicitation, Section A General Provisions, Subsection A.45.1 through A.45.7 is hereby deleted in its entirety and replaced with the following:</p> <p>As between Supplier and the State, the Work Product and intellectual property rights therein are and shall be owned exclusively by the State, and not Supplier. Supplier specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by the state. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to the State all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and the State shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and the State do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. The State shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and the State, as appropriate, will cooperate with one another</p>

RFP Section	Exception
	<p>and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.</p> <p>The term (“Work Product”) means any and all deliverables produced by Supplier solely for the State under a statement of work executed by the parties and issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived solely for such deliverables, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, and (vii) all intellectual property rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of the State in connection with the statement of work for the deliverables.</p>
B. Special Provisions, B. 2. Obligations of Permitted Subcontractor	<p>Solicitation, Section B Special Provisions, Subsection B.2.3. is hereby added:</p> <p>Per Solicitation, Section B Special Provisions, Subsection B.2.1, the State approves Supplier’s use of the following as a subcontractor(s) under this Contract: ALGO, Adtran, Audiocodes, Cisco, Cyberdata, GN, Panasonic, Polycom, VTech, and Yealink. Without waiving the order of precedence herein, the state accepts the terms and conditions of these approved subcontractors to the extent the terms and conditions do not reduce any rights or enlarge any obligations of the State or authorized users as set forth in the Solicitation.</p>

RFP Section	Exception
B. Special Provisions	<p>Solicitation, Section B Special Provisions, Subsection B.14. is hereby added:</p> <p>The State requires any entity hosting Oklahoma client data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State’s minimum security standards at time the Contract was executed. Failure to maintain the State’s minimum security standards during the term of the contract, including renewals, constitutes a material breach.</p>

**Attachment B to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH JIVE COMMUNICATIONS, INC.
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The Terms of Service is hereby amended as set forth below and supersedes all prior documents submitted by Jive Communications, Inc. or discussed by the parties.

Jive Terms of Service

This Jive Terms of Service ("Agreement") is a Contract Document in connection with Oklahoma Statewide Contract No. 1014 ("Contract") between the State of Oklahoma by and through the Office of Management and Enterprise Services ("State") and Jive Communications, Inc. ("Contractor")

These terms of service govern the purchase and use of the business communications service and related equipment provided by Jive Communications, Inc. ("Jive") and are between Jive and the "Customer" identified in a signed sales quote. Customer is any State Entity or Affiliate as defined in the Contract.

The parties agree as follows:

Definitions. In this agreement, the following definitions apply:

- **"Bundle Charges"** means combined charges for Services and equipment rental. Where applicable, these are imposed instead of Service Charges and Rental Charges;
- **"claim"** means any loss, liability, damages, court costs, litigation costs, arbitration awards or fees, or other costs (including reasonable attorneys' fees);
- **"Customer Data"** shall mean all data maintained by Contractor on behalf of the Customer in connection with the Contract within Contractor's services environment, including any Personal Data therein, as well as data created or stored in unstructured text, audio, or visual format by the Customer in its use of the Services (e.g. chats or voicemail messages);
- **"Data Breach"** shall mean that Personal Data is accessed or used without authorization through the hosting or cloud telecommunication services;
- **"device"** means a physical phone, soft phone, fax machine, analog telephone adapter, or other device used to make or receive calls using the Service;
- **"emergency dispatch center"** means any local or national answering point for 911 calls;
- **"Other Charges"** means charges for late fees, toll-free minutes, international long distance minutes, local loop access, additional off-network minutes, number porting, expedited number porting, directory or phone book access, taxes, fees, and other variable, one-time, or recurring charges except for Service Charges, Rental Charges, and Bundle Charges;
- **"Personal Data"** shall mean, in each case as is located within Customer Data, information that contains an individual's name combined with any one of the following for that individual: (1) social security number, (2) driver's license number, (3) state/federal identification number, or (3) account number or credit or debit card number combined with any required security code, access code, or password required to gain access to the individual's financial account. Before a Customer provides electronic personal health information Jive and the State shall implement a Customer-specific Business Associate Agreement.
- **"Rental Charges"** means the monthly charges for rental equipment on the Customer's account;
- A party's **"representatives"** are its officers, agents, employees, subsidiaries, and financial and legal advisers;
- **"Security Incident"** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with hosting or cloud telecommunication services used to perform the Service;
- **"Service Charges"** means fixed monthly charges for the Services on the Customer's account; and

- **“Services”** means the hosted VoIP PBX service, IP service, local telephony service, DID, and other information or communications services offered by Jive during the term of this agreement.
1. **Authorized Parties.** The person signing the sales quote acknowledges that he or she is an authorized representative of the Customer with authority to enter into an agreement to purchase goods or services pursuant to the Contract.
 2. **Adding or Removing Services.** The Customer may add Services to its account at any time, and Jive will prorate the Service Charges for the first month. To reduce the number of Services, or to terminate a Statement of Work, the Customer must notify Jive no less than 10 days before the end of the term except as otherwise agreed to by the parties, and the reduction or termination will take effect after the end of the term. The Customer will be deemed to have terminated this agreement if the Customer removes all devices and SIP trunks from its account.
 3. **Equipment Purchase and Cancellation.** The Customer may cancel an equipment purchase without any fee by notifying Jive no later than 24 hours after submitting the order and may reject delivered equipment that is faulty or was sent to the Customer in error without any fee by delivering written notice to Jive not later than 10 business days after delivery of the equipment. Otherwise, a restocking fee of 25% will apply to equipment returned during the first 30 days after purchase, and no return will be allowed after 30 days.
 4. **Equipment Rental; Bundled Equipment.** If the Customer is renting any equipment from Jive, whether the rental is separately listed on the sales quote or bundled with Services, the Equipment Rental Agreement will govern the rental.
 5. **Appropriate Use.** Except for the state-mandated consolidation and shared services provided directly by Office of Management and Enterprise Services, the Services are for the Customer’s own commercial or governmental use only. Jive may immediately terminate this agreement if it determines that the Customer is reselling Services or is using them in any way that is defamatory, harassing, or threatening or is otherwise inconsistent with applicable laws and such use is not corrected within 30 days after receipt of written notice provided by Jive.
 6. **Reasonable Use.** The Customer acknowledges (1) that any reference Jive has made to “unlimited” minutes or features refers to Jive’s practice not to charge users on a per-minute or per-use basis when use does not exceed 2,500 minutes per standard user per month when aggregated across all standard users and (2) that Jive does not offer “unlimited” plans for call center operations, fax spamming, or other activities that use an extraordinary amount of connectivity to the public switched telephone network (the “PSTN”). Jive may limit PSTN connectivity, impose per-minute charges for excessive use, or terminate the Statement of Work if it determines that the Customer’s average PSTN connectivity exceeds 2,500 minutes per standard user.
 7. **Billing Disputes.** (a) To dispute an unpaid invoice, the Customer must (1) notify Jive of the dispute and (2) pay all undisputed portions of the invoice. To dispute a paid invoice, the Customer must notify Jive of the dispute no later than 60 days after the date of payment. The Customer must notify Jive of any billing dispute by phone at (801) 426-5782, option 3, by email at billing@jive.com, or by delivering notice to Jive Communications, Inc., Attn: Accounts Receivable, 1275 West 1600 North, Suite 100, Orem, UT 84057.
 8. **Late Fees.** Jive may charge a late fee in accordance with applicable Oklahoma law.
 9. **911 Dialing; Service Availability; Location Information.** (a) The Customer acknowledges (1) that it has read and understood Jive’s 911 and Service Availability Policy, which is available at jive.com/legal/911-service-availability-policy/, and (2) that 911 dialing service offered by Jive (“Jive 911 Dialing”) differs from 911 dialing service offered by traditional telephone carriers in the ways described in the 911 and Service Availability Policy, including that Jive 911 Dialing will not function if the Customer loses electrical power or broadband internet connection or if anything on the Customer’s wide area network or local area network blocks the Customer’s connection to Jive’s platform. (b) The Customer shall provide Jive the physical location of each device used to make or receive calls, and Jive shall not initiate Services until it has received this information. If the Customer relocates any device, it shall promptly notify Jive’s Fulfillment Department of the device’s new location by phone at (801) 717-1556, or by e-mail at fulfillment@jive.com and shall pay any fees associated with updating the location database. (c) Location and callback information associated with a device will normally be automatically forwarded to an emergency dispatch center when using Jive 911 Dialing. Because some emergency dispatch centers are not equipped to receive such location and callback information, the Customer acknowledges that it may need to provide location and callback information verbally. Automatic forwarding of location and callback information is not activated for any device until Jive notifies

Customer by e-mail that it has been activated.

10. Limit of Liability.

(a) Except as set forth in the SLA, neither party will be liable for any damages or other claim arising from any person's use of or inability to use the Services because of a failure or degradation of Customer's internet service provider procured outside of the Contract or a failure or degradation of Customer's broadband internet service procured outside of the Contract. Also, neither party shall be liable to the other for indirect, special, or consequential damages other than damages set forth in Section 19(b) resulting from a Data Breach.

(b) Neither party's total liability under this agreement will exceed an amount equal to five times the amount the Customer paid to Jive in the 12 months before the event giving rise to the claim.

(c) Notwithstanding the aforementioned, Jive's liability for damages, expenses, costs, actions, claims and liabilities arising from or related to: (i) property damages, bodily injury or death caused by Jive; and/or (ii) the indemnification obligations set forth in Section 19(b) of this Contract; shall not, in the aggregate, exceed five times the amount paid by the Customer for the applicable service in the 12 months preceding the event giving rise to the claim or five million US dollars (\$5,000,000), whichever is greater

(d) Notwithstanding anything to the contrary in the Contract, the foregoing provisions shall not apply to or limit damages caused by gross negligence or intentional misconduct of Jive or its employees, agents and subcontractors or for other acts for which applicable law does not allow exemption from liability.

11. Force Majeure. (a) Either party shall be temporarily excused from the performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or required of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. In the event that a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is take, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable. Subject to the conditions set forth above, such non-performance shall not be deemed a default. However, Customer may terminate a purchase order if Jive cannot cause delivery of products or services in a timely manner to meet the business needs of the Customer.

(b) Exclusions: Non-suspended Obligations: Notwithstanding the foregoing or another other provisions in the Contract, (1) in no event will any of the following be considered a Force Majeure Event: (i) shutdowns, disruptions or malfunctions in Jive's systems or any of Jive's telecommunication services other than as a result of internet or telecommunications failures that are not limited to Jive's systems; or (ii) the delay or failure of Jive personnel to perform any obligation of Jive hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event; and (2) no Force Majeure Event modifies or excuses Jive's confidentiality, indemnification or data security and breach notification obligations set forth herein.

12. Disclaimer of Warranties. Jive hereby disclaims the implied warranties of merchantability, fitness for a particular purpose, noninfringement of intellectual property rights, and all other express or implied warranties for the Services and any related equipment.

13. Manufacturer's Warranty. Jive hereby assigns to the Customer all rights it has under any manufacturer's warranty for equipment it sells to the Customer. Jive may assist the Customer in obtaining replacement or service under the manufacturer's warranty.

14. Call Recording. The Customer acknowledges that it has read and understood Jive's Call Recording Information, available at jive.com/legal/call-recording-info.

15. Customer Data

- (a) Customer Data. The Customer will be responsible for the accuracy and completeness of all Customer Data provided to Jive. The Customer shall retain exclusive ownership of all Customer Data and such Customer Data shall be deemed to be the “Customer’s Confidential Information”, as set forth in the Contract. Jive shall restrict access to Customer Data to Jive’s employees and agents (including approved third-party subcontractors or other third parties retained by vendor in the normal course of administrative business) as necessary to operate and perform the Services, and to Jive, and its employees with a need to know (and ensure such employees have appropriate confidentiality and non-disclosure obligations substantially similar to those herein). Jive will protect the Customer Data from unauthorized dissemination and use with the same degree of care that it uses to protect its own Confidential Information and, in any event, will use no less than a reasonable degree of care in protecting Customer Data. Jive shall, unless otherwise prohibited by applicable law, promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer’s use of the hosted or cloud telecommunications services. Jive shall notify the Customer at the contact set forth at Section 26 herein without undue delay. For all instances in which Jive intends to produce Customer Data, unless otherwise prohibited by applicable law, Jive shall provide notification of such no more than five (5) business days after Jive receives the request, unless a shorter time is required by applicable law. In the event Jive is required by law or court order to disclose any Confidential Information, and intends to do so, Jive shall, to the extent permitted by applicable law: (i) notify the State in writing as soon as possible, but in no event less than thirty (30) calendar days prior to any such disclosure; (ii) cooperate with the State to preserve the confidentiality of such Confidential Information; and (iii) use its best efforts to limit any such disclosure to the minimum disclosure necessary to comply with such law or court order. Jive agrees to provide its completed responses to the Customer with adequate time for Customer review, and shall take in to account any reasonable revisions and approvals. Nothing herein shall oblige Jive of its confidentiality obligations regarding State data that is included in Customer Data as more particularly set forth in the Solicitation at A.28, provided that in the event of a conflict between the provisions in this Section 15(a) and A.28 of the Solicitation, this Section 15(a) shall prevail.
- (b) Maintenance of Customer Data. Jive will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Jive. Jive will promptly notify the Customer of any loss or unrecoverable damage to Customer Data within five (5) business days of discovering any Customer Data is lost or damaged to the contact set forth in Section 26 herein, unless a shorter time is required by applicable law. For the avoidance of doubt, nothing in this Section shall be read to modify or alleviate Jive’s obligations under the Security Incident or Data Breach Notification and Breach Responsibilities Schedule.

16. Security Provisions

- (a) Generally. Jive will use commercially reasonable efforts, consistent with industry standards, to provide security for the hosted or cloud telecommunications services and Customer Data and to protect against both unauthorized access to the hosting environment, and unauthorized communications between the hosting environment and the Customer’s browser.
- (b) Viruses. Jive represents and warrants to the Customer that it shall employ an industry standard with a commercially available, industry standard software application with reasonably up-to-date virus definitions, and in any event before first use by the Customer. Jive will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Jive will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to the Customer by Jive, Jive will promptly notify the Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Jive has used to remediate the virus.
- (c) Jive acknowledges that it is liable to maintain the security and privacy of Customer Data in its possession and may be held liable for a breach of its security obligations under this Contract which results in the improper or unauthorized release of Customer Data that results in a Data Breach, and in each case, subject to the obligations/limitations herein, and if and to the maximum extent permitted by applicable law, subject to the limitations of liability herein.
- (d) Data Location. Jive agrees that all voicemails, faxes, chats/sms, call reports, personal contacts, and call detailed records (CDR), located within Customer Data shall be stored, at rest, solely in data centers in the U.S and Jive shall make a commercially reasonable effort to notify Customer in advance should such information be stored outside of the United States. Should Customer, upon knowledge of such location, object to the change in data location, Jive shall, within thirty (30) days, work with the Customer in good faith to find a commercially reasonable change to Customer’s configuration or use of the Services to avoid handling of Customer Data from the objected to location without unreasonably burdening the Customer. If said change is not determined within thirty (30) days (or any other reasonable period agreed upon between the parties) Customer may terminate this Contract, without further liability, but shall remain responsible for all fees for Services rendered and shall solely be permitted a pro-rata refund of any pre-paid unused fees for the remainder of the then-current term. Unless otherwise authorized by Customer in writing, Jive shall not allow its personnel or contractors to store public jurisdiction data

on portable devices, including personal computers. Jive shall permit its personnel and State approved third-party hosting subcontractors to access Customer Data remotely only as required, based on their role (taking into account the “principle of least privilege” and solely to provide, operate, improve, and support the Jive service). Any remote access of Customer’s instance of the Jive software from Customer’s network shall be done strictly upon the authorization of Customer, e.g. for technical support purposes.

- (e) Contract Audit. Jive shall, no more than once annually (such restriction shall not apply if an audit is occurring due to an actual Data Breach, inclusive of a good faith belief of a suspected Data Breach), allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at the Customer’s expense. For the avoidance of doubt, all such audits shall, unless otherwise required by applicable law, be conducted remotely and consist of a written records review of relevant documentation, books, and records of Jive, as well as a reasonable information security and privacy questionnaire. If after review of the preceding, Customer believes, in good faith, that they still require an on-site audit, any such audit shall be subject to written agreement between the parties as to scope, timing, duration, and reimburseable cost, if any. Customer shall promptly provide Jive with information regarding any non-compliance discovered during the course of an audit. When conducting any such audit, Customer shall use best efforts to minimize interference with Jive’s business operations.
- (f) Data Center Audit. Jive shall perform an independent audit of its own data centers, as applicable, at least annually at Jive’s expense, and may provide a redacted version of the audit report upon request and upon the Customer’s formal agreement to maintain the confidentiality of the audit report. Jive may remove its or its approved contractor’s propriety information from the redacted version. Any such report must follow industry standards, e.g. in the form of a Services Organization Contract (SOC) 2 audit report or approved equivalent third-party audit standard.

17. Security Assessment

- (a) The State requires any entity or third-party vendor hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Vendor submitted to the review and met the State’s minimum security standards at time the Contract was executed. Failure to maintain the State’s minimum security standards as agreed upon prior to execution of this initial contract during the term of the Contract, including renewals, constitutes a material breach.
- (b) To the extent Vendor requests a different third-party hosting sub-contractor than the third-party hosting vendor already approved by the State (which, for the avoidance of doubt, is Amazon Web Services), the different third-party hosting sub-contractor is subject to the State’s approval. Jive shall provide written notice of Jive’s intent to utilize a different third-party hosting sub-contractor prior to migrating Customer Data to the new third-party hosting sub-contractor. The different sub-contractor must submit to a State Certification and Accreditation Review within two weeks of Jive’s written notice to the State. If such information is not submitted within this time frame, or to the extent the different third-party hosting sub-contractor fails to pass areas of the State Certification and Accreditation Review, the State and Jive, in coordination with the different third-party hosting sub-contractor (if reasonably necessary) will identify a time frame in which Jive, in its utilization of the different third-party hosting sub-contractor must provide such information or become compliant and/or evaluate if Jive can otherwise make a commercially reasonable change to the configuration of the State’s use of the Jive services in order to not utilize the non-compliant third-party hosting provider. Failure to submit the required information or to become compliant, and/or find a suitable alternative that would not utilize the non-compliant third-party within an agreed upon timeframe constitutes a material breach and Jive shall coordinate effort with the State and different third party hosting sub-contractor to return Customer data within thirty days of the material breach. State shall remain responsible for all fees for Services rendered and shall solely be permitted a pro-rata refund of any pre-paid unused fees for the remainder of the then-current term.

18. Security Incident or Data Breach Notification:

- (a) Incident Response: Jive shall, to the extent deemed reasonably necessary by Jive or otherwise deemed required by applicable law, communicate with appropriate outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise. If a Security Incident is deemed successful and results in a Data Breach Jive will, to the extent permitted by law, reasonably coordinate any communication with the Customer and the State prior to fielding media inquiries and, if required by applicable law, reasonably coordinate its incident response activities with the State. For the avoidance of doubt, if coordination of incident response is not required by applicable law, Jive shall still reasonably cooperate with the State in the State’s own incident response activities.
- (b) Security Incident Reporting Requirements: Jive shall: (i) maintain processes and procedures to identify, respond to and analyze Security Incidents; (ii) make summary information regarding such procedures available to Customer at Customer’s request, (iii) mitigate, to the extent practicable, harmful effects of material Security Incidents, predicated on the criticality of the risk, that are known to Jive; and (iv) document all relevant Security Incidents and their outcomes. If a Security Incident

is deemed successful and such Security Incident involved the unauthorized use, loss, disclosure of, acquisition of, or access to Customer Data, Jive shall promptly notify the Customer identified contact set forth in Section 26 herein within five (5) business days of discovery of the Security Incident and confirmation of said impact on Customer Data, unless required sooner by applicable law.

- (c) **Breach Reporting Requirements:** If Jive confirms or reasonably believes there has been a Data Breach, Jive shall (1) promptly notify the appropriate Customer identified contact set forth in Section 26 herein within five (5) business days after discovery of the Data Breach, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

19. Breach Responsibilities:

- (a) Jive shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, provided that such cooperation shall not include any access to Jive's systems by Customer or any third party other than Jive's agents, (2) promptly implement necessary remedial measures, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary. For the avoidance of doubt, no such cooperation or assistance of any response activities referenced in section 18 or 19 herein shall in any way prejudice, delay, or otherwise materially impact Jive's own remediation and investigation of a Security Incident or Data Breach that affects a subset of Jive customers other than (or in addition to) Customer.
- (b) If a Data Breach is a direct result of Jive's breach of its privacy and security obligations in this Agreement, Jive shall bear the reasonable costs associated with (1) its investigation to determine the cause of the Data Breach; (2) notifications to individuals, regulators, or others, in each case, as required by applicable state law; (3) credit monitoring services required by applicable state or federal law; (4) a website or toll-free numbers and call center for affected individuals if required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; (5) complete all corrective actions as reasonably determined by Jive (and within Jive's reasonable control) based on root cause, and (6) subject to the limitations of liability in the Agreement, indemnify and hold harmless the Customer and State against all penalties assessed by governmental authorities in connection with the Data Breach. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, JIVE SHALL HAVE NO RESPONSIBILITY TO PAY THE COSTS OF REMEDIATION THAT ARE DUE TO THE RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR ITS EMPLOYEES, AGENTS OR CONTRACTORS.

20. Jive's Additional Representations and Warranties: Jive represents and warrants the following:

- (a) The execution, delivery and performance of the Contract including this Schedule, and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Jive will not, to the best of Jive's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Jive and any third parties retained or utilized by Jive to provide goods or services for the benefit of the Customer.
- (b) Jive shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit Customer's authorized use of the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program; provided that Jive shall have the right to include code or software designed to prohibit or cease any unauthorized use of the hosted or cloud telecommunication services.

21. Termination and Suspension of Service:

- (a) In the event of a termination of the Contract or Ordering Document for any reason, upon request by Customer within 90 days of such termination, Jive shall implement an orderly return of Customer Data in a machine-readable format at a reasonable period of time agreed to by the parties (not to be less than thirty days) and the subsequent secure deletion of Customer Data. If Customer fails to request a return of Customer Data within 90 days Jive shall have no further obligation to maintain or provide any Customer Data and shall thereafter if so requested, unless legally prohibited or otherwise permitted, delete all Customer Data in its systems or otherwise in its possession or under its control.

- (b) During any period of service suspension (e.g. not to exceed ninety (90) days), Jive shall not take any action to intentionally erase any Customer Data. Prior to suspension of any service Jive will provide written notice that includes reason for suspension and allow the State thirty (30) days to cure same from receipt of notice. Should services be suspended Jive shall take no action to intentionally erase any Customer Data during such time. Prior to deprovisioning Customer's account resulting from a service suspension, Jive shall provide written notice to Customer of a date certain that the account will be deprovisions not to be less than 30 days. Upon notice of Jive's intent to deprovision the account Customer may request the return of Customer Data. Jive shall implement an orderly return of Customer Data in a machine-readable format at a reasonable period of time agreed to by the parties (not to be less than thirty days) and, if so requested, the subsequent secure deletion of Customer Data. If Customer fails to request the return of its data prior to the data the account will be deprovisioned then Jive shall have no further obligation to maintain or provide any Customer Data and shall thereafter if so requested, unless legally prohibited or otherwise permitted, delete all Customer Data in its systems or otherwise in its possession or under its control.
- (c) The Customer shall be entitled to any post termination assistance that is in addition to assistance set forth herein that is otherwise generally made available to Jive's user base with respect to the services. The Parties will work in good faith to achieve this purpose.
- (d) Jive shall securely delete and make irretrievable Customer Data, when requested by the State. Data shall be permanently deleted and shall not be recoverable, in addition, when disposing of assets (e.g. harddrives), Jive shall take into account National Institute of Standards and Technology (NIST)-approved methods specified in NIST 800-88 v1. Upon request, after deletion of Customer Data, certificates of destruction may be provided to the public jurisdiction.

22. Modification. Jive and the State may modify this Agreement as set forth in writing and executed by both parties.

23. Governing Law; Personal Jurisdiction; Venue. This agreement is governed by the laws of the State of Oklahoma without regard to its conflicts-of-law provisions. The parties hereby consent to the exclusive personal jurisdiction of the state courts in Oklahoma County, State of Oklahoma.

24. Waiver of Rights. Failure to enforce a right or provision under this agreement does not constitute a waiver of that right or provision.

25. Severability. If any part of this agreement is declared unenforceable by a court, all other parts will remain enforceable.

26. Survival. Sections 7, 8, 10, 11, 13, 13, 15, 16, 17, 18, 19, 20, 21, 23, 24, and 25 of these terms of service will survive termination of this agreement.

27. Notices. (a) Jive shall deliver any notice required under this Agreement to the Customer via personal delivery, registered or certified mail, postage prepared or next business day if sent by commercial overnight delivery service to the following addresses:

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

With a copy, which does not constitute notice, to:
Information Services Deputy General Counsel
3115 N. Lincoln Blvd.
Oklahoma City, OK 73105

For immediate notice which does not constitute written notice:
OMES Help Desk
405-521-2444
helpdesk@omes.ok.gov
Attn: Chief Information Security Officer

Except for billing disputes under section 7(c) or location updates under section 9(b), the Customer shall deliver any notice to Jive by e-mail to legal@logmein.com, or by delivering it to LogMeIn, Attn: Legal Dept., 320 Summer Street, Boston, MA 02210. Either party may update its contact information for notices by delivering written notice of the new contact information to the other party in accordance with this section 26(a). (b) Notice will be deemed to have been

given (1) when sent, if sent by email to the address specified in paragraph (a) of this section, (2) three business days after being mailed by registered or certified mail, postage prepaid; or (3) the next business day, if sent by commercial overnight delivery service; unless, with respect to (2) or (3), tracking information indicates delivery on a different date.

28. Assignment. Except as otherwise provided for in the Contract, neither party may assign its rights or obligations under this agreement without the written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the aforementioned, Rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State. Further, either party may freely assign all or any part of this Agreement, without consent, in connection with a merger, acquisition, corporate reorganization, change of control or sale or disposition of substantially all of its assets (or any substantially similar transaction), as long as written notice of such assignment is provided within a reasonable time after such merger, acquisition, corporate reorganization, change of control or sale or disposition of substantially all of its assets. For the avoidance of doubt nothing herein shall absolve Jive's obligation set forth in section 17, which requires notice and approval.

**Attachment C to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH JIVE COMMUNICATIONS, INC.
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The Service Level Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Jive Communications, Inc. or discussed by the parties.

Jive Hosted VoIP

Service Level Agreement (SLA)

This Jive Hosted VoIP Service Level Agreement (“SLA”) is a Contract Document in connection with Oklahoma Statewide Contract No. 1014 between the State of Oklahoma by and through the Office of Management and Enterprise Services (“State”) and Jive Communications, Inc. (“Contractor”). Client is any State Entity or Affiliate as defined in the Contract.

This SLA describes the specific service level agreements and conditions for Jive Hosted VoIP, a service of Jive Communications. This SLA also specifies the measures to be taken in case of deviation or failure to meet the asserted service guarantees. Jive Communications guarantees that Jive Hosted VoIP will maintain four 9’s (99.99%) in any given calendar year.

Hosted VoIP	Client must subscribe to Jive Hosted VoIP, Jive’s cloud-based telephony service which routes voice calls over the Internet from our data centers to your office location and vice-versa.
Monitoring	Jive Communications and Client shall coordinate Jive Communications’ appropriate access to monitor the Jive Hosted VoIP service in the client network.
Availability	Jive Hosted VoIP is available when you can make and receive calls from internal and external extensions and access administrative controls.
Unavailability	Any period of time during which Jive Hosted VoIP service unable to make voice calls AND client bandwidth is sufficient. Bandwidth must also have acceptably low latency and packet loss.
Exclusions – Client Outages	Loss of service caused by the following will not be included in monthly availability calculations: <div><div>1.</div><div>Unavailability from insufficient bandwidth or any other connectivity issue affecting the client’s site. (Local, national, or international).</div></div> <div><div>2.</div><div>Unavailability caused by the client’s Internet Service Provider. (Local, national, or international.)</div></div>

SERVICE CREDITS

Service Credits shall be payable as follows and relate to the recurring fees for the affected Jive Hosted VoIP service up to 50% of the monthly service(s).

DOWNTIME	CREDIT
<99.99%	0% of Recurring Charges
<99.90%	5% of Recurring Charges
<99.80%	10% of Recurring Charges
<99.70%	15% of Recurring Charges
<99.60%	20% of Recurring Charges
<99.50%	25% of Recurring Charges
<99.40%	30% of Recurring Charges
<99.30%	35% of Recurring Charges
<99.20%	40% of Recurring Charges
<99.10%	45% of Recurring Charges
<99.00%	50% of Recurring Charges

REPORTING PROCEDURE

Follow Jive Communication’s reporting procedure carefully to ensure any service credits are applied properly. Only authorized contacts listed on the client account can formally report issues to Jive Communications. The following table provides the SLA resolution by priority may affect service credits:

PRIORITY	SUMMARY	EXAMPLE(S)	RESOLUTION
1	Total loss of service. Voice quality deemed unusable.	Inbound calls do not connect. Users cannot dial outbound. Incomprehensible audio.	Initial Response: Within 15 min. Best Effort Resolution: Within 4 hrs.
2	Degraded service performance. Isolated call incidents. Impaired feature functionality	Calls sound choppy. Dropped calls. Cannot dial a certain number.	Initial Response: Within 4 hrs. Best Effort Resolution: Within 24 hrs.
3	Service change request. Issues impacting a single user/phone.	A phone will not connect. Need to change inbound call routing.	Initial Response: Within 24 hrs. Best Effort Resolution: Within 72 hrs.

HOW TO SUBMIT AN ISSUE

- Email a ticket to support@getjive.com. In your ticket:
 - A. Describe issue (e.g., “Inbound calls to number xxx-xxx-xxxx not ringing through”)
 - Include relevant details (e.g., “Start time, how to replicate, scope of affected users”)
- You will receive a ticket number responder, indicating a ticket has been opened for the issue and including the priority given by Jive Communication.

ESCALATION POINTS

If you do not receive a response within the Initial Response time of your call, you can reach Jive Communications' Support Center at 801-717-1556 and request your issue be escalated. You can also contact your appointed Service Account Manager and request your ticket be escalated.

The issue will be internally logged and confirmed by the Jive Communications support team. An engineer will review your open ticket with the resolution times stated above. Your response will then be processed via phone or email, and a resolution path suggested. Please note that calls may NOT be put straight to an engineer, but the engineers on call will be made aware of your issue and its priority and will respond within the allocated time frame.

SLA TERMS AND CONDITIONS

SLA EXCLUSIONS

The following situations are not in the scope of this SLA:

- **Planned Maintenance.** Any planned maintenance of the Client Solution or any other infrastructure relating to the Client Solution. Jive Communications will do everything possible to minimize and avoid downtime during any such maintenance window. The client will receive prior notification of at least 1 week of any upcoming maintenance, such notification will be sent to the email address we have on file. It is the responsibility of the client to ensure that Jive Communications has current contact details. Planned maintenance of the Jive Communications infrastructure shall happen between the hours of midnight and 6 am GMT on weekdays or weekends.
- **Emergency Maintenance.** To prevent prolonged outages affecting our cloud services, Jive Communications may be required to perform emergency maintenance. The Client will receive prompt notification as soon as reasonably possible of any emergency maintenance. In this instance our notice period could be less than 24 hours. To minimize the effect on the client solution, Jive Communications will aim to return service within one hour, from when the emergency Maintenance began.
- **Malicious Attacks.** If a third party not associated with Jive Communications initiates a "Denial of Service" or other form of disabling attack against your Cloud Service or major portions of our network, Jive Communications will do everything in its power to stop the attack, but cannot guarantee a resolution time. Nothing in this paragraph relieves Jive of the security breach and notification obligations set forth elsewhere in this Agreement.

SERVICE DEFINITIONS

- **Unavailability.** The cumulative total unavailability for the relevant Jive Communications service. For the avoidance of doubt, Client Outages and Planned Maintenance are excluded from this definition.
- **Client Outages.** Include change or action taken by the Client's Personnel without approval from Jive Communications and insufficient bandwidth or connectivity issue due to Client's ISP.
- **Total Available Service Time.** The total time in the relevant year, 24 hours a day for every day in a month. Fixed calendar months will be used i.e. 1st Jan to 31st Jan, 1st Feb to 28th Feb, etc.

- **Measurement.** The 99.99% uptime guarantee is measured on a yearly basis (starting from the first full calendar quarter (Jan to Mar, Apr to Jun, July to Sept, Oct to Dec) after the end of the “stability period”). The “stability period” means the period of 3 months after the Client solution has gone live (or such other period as agreed between the parties).
- **Reporting.** Jive Communications shall report on the tickets and uptime to the Client on a quarterly basis if requested. Reports shall be based on Jive Communications’ records and shall be used in calculating any Service Credits payable (except in the case of manifest error or reporting problems with Jive Communications’ SLA monitoring solution, in which case Jive Communications and the Client will discuss and agree any Service Credits that may be applicable).
- **Credit Notes.** If according to Jive Communications records Service Credits are payable, Jive Communications shall issue a credit note to the value of the Service Credits. Maximum Service Credits. The maximum Service Credits due in any one calendar month shall not exceed 50% of the monthly fees. Where multiple Jive Communication cloud services are part of the Client solution, the maximum service credits are restricted to that portion of the Recurring Fees that relate to the cloud service(s) that have not achieved the Service Level commitment.

AVAILABILITY

The % availability calculation formula is as follows, measured on a yearly basis:

$$\frac{\text{Total available service time} - \text{Jive Communications outages}}{\text{Actual service availability}} \times 100 = \text{Total available service time}$$

Jive Communication outages are calculated from the time of the initial report by the Client or Jive Communications, until the time of a fix report from Jive Communications.

SERVICE LIMITATION

The Service Levels shall not apply (and Service Credits shall not be payable) where:

1. The Client fails to promptly comply with the client obligations set forth in this SLA;
2. The Customer fails to pay the fees under the applicable sale quote in accordance with applicable Oklahoma law and fails to address said failure within 30 days of receipt of written notice by Jive Communications for such default;

**Attachment D to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH JIVE COMMUNICATIONS, INC.
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The Equipment Rental Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Jive Communications, Inc. or discussed by the parties.

Equipment Rental Agreement

This Equipment Rental Agreement plus the applicable sales quote ("Agreement") governs the rental of business communications equipment provided by Jive Communications, Inc. ("Jive") to the Customer. This Agreement is a Contract Document in connection with Oklahoma Statewide Contract No. 1014 between the State of Oklahoma by and through the Office of Management and Enterprise Services ("State") and Jive ("Contract"). Customer is any State Entity or Affiliate as defined in the Contract.

This Agreement will become effective ("Effective Date") as of the signature date of a Customer's order.

The parties agree as follows:

1. **Equipment Rental.** All rented phones must have a corresponding phone service subscription for the entire rental term. Except as set forth in the Contract, the Customer shall pay the service charges or bundle charges set forth in the Agreement for the entire rental term.
2. **Term; Extension.** The initial term of the Agreement may only be two, three, or five years and is equal to the term stated on the sales quote.
3. **Returns.** No later than 15 business days after the Effective Date the Customer may terminate the Agreement by giving notice of termination to Jive and promptly returning to Jive, at the Customer's expense, any equipment already received by the Customer.
4. **Billing.** Except as otherwise set forth in the Contract, the Customer shall pay the rental charges or bundle charges set forth in the Agreement in accordance with the billing provisions of the Contract.
5. **Maintenance of Equipment.** (a) The Customer shall keep the rental equipment in good working condition.
(b) If Jive determines the rental equipment is damaged through abuse or neglect while in Customer's possession, the Customer shall pay Jive an amount equal to the lesser of the cost to replace the equipment or the cost to repair the equipment.
(c) If the Customer fails to return the rental equipment within a reasonable time after the termination of the Agreement, it shall pay Jive an amount equal to the replacement cost of the rental equipment.

6. **Sub-renting of Equipment.** Except as set forth in the Contract, the Customer shall not pledge, encumber, sub-rent, or loan the rental equipment to any third party without Jive's written consent.
7. **Defective Equipment.** Jive shall repair or replace any rental equipment that fails during the rental term due to a manufacturer's defect at no cost to the Customer. Jive will determine whether to repair or replace and may provide replacement equipment that has been previously used, but such replacement equipment must be of same or similar quality. Jive agrees to prorate the cost of failed equipment each day it takes to replace said equipment.
8. **Governing Law; Personal Jurisdiction; Venue.** This Agreement is governed by the laws of the State of Oklahoma without regard to its conflicts-of-law provisions. The parties hereby consent to the exclusive personal jurisdiction of the state courts in Oklahoma County, State of Oklahoma.
9. **Waiver of Rights.** Failure to enforce a right or provision under this agreement does not constitute a waiver of that right or provision.
10. **Severability.** If any part of this rental agreement is declared unenforceable by a court, all other parts will remain enforceable.
11. **Survival.** Sections 4, 5, 6, 9, 10, 11, 12, and 13 will survive termination of this rental agreement.
12. **Notices.** (a) Jive shall deliver any notice to the Customer to the mailing address stated in the Agreement. The Customer shall deliver any notice to Jive by fax to 385-309-0012, by e-mail to support@jive.com, or by delivering it to 1275 West 1600 North, Suite 100, Orem, UT 84057. Either party may update its contact information for notices by delivering notice of the new contact information to the other party in accordance with this section 12(a). (b) Notice will be deemed to have been given (1) when sent, if sent by email to the address specified in paragraph (a) of this section, (2) three business days after being mailed by registered or certified mail, postage prepaid; or (3) the next business day, if sent by commercial overnight delivery service; unless, with respect to (2) or (3), tracking information indicates delivery on a different date.
13. **Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the aforementioned, rights granted under the terms of the Agreement may be assigned or transferred, at no additional cost, to other entities within the State.



Quote # <<Quote #>>

Service Term: <<Insert Term>>

Expiration Date: <<insert Date>>

Attachment E to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH JIVE COMMUNICATIONS, INC.
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014

The **Quote Template** is hereby amended as set forth below and supersedes all prior documents submitted by **Jive Communications, Inc.** or discussed by the parties. The parties agree to use this **Quote Template** or a document substantially similar.

Proposal for Voice Services

<<Customer Name>>

TODAY'S TOTAL	QTY	MSRP	JIVE PRICE	TOTAL
New Account Setup				
Project Management				
System Configuration / Number Porting				
Deployment Engineering				
TAXES AND FEES				
TOTAL				

MONTHLY TOTAL	QTY	MSRP	JIVE PRICE	TOTAL
Jive Voice				
Standard User				
Unlimited local and domestic long distance				
Full suite VoIP features				
Jive Desktop, Web, and Mobile applications				
Ultra-Low Usage User				
50 outbound dialing minutes (per user, per month, pooled)				
Full suite VoIP features				
Jive Desktop, Web, and Mobile applications				
DID				
Jive Managed Services				
24/7 Technical Support / Customer Service				
24/7 Network Monitoring / Reporting				
TAXES AND FEES				
TOTAL				

TODAY'S TOTAL

\$XX

MONTHLY TOTAL

\$XX



Quote # <<Quote #>>

Service Term: <<Insert Term>>

Expiration Date: <<insert Date>>

Proposal for Hardware

<<Customer Name>>

OPTION 1:	QTY	MSRP	JIVE PRICE	TOTAL
Hardware - Purchase				
TAXES AND FEES				
TOTAL				

OPTION 2:	QTY	MSRP	JIVE PRICE	TOTAL
Hardware - Rental				
TAXES AND FEES				
TOTAL				

Please note: Any applicable estimated taxes and fees may vary and include Regulatory Recovery Fees, E911, Universal Service Fees (USF), and other taxes, fees, access charges, and surcharges assessed on the federal, state, and local government level.



Quote #
Service Term:
Expiration Date:

Proposal for Voice Services

TODAY'S TOTAL	QTY	MSRP	JIVE PRICE	TOTAL
TAXES AND FEES				
TOTAL				

MONTHLY TOTAL	QTY	MSRP	JIVE PRICE	TOTAL
TAXES AND FEES				
TOTAL				

Please note: Any applicable estimated taxes and fees may vary and include Regulatory Recovery Fees, E911, Universal Service Fees (USF), and other taxes, fees, access charges, and surcharges assessed on the federal, state, and local government level.

TODAY’S TOTAL

MONTHLY TOTAL



Quote # <<Quote #>>

Service Term: <<Insert Term>>

Expiration Date: <<insert Date>>

Proposal for Hardware

OPTION 1:	QTY	MSRP	JIVE PRICE	TOTAL
Hardware - Purchase				
TAXES AND FEES				
TOTAL				

OPTION 2:	QTY	MSRP	JIVE PRICE	TOTAL
Hardware - Rental				
TAXES AND FEES				
TOTAL				

Please note: Any applicable estimated taxes and fees may vary and include Regulatory Recovery Fees, E911, Universal Service Fees (USF), and other taxes, fees, access charges, and surcharges assessed on the federal, state, and local government level.

Quote # <<Quote #>>

Service Term: <<Insert Term>>

Expiration Date: <<insert Date>>

Proposal Acceptance

What to Expect

From the time the sales quote is fully executed, the following timeline will be in effect:

- **EQUIPMENT.** You will be contacted within 48 business hours for information necessary to configure phones. If information is obtained during that time, equipment will be shipped and arrive within 10 business days. If expedited shipping is requested, you will be charged additional shipping charges and the shipping timeline will be accelerated.
- **PHONE NUMBERS (NEW).** New phone numbers are typically available 4–5 business days after they have been requested, but can take 10–12 business days in some instances. If expedited number acquisition is requested, you will be charged \$50 per number. Expedited numbers are usually available within 2–3 business days.
- **PHONE NUMBERS (EXISTING/PORT).** Porting existing numbers takes 20 business days, unless there are issues that cause the order to be rejected by the current phone provider. If a port request is rejected, the request will be resubmitted and the porting timeline will start over. If expedited number porting is requested, you will be charged \$50 per number. Expedited numbers are usually ported within 8–10 business days.
- **DIAL PLAN AND SYSTEM SETUP.** You will be contacted within 5 business days to begin the process of setting up your dial plan, call routing, etc. If Jive receives the necessary information within this time frame, all configuration will be done within 10 business days.
- **SUPPORT.** Feel free to contact Jive Support staff at any point in the process by calling 877-JIVE-003 (877- 548-3003).
- **BILLING.** Charges will begin to accrue as soon as the 25 non-billed, trial phone calls are completed, or as soon as phone number on your account is ported, whichever occurs sooner.

Terms and Conditions

By signing below, Customer personally certifies that he or she is an Authorized Agent of the Company, and has read and agrees to be bound by Jive's terms and conditions, located herein at Attachment B. Customer agrees that any prior verbal or written communication regarding services and/or pricing from Jive Communications is superseded by Jive's Terms and Conditions and this quote. Customer understands that the amount identified as "monthly charges" is the base amount that will be charged each month. Additional monthly usage fees may apply, including but not limited to international calling charges and local, state, and federal taxes. Future changes to nature or quantity of services on the account may cause changes in monthly charges.

Signed

Signed (Jive Communications)

Name:

Title:

Date:

Name:

Title:

Date:

**Attachment F to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH JIVE COMMUNICATIONS, INC.
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The **Statement of Work** is hereby amended as set forth below and supersedes all prior documents submitted by **Jive Communications** or discussed by the parties. The parties agree to use this **Statement of Work** or a document substantially similar in the form of this **Statement of Work**.



Statement of Work

[Company Name]

[Date]



I. Executive Summary

[Company Name] has selected Jive Communications as its VOIP service provider. Jive will follow this statement of work during project implementation (the “project”). This statement of work describes the milestones, tasks, and deliverables for the project and outlines Jive’s expectations for [Company Name]’s involvement.

II. Project Milestones

The following outlines key milestones of the project:

(Go-Live: 30–45-day timeline starts after paperwork completion; excludes Broadband timelines)

A. Kick Off Call

B. Paperwork Orientation and Completion

- User Worksheet
- New Number Form
- Number Porting Document(s)
- Number Routing Worksheet
- Broadband Paperwork (If Quoted)

C. Engineering Questionnaire and Network Diagram

D. Weekly Calls

E. Broadband (If Quoted)

- Submit Circuit Order
- Submit Equipment Order
- Test and Turn Up

F. Equipment

- Router(s)
- Phones
- Power Supplies
- ATA(s)

G. Number Porting

- Submit Porting Documents
- Submit New Number Request(s)
- Confirm FOC – (Firm Order Commitment or Go Live Date)

H. Portal/PBX Training

- Number Routing
- Dial Plans Built

I. On-Site Engineering (If Quoted)

- Network Configuration

J. On-Site Training (If Quoted)



- Phone Training
- Phone Placement

K. Go Live Date

- Numbers Port

L. Testing

- E911
- Caller ID
- Circuit Testing
- Engineering Testing (Failover, etc.)

M. Project Finalization

III. Project Tasks and Deliverables

A. Initiate Phase

1. Tasks

- a. Identify project members and create contact list
- b. Review expectations and gather requirements
- c. Create a customized Project Plan
- d. Paperwork Orientation
- e. Ticket Creation

2. Deliverables

- a. Project Plan
- b. Paperwork Completion
- c. Equipment Ordering
- d. Communication Plan

B. Planning Phase

1. Tasks

- a. **Gather Project Information:**
 - i. FOC Date/Go-Live Date
 - ii. Number Routing Worksheet
 - iii. Network Configuration Plan
 - iv. Multiple Site Assessment (If applicable)
- b. **Site and Resource Preparation/Allocation**
 - i. Weekly Recurring Meeting
 - ii. Phone Delivery Date
 - iii. Router Delivery Date
 - iv. Broadband Installation Plan (If applicable)

2. Deliverables

- a. Project Information for Install and Deployment



- b. Training Plan
- c. Network Configuration Plan
- d. Onsite Placement Plan (If applicable)

C. Executing Phase

1. Tasks

- a. Broadband Install (If applicable, may take 60–120 days based on selection)
- b. Number Porting (FOC Date/Go Live Date)
- c. Network Configuration
- d. Equipment Delivery
- e. Training
 - Portal/PBX Training
 - Phone Training
 - Dial Plan Configuration
- f. Number Routing
- g. Phone Placement (If applicable)
- h. Onsite Paging Integration (If applicable)

2. Deliverables

- a. Network and Jive Equipment Configured
- b. Circuit Installed
- c. Portal Configured
- d. Admin Personnel Trained
- e. Numbers Ported and Routed

D. Testing Phase

1. Tasks

- a. Network and Failover Testing
- b. Inbound/Outbound Dialing
- c. E911 Report
- d. Portal/PBX Configuration Verified
- e. Broadband – Test and Turn Up (If applicable)

2. Deliverables

- a. Project Documentation
- b. E911 Report
- c. Test and Turn Up Notification

E. Project Completion Phase

1. Tasks

- a. Resolve all Technical Issues
- b. Project Handoff Meeting

2. Deliverables

- a. Account transitioned from Active Projects to Normal Operations
- b. Contact information provided for all departments moving forward.



IV. Assumptions

The timing and milestones in section B and the tasks and deliverables in section C require cooperation and information from [Company Name]. [Company Name] agrees to take the actions, complete the forms, and supply the information identified below as necessary for the project:

Actions:

- Complete, sign, and provide paperwork in a timely manner
- Build and configure online portal and dial plans (Jive will provide training and support)
- Retain analog phone lines for faxing, fire alarms, elevators, and failover
- Grant network access to assigned field engineer
- Select a failover option provided by Jive, and allow engineer to configure the failover
- Provide physical access to broadband technician onsite (If applicable)
- Attend weekly update meetings
- Deploy IP handsets to desks (If no onsite placement was quoted)
- Provide portal/phone training to end users
- Participate in the testing/validation process
- Provide necessary points of contact (IT, billing, main point of contact)
- Provide authorized signatures on required documents

Forms: (some of these may be required before the project can move forward)

- Quote*
- Purchase Order*
- Rental Agreement*
- User Worksheet
- Number Routing Worksheet
- Itemized Port Form and Letter of Authorization*
- Toll-Free Port Request*
- Customer Service Record (CSR)
- Copy of Bill (COB)
- New Number Request Form*
- Broadband Services Purchase Agreement*
- Broadband Order Form*
- Broadband Demarc Form*
- Engineering Questionnaire
- Network Diagram
- Authorized Dealer Access Form*

*Document requires authorized signature

Portal Configuration Items:

- Audio Prompts
- Voicemail Greeting Recordings
- Post Implementation Number Routing
- Dial Plan Creation



V. Scope of Work Acceptance

Any changes to the milestones, tasks, or deliverables associated with the project require written approval by Jive Communications and [Company Name] using the Change Request Form appended to this document. By signing below, the parties agree to the terms outlined in sections A through E of this Statement of Work.

[Company Name]

Signature

Name

Title

Date

Jive Communications

Signature

Name

Title

Date



Change Request Form – Company Statement of Work

Jive Communications, Inc.
1275 W 1600 N, Suite 100
Orem, UT 84057

Customer:	[Company Name]	SOW:	[Title]
Address:	[Company Address]		
	[Keywords]		
Jive Project Mgr.:	[Manager]	SOW Date:	[Publish Date]

SOW Supplement No. ()

(General Description of Change)
Details of Change:

ACCEPTANCE

This Change Request Form, when accepted by the Customer and Jive Communications, Inc., will become part of the Statement of Work referred to above. All other terms and conditions of the Statement of Work will remain the same.

[Company Name]	Jive Communications, Inc.
Signature	Signature
Name / Date	Name / Date

CONTRACT TO DATE

Original Statement of Work Amount:	\$
Prior Change Request Forms:	\$
This Change Request Form:	\$
Adjusted Project Amount:	\$

PRINT 2 COPIES, SIGN BOTH, GIVE TO CUSTOMER FOR SIGNATURES, THEN ONE COPY TO JIVE

**Attachment G to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH JIVE COMMUNICATIONS, INC.
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The Network Services Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Jive Communications, Inc. or discussed by the parties.

Network Services Agreement

This network services agreement governs the Jive Business Continuity service (the “JBC Service”) provided by Jive Communications, Inc. (“Jive”). It is between Jive and the “Customer” identified in a signed sales quote.

The parties agree as follows:

1. **Terms of service.** This agreement is subject to Jive’s standard terms of service, attached herein at Attachment B.
2. **Term.** This agreement will automatically terminate at the same time as the Customer’s contract for phone service from Jive.
3. **Basic operation.**
 - 3(a). The JBC Service will
 - (1) monitor the Customer’s wide area network for degradation likely to affect call quality,
 - (2) alert the Customer via email if degradation is detected, and
 - (3) allow the Customer to make extension-to-extension calls to other Jive users on its local area network if the Customer loses its internet connection. The JBC Service will not function without electrical power.
 - 3(b). The monitoring described in section 3(a) is accomplished via software (the “Software”) pre-installed on hardware Jive will provide to the Customer (the “JBC Hardware”). The JBC Hardware must be connected to the Customer’s local area network for the JBC Service to work.
 - 3(c). Jive may aggregate the Customer’s network performance data with other network performance data to identify regional network performance trends. The Customer hereby authorizes Jive to publish or share this aggregated data in a way that does not identify the Customer.
 - 3(d). The Customer acknowledges that call quality is influenced by many factors and cannot be predicted with certainty.
4. **Optional analog failover.**
 - 4(a). If the Customer has purchased optional analog failover service and experiences an internet outage, the JBC Service will
 - (1) route the Customer’s outgoing calls over an available analog telephone line,
 - (2) prioritize outbound 911 calls over other outbound calls when all lines are occupied by outbound calls, and
 - (3) accept incoming calls if the Customer has an open analog telephone line and has previously specified the extension to which the calls should be directed.

- 4(b). The analog failover described in section 4(a) requires at least one analog telephone line, which the Customer must obtain separately.
- 5. **Hardware ownership.** Jive owns the JBC Hardware and any additional hardware it provides the Customer for analog failover (the “Failover Hardware”). The prices quoted to the Customer for this hardware are for use of the hardware, not to own it. Upon termination of this agreement, the Customer shall return the JBC Hardware and any Failover Hardware to Jive at the Customer’s expense.
- 6. **Third-party Software.** The Software uses Qt Development Frameworks, a third-party software library owned by The Qt Company, which the Software uses via dynamic linking under an open source GNU LGPL v2.1 license. That license, not this agreement, governs the use, reproduction, and distribution of Qt Development Frameworks. The Customer may copy, modify, and distribute Qt Development Frameworks. The Customer may obtain a complete machine-readable copy of the source code for Qt Development Frameworks without charge (except for the cost of media, shipping, and handling) upon written request to Jive. The Customer may download a complete human-readable copy of the source code at <https://static.jive.com/jtmupdates/installers/qt-everywhere-opensource-src-5.3.2.7z>.
- 7. **Effectiveness; signature.** This agreement will become effective when the Customer has signed the sales quote. The Customer may sign the sales quote by electronic means (for example, by typing the name of the Customer’s authorized representative into a web form).