AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SYNTELLECT, INC.

THIS AGREEMENT, entered into this _____ day of _____ , 20_____,

by and between the COUNTY OF SAN MATEO, hereinafter called "County," and

SYNTELLECT, INC., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing implementation of an Interactive Voice Response (IVR) System that can be used with Meridian PBX, Automated Call Distributing (ACD), a Meridian Symposium Server and Computer Telephony Integration (CTI) technologies necessary for support of call center operations.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits.
The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Statement of Work
Exhibit B—Payments and Rates
Exhibit C – Equal Benefits Compliance Declaration Form
Attachment I – Vista Product Information

2. Services to be performed by Contractor.
In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments.
In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **Two Hundred and Eleven Thousand Dollars, $211,000.**

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **January 6, 2004 through April 6, 2005.**

This Agreement may be terminated by Contractor, the Director of the Human Services Agency or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless.

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8.   Assignability and Subcontracting.

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9.   Insurance.

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1)   **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(2)   **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:
(a)   Comprehensive General Liability $1,000,000
(b)   Motor Vehicle Liability Insurance $1,000,000
(c)   Professional Liability $1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses.
All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination.
A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

4

C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to

    i) termination of this Agreement;

    ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;

    iii) liquidated damages of $2,500 per violation;

    iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records.

Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

13. Merger Clause.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Controlling Law.

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

15. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to: Kathryn Ciamarro,
Director of Automation
Human Services Agency
400 Harbor Blvd., Bldg. C
Belmont, CA 94002
650-802-7578

In the case of Contractor, to:
Scott Brooks
Syntellect, Inc.
16610 N. Black Canyon Hwy., Suite 100
Phoenix, Arizona 85053
800-788-9733

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By:_____

Mark Church, President
Board of Supervisors

Date:_____

ATTEST:

By:_____
Clerk of Said Board

SYNTELLECT, INC.

Anga Allen

Contractor's Signature

Date:___11-20-03_____

SYNTELLECT
creating a responsive enterprise

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

CONTRACTOR'S RESPONSIBILITIES:

IMPLEMENTATION PROCESS

SYNTELLECT ROLES & RESPONSIBILITIES

PROJECT MANAGEMENT

A project manager will be assigned to assist in coordinating the Vista software solution. Vista software is built on an open, scalable, standards-based framework to form a unified foundation for many different types of enterprise interactions. The Vista framework supports inbound and outbound telephone (touchtone, voice, and fax), host, and web transactions. The framework provides extensive interface capability and reporting options as well as a standard set of application development, administration and management tools. The project manager will guide the customer through the implementation process, described herein. Some of the steps that will be followed include:

- Familiarizing the customer with the project implementation process.

- Accurately assessing the configuration of the customer's system.

- Defining any software requirements that are necessary to complete the integration of the new Vista system(s) into the call center by managing the deliverables required to complete a functional specification.

- Tracking the progress of the project through the use of a formal project plan.

- Ensuring that your system is installed within the criteria defined in the documented deliverables that have been agreed upon

- Documenting and tracking issues, resolution, and change requests

MANAGER OF INTEGRATION SERVICES

The role of the Manager of Integration Services is to review the content of the sales order and

© 2003

determine the requirements for site preparedness. This individual will work directly with the customer to define the hardware provisioning and network connectivity components that must be in place to support a successful Vista integration, as described in the previous page. Some documents this key project player provides include:

- **Final Hardware Specification.** This specification outlines PC system components that must be purchased

- **Site Preparation Checklist.** This checklist covers all connectivity requirements.

SYNTELLECT SYSTEM ANALYST

The functional specification document is the single source of system requirements, ensuring both the Syntellect software engineering team and the customer's implementation team have a common set of requirements from which to work, as well as a common benchmark to test the system against.

To develop the functional specification and test plan, the systems analyst will work closely with the customer to analyze their business practices and create a workflow diagram from which the specification can be determined.

In addition to the above documentation, the system analyst will revise any previously developed site diagrams (generally created during the pre-sales process) into a final diagram that will be presented for sign-off and inclusion in the functional specification document.

INTEGRATION ENGINEER

A Syntellect integration engineer will be responsible for installing all hardware related to the Vista platform. As a guide for your installation, the integration engineer will use the site diagram and site preparation checklist described previously.

SOFTWARE ENGINEER

A Syntellect software engineer will be responsible for developing the Vista system programming according to the functional specification.

COUNTY'S RESPONSIBILITIES:

PROJECT MANAGER

County will assign a project manager needs to be assigned. This person will serve as Syntellect's primary contact throughout the project and will be responsible for coordinating all customer resources, deliverables, and milestones to completion.

SYSTEMS ANALYST

If (on an exception basis only) the customer chooses not have Syntellect develop their functional specification, they will be responsible for assigning a systems analyst who will create the functional specification and test plan. In such instances, Syntellect will provide the customer with a list of details that are relevant to creating these documents.

NETWORK SPECIALIST

A network specialist will be required to initiate and coordinate the necessary network cabling, hardware, and programming required to support the Vista platform. This person will use the site diagram and site preparation checklist as a guide for these requirements.

HOST/BACKEND SPECIALIST

A host/backend specialist will be required to initiate and coordinate the necessary host/backend cabling, hardware, and programming required to support the Vista platform. This person will use the site diagram and site preparation checklist as a guide for these requirements.

TELEPHONY SPECIALIST

A telephony specialist will be required to initiate and coordinate the necessary telephony cabling, hardware, and programming required to support the Vista platform. This person will use the site diagram and site preparation checklist as a guide for these requirements.
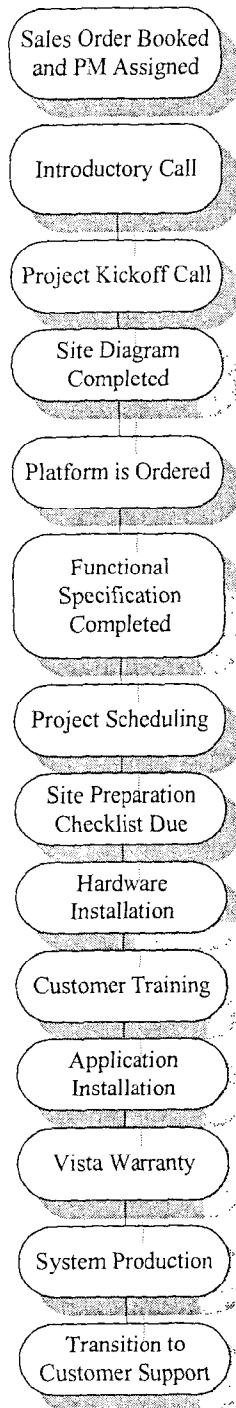
TELEPHONY VENDOR

In some instances, a telephony vendor will be required to assist the telephony specialist in obtaining the necessary equipment to support the Vista platform. In addition, they may be required to assist in programming or in discussions of the more technical requirements for a successful implementation. Syntellect will gladly participate in any technical calls with the customer and their telephony vendor if needed.

PROJECT TASKS

A flow chart of the project tasks involved in a Vista installation is shown on the next page.

Vista Implementation Process

Sales Order Booked and PM Assigned

Introductory Call

Project Kickoff Call

Site Diagram Completed

Platform is Ordered

Functional Specification Completed

Project Scheduling

Site Preparation Checklist Due

Hardware Installation

Customer Training

Application Installation

Vista Warranty

System Production

Transition to Customer Support

The tasks described below represent the project plan tasks from the point where the sales order is booked through customer site preparation. Remaining project plan tasks are described under the "Installation Tasks" segment of this document.

Assignment of Syntellect Project Manager

At the completion of the sales cycle, notification will be given to the Syntellect Director of Project Management, who will assign a project manager to the account. The project manager will be responsible for facilitating the project to a successful completion.

PROJECT KICK-OFF MEETING

The goals of this meeting are to discuss the following items:

- Roles and responsibility definition for all project team members

- Review of the requested project functionality

- Review of technical requirements/site diagram

- Functional specification

- Site preparation for installation

- Review of the sample project time line

- Review of other project related items

Deliverables for the project kickoff meeting include:

- Scheduling of the functional specification call or on-site meeting

- Scheduling of the delivery date for the site drawing

- Scheduling of the weekly project status meeting

- Sign-off from the customer indicating review of the pre-installation guide

WEEKLY PROJECT STATUS MEETING

After the functional specification has been finalized and development is underway, questions may arise. Weekly calls are established in order to ensure open communication with the customer project team and Syntellect's project team.

SITE PREPAREDNESS

Several items are required for a successful implementation of your Vista solution. These items are the foundation for building the Vista platform and are essential deliverables for the project. They include:

- **Site Diagram.** The Syntellect systems analyst will complete and provide a site architecture diagram (site diagram). It is the HSA's responsibility to confirm the validity of this diagram by reviewing it and providing a signature to verify its accuracy. The diagram is the foundation on which the customer's Vista solution is built.

- **Syntellect Provided Software.** Syntellect will be providing software and licensing based on the sales order and product services order form submitted by the HSA. These components typically include Vista software and OEM software required for Vista's core functionality.

- **Provided Platform Requirements.** The Human Services Agency will provide the platform on which the Vista system will reside. Once a site diagram has been completed, the Syntellect project manager will provide final platform requirements (as defined by Syntellect integration services), including part numbers necessary to fulfill the scope of the system purchased.

- **Site Preparation Checklist.** Syntellect's project manager will provide a custom site preparation checklist. This contains a list of action items that must be completed by the HSA to ensure that the site is prepared for the installation of Syntellect hardware and software. The essential components of the site preparation checklist include: platform setup requirements, network requirements, telephony requirements, host/data requirements, scope of work for the customer before the scheduled hardware installation, and scope of work for Syntellect during hardware installation.

FUNCTIONAL SPECIFICATION MEETING

The project manager will schedule a functional specification meeting to include the appropriate customer resources.

A completed functional specification is essential to a successful project. It will provide the specific details of the system to be installed and is intended to be the sole resource used by Syntellect's software engineering team to program and configure the Vista application. Essential components of this document include:

- Project summary

- Site diagram

- Complete script including verbiage and call flow diagrams

- Host screens or database record layouts and associated logic (data dictionary)

- Complete test plan

- List of test accounts encompassing every path through the IMR (including the error path)

Once the specification is complete, the project manager will review it for content and then turn it in to our application services team for their detailed review. Both Syntellect and the HSA will sign the final document. At that time, the project manager will confirm a schedule for completing system development and installation.

PROJECT SCHEDULING

Once a completed and signed functional specification has been accepted by Syntellect, the scheduling of the project will begin.

INSTALLATION TASKS

There are two distinct phases of the installation of the Vista system: hardware installation and application installation.

Syntellect Application Development

Once the project has been scheduled, the Syntellect software engineer will begin work on application development. Applications will be developed (using the functional specification as a guide) at Syntellect, for later installation at the customer's site.

SITE PREPARATION

Using the site preparation checklist as a guide, the HSA will prepare the site for the hardware and application installations. The requirements essential for a successful installation of both phases include but are not limited to the following:

- Platform setup

- Network programming and setup

- Telephony programming and setup

- Host/data programming and setup

- Completion of the above two or three weeks before the hardware installation

- Signature on the site preparation checklist

HARDWARE PRE-INSTALLATION MEETING

Before the Syntellect integration engineer arrives on-site, the HSA and Syntellect will participate in a hardware pre-installation meeting. The meeting agenda will include discussion of the following items:

- Site preparation checklist

- Hardware installation agenda

- Potential trouble spots

- Benchmarks for hardware installation

HARDWARE INSTALLATION

This responsibility is performed by our integration engineers using the site diagram and site preparation checklist as a guide. This phase is conducted on-site and includes:

- Verification of site-readiness

- Unpacking of Syntellect-supplied equipment

- Installation of Syntellect-supplied equipment and software

- Connection of Syntellect-supplied equipment and software to external systems including the host, network, and telephony systems

- Testing of all components

The integration engineers are typically scheduled to be on-site for two days for each Vista system to be installed. This may vary depending on the scope of effort required to complete the installation.

APPLICATION INSTALLATION PRE-INSTALLATION MEETING

The purpose of this meeting is to introduce the software engineer in order to discuss specifics of the application as well as the agenda for the installation of the application.

CUSTOMER TRAINING

The administrators of the Vista system should attend Syntellect's System Administrator Certification course prior to installation. Class attendance is highly recommended prior to the installation of HSA's system.

APPLICATION INSTALLATION

After the hardware has been installed, a software engineer will test the application remotely for a period of two weeks prior to its arrival on-site. This allows the developer to complete testing and run through the customer's test plan to ensure the program is working as specified. Once the software engineer is done with their testing, they will turn the application over to the HSA. This can be done remotely or on-site. The following agenda will be used:

- The Syntellect software engineer will assist/train the HSA in voice recording. This requires that the designated voice talent be available for one full day (if custom voice is not purchased).

- A walk through of the Vista application test plan with the HSA test team will occur. This requires that the customer sign a document indicating that the application has been delivered and that the test plan has been executed. The HSA is required to plan for necessary personnel from their organization to be scheduled for the entire time that the Syntellect developer is running through the application (either remotely or on-site). Identified personnel must have the authority to sign off on a complete installation.

- A training session will take place where the Syntellect software engineer will cover minor system administrative duties and specifics of the customer application. This requires that the HSA make their designated IVR system administrator available. (Note: this training is not a substitute for the system administrator training offered by Syntellect Education Services. If the system administrator has previously attended the certification class, this should only be a refresher for the training already received. It is also suggested that more than one person be available for this training.)

VISTA APPLICATION WARRANTY PERIOD

Every Syntellect application is thoroughly tested by the software engineering group; however, it is the customer's responsibility to perform system acceptance testing upon receipt of the application. The warranty period runs for 30 days beginning when the software engineer turns the system over to the customer for testing. Any discrepancies or deviations from the final functional specification must be identified and documented during the 30-day warranty period. All items identified as 'bugs' during the 30-day warranty period will be corrected at no additional cost to the HSA.

It is recommended that the HSA perform load testing during this 30-day period, and prior to cutting over the system to live callers, in order to ensure there are no significant performance issues when cutting over to live callers. Load testing can be performed by outside companies or with use of your internal personnel. The Syntellect project manager can provide HSA with specific information on companies that perform this type of testing.

Once the system has been installed, any remaining issues should be reported to your project manager so they can be identified for resolution by the appropriate resources within Syntellect. These action items will be coordinated by the project manager to completion.

© 2003

Issues should be documented in the manner described by the project manager and submitted for correction. Doing so will enable Syntellect to properly track and expeditiously resolve any outstanding issues subsequent to the application installation.

Vista Production

In order to turn the system over to production (which means interacting live with HSA's customers), Vista must be turned on to the outside world. This means that the customer needs to coordinate their in-house resources to:

- Point phone lines to the Vista server(s) (if applicable)

- Point Vista to the production host

- Notify network administration that Vista is going live

When the go-live date is scheduled, Syntellect will dial into the system to verify the programming and configuration of the system.

Transition to Customer Support

Once one of the following has happened – installation issues have been resolved, 30 days have passed, or the system is turned live to callers – all support of account will transition to the customer support group.

At the time of transition, an introduction call will be held with your project team, the Syntellect project manager and the Syntellect customer support manager. After this call has taken place, any questions regarding system administration or requests for support of new issues should be posed to the customer support group.

Customer Support

Syntellect's Vista customer support group is available 24 hours a day to answer questions and fix problems that may be experienced with the system. Support may be billable for incidents worked on outside of 9am to 5pm M-F customer local time depending on your service level. The Customer Support is responsible for reporting, tracking and/or routing issues to the appropriate groups within Syntellect for resolution. Syntellect's Help Line can be reached at 800-788-9730. Calls will be answered by one of our help desk coordinators from 8am to 5pm customer local time. They will open an incident in our tracking database. A customer support engineer will call back within the time frame specified for your level of service. After business hours, your call will be answered by the Syntellect automated system. Simply follow the verbal instructions and an on-call customer support engineer for products will be paged and will return calls within the specified time. Support incidents may also be raised 24 hours a day through our web site (www.syntellect.com). You may also email incident reports to help@syntellect.com.

© 2003

MAINTENANCE PROGRAMS OVERVIEW

Human Services Agency has selected the Gold Maintenance program.

Standard maintenance services apply to Syntellect-provided software and custom application programming supporting Vista IVR, CTI, IWR and Speech Recognition products.

Gold Maintenance is designed for mission critical applications and customers who require 24x7 support with escalated response times.

A complete description of Gold Maintenance option follows:

Support Description	Gold Maintenance
Helpline Support: Telephone support from Syntellect Vista experts, escalation to systems experts (operating system, host, telephony, etc.) and to Syntellect R&D if needed.	24 x 7 x 365 availability Initial work begins within 2 hours of incident reported
nVista Software Updates and Upgrades: Periodically, Syntellect will provide new software releases to maintenance customers.	Vista software free of charge Remote installation support provided free of charge On-Site installation support provided at $1,500 / day plus Travel and Expenses
Customized Application Support: Syntellect will fix scenarios where the application is not performing as described in the final specification. Any changes to the application that affect the final specification will be billable at the standard rates.	Application not performing to final specification fixed free of charge Any changes from final specification are billable at standard rates
Hardware Support: Syntellect will provide maintenance support on hardware purchased from a certified reseller. - Not available under Silver or Gold coverage	Not available with Gold coverage
After Hours Support: After hours is defined as Saturday, Sunday, all Syntellect Holidays and M-F 5:00 pm – 9:00 am.	N/A (24 hour coverage is provided as part of Gold Maintenance)
Billable Support: Any change(s) to the application that affect the final specification or service request outside standard support hours (or terms) will be billable at the specified rates. Overtime rates may apply.	$187.50 / hour with a 1 hour minimum
MAC Support: Moves Adds and Changes department performs application changes and sale of additional licenses.	Priority over Silver $187.50/hr w/ 2hr minimum Maintenance price includes 15 hours of MAC labor support

In consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the following fee schedule:

	Item	Amount

1.	Syntellect Products:
	  Vista IVR Inbound Clients – 48 ports
	  TDD Connections – 1
	Back-End Data Connections:
	  PDBC Database Connections – 2
	  Vista Interaction Server
	  Remote Services Manager – 1
	Software Feature Servers:
	  Nuance Speech Recognition – Tier 1
	    Channels – 48
	    Languages – 2 (English & Spanish
	  Realspeak TTS:
	    Channels – 24
	    Languages – 1
	  VoiceForms Feature Server Connections -
		$ 68,022

2.	Professional Services: Application Development Project Management Functional Specification & Test Plan Development IVR Installation – 48 Clients Vista System Administration Training – 1 Student VistaGen I Application Development – 1 Student Professional Voice Recording – 2 Languages Includes Installation, Training, and 30-day warranty	$ 110,984
3.	Gold Maintenance for one year	$ 31,994
	Total Payment Amount	**$ 211,000**

Payment will be made in two (2) installments, as shown below, and by submittal of an invoice and approval by the Director of the Human Services Agency or her designee:

- **Product (100%) $68,022 and Services (15%) $16,648, or $84,670, upon placement of order, and**
- **Services (85%) $94,336 and Maintenance (100%) $31,994, or $126,330, upon acceptance of the application.**

In no event shall payment amount exceed $211,000.

EXHIBIT C

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Syntellect, Inc.
Contact Person: Anga Allen
Address: 16610 N. Black Canyon Highway
Suite 100, Phoenix AZ 85053
Phone Number: (602) 789-2745
Fax Number: (602) 789-2842

II Employees

Does the Contractor have any employees? ☒ Yes ☐ No

Does the Contractor provide benefits to spouses of employees? ☒ Yes ☐ No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

☒ Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
☐ Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
☐ No, the Contractor does not comply.
☐ The Contractor is under a collective bargaining agreement which began on_____

_____   _____
(date) and expires on   (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

_____   Anga Allen
Signature   Name (Please Print)

Controller   11-20-03
Title   Date

1. Definitions

1.1 "Software" means Syntellect's and any third party's proprietary software licensed to the Customer pursuant to this Agreement.

1.2 "Hardware" means all computer hardware, including servers, peripherals, telephony, and any other parts and accessories and hardware documentation provided and/or approved by Syntellect.

1.3 "Products" is the collective reference to Software and Hardware.

2. Fees and Payments

The Software and prices are specified on the Product/Services Order Form. Payment is due in two (2) installments: 40% deposit due with the order; 60% upon Delivery. Syntellect's receipt of initial installment payment may be required prior to shipment. Payment of second installment is due within thirty (30) days from date of invoice.

Customer is responsible for payment of any applicable sales, use, property, excise, and other similar taxes (with the exception of any taxes based on Syntellect's net income) resulting from its possession and use of the Software. Tax exempt certificates should be submitted at time of order. Freight and in-transit insurance costs are additional charges and will be added to the invoice or invoiced separately.

All prices and payments referenced in this Agreement are in dollars issued by the Government of the United States of America. Any currency exchange costs associated with receipt of United States Dollars by Syntellect as payment under this Agreement shall be borne fully by Customer so that Syntellect shall receive full payment as stated in this Agreement.

In the event payment is not received as specified in this Agreement, Customer will be charged one and one-half percent (1-1/2%) interest monthly on the past due amount in addition to any associated collection fees.

In all instances Syntellect shall retain a security interest in the Software and any proceeds therefrom until the license fees and all other charges relating to the Software are paid in full.

Customer may submit purchase orders and/or additional signed PSOF(s) to obtain additional products. The terms and conditions of this Agreement shall govern those purchase orders notwithstanding any terms and conditions, which may be set out on those purchase orders. The terms and conditions specified on a PSOF will take precedence over the terms and conditions set forth in this Agreement.

3. Delivery and Installation

3.1 Delivery Delivery will be F.O.B. Syntellect's point of shipment. Syntellect will invoice second installment at this time. Syntellect reserves the right to make partial shipments of Software licenses ordered and the Customer agrees to pay for same as provided herein.

3.2 Installation Customer will install the Software unless Customer contracts separately with Syntellect for Syntellect to provide installation services. Any installation by Customer shall be performed in accordance with Syntellect's installation instructions.

4. Software License

4.1 Grant of Non-Exclusive Rights to Software License Subject to Customer's compliance with the terms of this Agreement, Syntellect grants to Customer a non-exclusive, non-transferable license to install, use, and execute the Software in object code form on a per- license basis at the location specified on the Product/Services Order Form. The Software License shall become effective upon Delivery of the Software and shall remain in force unless terminated as provided in Section 9.2. This right does not include any permissions to grant sub-licenses or otherwise transfer such rights except as provided in Section 10.1. The Customer may make one (1) copy of the Software for nonproductive backup purposes only, provided that it retains or affixes the equivalent of Syntellect's proprietary legend and copyrights to the copy. Customer may not reverse engineer, disassemble, or otherwise translate the Software License provided pursuant to this Agreement. Syntellect, or any third party that owns the Software license, retains title to and all exclusive rights in the Software license, including related copyrights. The Customer acknowledges that the Software and documentation are the property of Syntellect and that the only rights which the Customer obtains to the Software is the right of use in accordance with the terms of this agreement.

4.2 Right of Entry and Inspection To assist Syntellect in the performance of its duties under this Agreement and in the protection of its proprietary rights, Customer hereby authorizes a Syntellect representative to enter Customer's premises, physically or electronically, and inspect the Software license at any reasonable time with prior notice.

4.3 Restricted Rights All Software licenses and documentation furnished pursuant to this Agreement were developed at private expense and are provided with RESTRICTED RIGHTS. Any use, duplication, or disclosure by or for an agency of the United States Government shall be subject to the restricted rights applicable to commercial computer software under FAR Clause 52.227-19 or DFARS 252.227-7013 or any successor.

5. Confidentiality

The parties agree to accept in confidence all Confidential Information provided to them. "Confidential Information" means any information or documentation marked 'Confidential Information', or the like, provided to either party under this Agreement. However, information or documentation, even if marked Confidential Information, is not deemed Confidential Information if it is (1) information generally available to the public; (2) information which may be released by either party generally without restriction; (3) information independently developed or acquired by either party without reliance in any way on protected information of the other party; or (4) information approved for use and disclosure by the other party without restriction.

The parties further agree not to use or disclose any Confidential Information supplied by the other except as required to operate the Software in accordance with this Agreement. Any disclosure of Confidential Information to agents or employees shall be made only in the normal course of business, on a need-to-know basis, within the scope and purpose of this Agreement. Neither party shall make copies of any material containing Confidential Information, except as authorized in writing by the other.

Patent, Copyright, Trademark, and Trade Secret Infringement

6.1 Defense Syntellect will defend, at its expense using counsel of its choice, any suit or proceeding against Customer claiming that the Software infringes any United States patent, trademark, copyright or trade secret. Such representation is contingent on Customer promptly notifying Syntellect of any such suit or proceeding, and giving full authority, information, and assistance for such defense.6.2 Remedies If Customer complies with the foregoing obligation, Syntellect will indemnify Customer for all losses, costs, and damages finally awarded against Customer, subject to the limitations set forth in Section 6.3 below.

If the use of the Software is enjoined, Syntellect will, at its election and expense, procure for Customer the right to continue using the Software, replace the Software with non-infringing Software, or modify the Software so that it becomes non-infringing.

6.2 Limitations of Infringement Liability Syntellect shall not be liable for any compromise entered or settlement made by Customer without its prior written consent. In addition, Syntellect shall not be liable for any losses, costs or damages, and Customer will indemnify, defend, and hold Syntellect harmless from any losses, costs, or damages resulting from any suit or proceeding based upon a claim arising from (1) compliance with Customer designs, specifications, or instructions; (2) a modification of the Software by a party other than Syntellect or Syntellect's authorized representative; (3) the combination, operation, or use of the Software with any other product, data, or apparatus not provided or approved in writing by Syntellect or Syntellect's authorized representative; (4) the direct or contributory infringement of any patent by Customer using the Software furnished pursuant to this Agreement; or (5) the use of a superseded release of the Software if the infringement would have been avoided by the use of a current release of the Software provided or made available to Customer The sale or sub-license of any Software license pursuant to this Agreement does not confer upon the Customer any license under any patent rights or copyrights.

THIS SECTION IS IN LIEU OF ANY OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTY AGAINST INFRINGEMENT AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER INFRINGEMENTS OF ANY KIND.

7. **Limited Warranty**

7.1 Product Warranty Syntellect will support the Products for a period of thirty (30) days from the date of Delivery. If Customer has purchased custom application development from Syntellect, then the thirty (30) day warranty will begin on the date of the custom application acceptance as defined in the Syntellect Professional Services Agreement. Remedies for Product warranty defects reported during the warranty period consist of Software problem fixes, Software releases as required, replacement of defective Hardware, if applicable, and Help Line support. Product support after the warranty period expires is provided by Syntellect under separate agreement. If the Customer has purchased maintenance, custom application programming, and products on the same order, Syntellect's invoice for the first year's maintenance services will include maintenance charges for the time lapse between expiration of the product and custom application warranties in order to bring them coterminous. The Customer's license does not include the right to updates, upgrades or other support services unless Customer has entered into a Syntellect Maintenance Agreement.

For the warranty described above to apply, Customer must give Syntellect notice of any claimed defect within the warranty period.

7.2 Limitations and Disclaimers

7.2.1 Warranty Limitations and Exclusions Customer's exclusive remedy and Syntellect's sole obligation under the limited warranty is repair or replacement, at Syntellect's option, of any defective Software. The limited warranty is contingent upon proper use and application of the Software, and (1) does not cover the Software if modified by anyone other than Syntellect or Syntellect's authorized representative; (2) does not apply if adjustment, repair, or replacement of the Software, wholly or partially, is required because of relocation, accident, neglect, or operating conditions exceeding specifications (such as voltage overloads); (3) does not cover malfunctions caused by defects in Customer's Existing System; (4) does not cover problems that result from the incompatibility of the Software with Customer's Existing System; (5) does not cover malfunctions caused by defects in or arising from the installation, repair, or programming of the Software (other than by Syntellect or Syntellect's authorized representative); and (6) does not apply if Customer has not used all Software corrections, updates, or modifications supplied or made available by Syntellect.

7.2.2 Customer Escalation Issues In the event the Customers calls upon Syntellect under this section 7 to correct an error and Syntellect determines after investigation that the Software is performing as described in its current published technical documentation, the Customer shall reimburse Syntellect for time expended by Syntellect personnel at Syntellect's then-current hourly rate for service as well as the reasonable travel and living costs incurred by Syntellect's employees.

7.2.3 Environmental Requirements Customer shall make available, at Customer's expense, a dedicated phone line at each site where Syntellect's Software is used for modem accessibility exclusively for Syntellect.

7.2.4 Software License Disclaimer Syntellect does not warrant that the functions contained in any Software will meet Customer's requirements or that the operation of the Software will be uninterrupted or error-free.

The Software warranty only applies to the two (2) most current Software releases and Syntellect assumes no responsibility for the use of superseded, outdated, or uncorrected releases.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. **Limitation of Liability**

IN THE EVENT OF ANY LOSSES, COSTS, OR DAMAGES TO CUSTOMER CAUSED BY SYNTELLECT, SYNTELLECT SHALL HAVE NO LIABILITY BEYOND REPAIR OR REPLACEMENT OF THE DEFECTIVE SOFTWARE (SYNTELLECT'S OPTION TO REPAIR OR REPLACE). IN NO EVENT WILL SYNTELLECT BE LIABLE FOR DAMAGES IN EXCESS OF ALL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT. THE LIMITATION ABOVE DOES NOT APPLY TO THE INDEMNIFICATION PROVIDED FOR IN SECTION 6. IN NO EVENT SHALL SYNTELLECT BE LIABLE OR RESPONSIBLE FOR ANY RE-PROCUREMENT COSTS, LOSS OF PROFITS, LOSS OF USE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. THIS LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

9. **Cancellation and Termination**

9.1 Cancellation Orders cannot be canceled once a Product/Services Order Form has been signed by both parties.

9.2 Termination Upon either party's material breach of the terms or restrictions of this Agreement, which breach remains uncured for more than thirty (30) days following the non-breaching party's written notice to the breaching party, the non-breaching party may terminate this Agreement.

Within ten (10) business days of Syntellect's termination of this Agreement for a material breach by Customer, all rights granted to Customer under the Software license will terminate and revert to the Software's owner. In addition, Customer must return or destroy, as instructed by Syntellect, all copies of the Software in its possession, whether modified or unmodified, and all other materials pertaining to the Software, including any copies. Customer agrees to certify its compliance with this provision upon Syntellect's request. Syntellect may, on thirty (30) days' written notice terminate any order or this Agreement, or suspend work under this Agreement or any Schedule upon the occurrence of the following events:

9.2.1 The Customer's failure to pay Syntellect any amount required to be paid in accordance with the terms of this Agreement or of any Schedule; or,

9.2.2 The filing by or against the Customer of a petition or resolution of bankruptcy, winding-up or dissolution of the Customer or the appointment of a receiver of trustee in respect of the Customer or a general assignment of the assets of the Customer in favor of its creditors or the Customer ceasing to do business as a going concern.

9.3 Survival In the event of expiration or termination of this Agreement, the provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied.

10. **Miscellaneous**

10.1   Assignment   Neither this Agreement nor any rights under it may be assigned without the other party's prior written consent which shall not be unreasonably withheld.   Consent is not required for a full assignment to a parent, a wholly owned subsidiary, or successor in the entire interest to a party's business.

10.2   Force Majeure   Neither party shall be liable for any failure or delay (other than failure to make payment) caused by events beyond its control, including, without limitation, sabotage, failures or delays in transportation or communications, labor disputes, accidents, shortages of labor, fuel, raw materials or equipment, other actions or inactions of third parties, or technical failures.   If Syntellect should fail to make any delivery provided for herein as a result of any such event or circumstance beyond its own direct control, Syntellect shall have the right to make delivery within a reasonable time after the cause of such delay has been removed, and Customer shall be obligated to accept deferred delivery, it being agreed that upon the occurrence of any such circumstance or event beyond Syntellect's direct control, the time for delivery by Syntellect shall be extended by the number of days of delay attributable to any such circumstance or event.

10.3   Headings   All headings and captions used in this Agreement and attachments are purely for convenience and shall not affect the interpretation of this Agreement.

10.4   Attachments   All Syntellect order forms and amendment forms described in this Agreement shall be deemed to be incorporated into this Agreement, except that if there is any inconsistency between this Agreement and the provisions of any Syntellect order form or amendment form, the provisions of Syntellect's order form or amendment form shall control.   Terms used in a Syntellect order form or amendment form and in this Agreement shall have the same meaning in the Syntellect order form or amendment form as in this Agreement. Any conflicting terms listed on a PSOF will apply on to that order.   In order to effect a permanent change to the terms and conditions of this Agreement, an amendment must be agreed to and signed by both parties.   The terms and conditions on that amendment will then apply to all future orders.

10.5   Governing Law   This Agreement shall be governed by the laws of the State of Arizona, excluding its conflict of laws provisions.

10.6   Arbitration   Except for infringement actions in which a party seeks injunctive or other similar equitable relief, any controversy or claim arising out of or with respect to this Agreement that is not resolved by agreement between the parties shall be arbitrated in Phoenix, Arizona, in accordance with the Commercial Arbitration Rules of the American Arbitration Association.   In no event will the arbitrator(s) have the power to include any element of damages excluded under Section 8 of this Agreement, including punitive damages or special, incidental, or consequential damages in the arbitration award.   Judgment on the arbitration award in accordance with this Agreement may be entered in any state or federal court of competent jurisdiction.   Neither party shall bring an action arising out of this Agreement more than one (1) year after accrual of the cause of action.

10.7   Attorney's Fees   In the event either party hereto institutes an action or other proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding shall be paid all reasonable costs and attorney's fees by the other party, which fees shall be included in any final judgment.

10.8   Severability   If an arbitration board or a court of competent jurisdiction holds any provision in this Agreement to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way, and an arbitration board or a court of competent jurisdiction is authorized to modify the affected provision to preserve the parties' intended benefits to the fullest extent permitted by law.

10.9   Waiver   Either party's failure, at any time, to require the other party's performance of any provision of this Agreement shall in no way affect that party's right to enforce such provision, nor shall either party's waiver of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision or any other provision.

10.10   Publicity   Syntellect may disclose general details of orders placed pursuant to this Agreement and use Customer's name, trade name, trademarks or service marks in any publication, advertisement or promotional material.

10.11   Entire Agreement of the Parties   This Agreement is the controlling agreement between the parties for all orders and takes precedence over any terms and conditions that may be contained in Customer's purchase order or other document unless specifically set forth on a Syntellect order or amendment form and signed by both parties.   Acknowledgment or shipment of an order does not constitute acceptance of any additional or conflicting terms.   This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to Syntellect licensing the Software to Customer and contains all the covenants and agreements between the parties with respect to the licensing of such Software.   Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.   This Agreement is not valid until signed by an authorized representative of Syntellect and Customer.

10.12   Notice   Any notice required to be sent to Syntellect shall be sent to the address above, attention Controller.   Any notice required to be sent to the Customer shall be sent to:

SAN MATEO COUNTY
MEMORANDUM

DATE: November 14, 2003

TO: Priscilla Harris Morse   FAX: 363-4864   PONY: EPS 163

FROM: Carla Damante   FAX: 596-3478   PONY: HSA 210

SUBJECT: **Contract Insurance Approval**

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Syntellect, Inc.

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? No

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: N/A

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Provide for the purchase of hardware, installation and support of the Health Information TeleCenter (HIT) Interactive Voice Response (IVR) System. The total amount of the Agreement is $211,000, and the term is December 1, 2003 to March 1, 2005.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	$ 1m	☑	☐	☐
Motor Vehicle Liability	$	☐	☑	☐
Professional Liability	$	☐	☑	☐
Workers' Compensation	$ statutory	☑	☐	☐

REMARKS/COMMENTS:

Priscilla Morse   11-17-03
Risk Management Signature   Date

((**Kemper.**
Insurance Companies

CARRIER NAME: AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY

NCCI CARRIER NO. 17116

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
INFORMATION PAGE

Issue Date 01/16/2003

Policy No. 3BH 055814-02   Renewal/Rewrite of Policy No. 3BH 055814-01   Status RENEWAL

Item 1.   NAMED INSURED AND MAILING ADDRESS   Federal Employer I.D. No. 860486871

SYNTELLECT, INC.
16610 N. BLACK CANYON HWY, STE 100
PHOENIX, AZ 85053-0000

NJTIN 860486871000
Risk I.D. No. 917141606

Entity of Insured CORPORATION

LOCATIONS – All usual work places of the Insured at or from which operations covered by this policy are conducted or located at the above address unless otherwise stated herein.
SEE EXTENSION OF THE INFORMATION PAGE FOR ADDITIONAL INSUREDS AND/OR LOCATIONS.

Item 2.   POLICY PERIOD: FROM 01/01/2003   TO 01/01/2004
12:01 A.M. Standard Time at the Address of the Insured stated herein.

Item 3.A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the states listed here: AZ, CA, CO, GA, IA, IL, LA, MA, MI, MN, MO, NC, NE, NJ, NV, OK,
PA, SD, TN, TX, UT, VA.

Item 3.B.   EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in Item 3.A.

The limits of our liability under Part Two are:	Bodily Injury by Accident	$1,000,000 each accident
	Bodily Injury by Disease	$1,000,000 each employee
	Bodily Injury by Disease	$1,000,000 policy limit

Item 3.C.   OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:
ALL EXCEPT THOSE LISTED IN ITEM 3A AND ND, OH, WA, WY AND WV.

Item 3.D.   This policy includes these endorsements and schedules:
SEE EXTENSION OF THE INFORMATION PAGE FOR ENDORSEMENTS FORMING PART OF THE POLICY.

Item 4.   The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans.
All information required below is subject to verification and change by audit.

SEE EXTENSION OF THE INFORMATION PAGE FOR SCHEDULE OF OPERATIONS.	$30,914
SEE EXTENSION OF THE INFORMATION PAGE FOR MISCELLANEOUS SURCHARGES.	$209

Expense Constant	$260
Total Estimated Cost	$31,383
Minimum Premium $500 (CA) Deposit Amount	$31,383

Adjustment of premium shall be made: ANNUALLY

PRODUCER INFORMATION 073-01720

WILLIS CORROON CORP
OF ARIZONA
11201 N TATUM BLVD #300
PHOENIX AZ 85028
Telephone: 602-787-6000

COUNTERSIGNATURE:

Date:

SERVICING OFFICE: KEMPER INSURANCE COMPANIES/ATTN : TEAM MANAGER
11201 N. TATUM BLVD., SUITE 220 PHOENIX, AZ 85028

Copyright 1987 National Council on Compensation Insurance

WC 00 00 01A (Ed. 05 88)   Page   1 of 34   Printed in U.S.A.
AGENT

CERTIFICATE OF INSURANCE

Marsh Canada Limited, 70 University Avenue, Suite 800, Toronto, Ontario M5J 2M4

A 03-04 14

This certificate of insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policies scheduled herein. It is furnished as a matter of information only, confers no rights upon the holder and is issued with the understanding that the rights and liability of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time.

Name and address to whom issued	Name and address of Insured
Human Services Agency Atten: Carla Damante, Contracts Division Administrative Services 262 Harbor Blvd. Bldg. A Belmont, CA USA, 94002-4047	Syntellect, Inc. 16610 N. Black Canyon Hwy. S.U. Phoenix, AZ USA 85053

Type of Insurance	INSURER	POLICY NUMBER	EXPIRATION DATE	COVERAGES	Limits of Liability
PROPERTY U.S.	Chubb Insurance Company of Canada	TBA	July 31, 2004	All Risks of Direct Physical Loss or Damage	Blanket Limit $1,221,300
PROPERTY CANADIAN	Chubb Insurance Company of Canada	35780045	July 31, 2004	All Risks of Direct Physical Loss or Damage	Blanket Limit $5,325,000
COMMERCIAL GENERAL LIABILITY	Chubb Insurance Company of Canada	35780045	July 31, 2004	Inclusive Limits Bodily Injury and Property Damage Liability	Each Occurrence US $1,000,000 Aggregate Products & completed Operations US $2,000,000
CRIME	Chubb Insurance Company of Canada	35780045	July 31, 2004	Inclusive Limits Bodily Injury and Property Damage Liability	Employee Theft US $250,000 Depositor's Forgery US $250,000
UMBRELLA	Chubb Insurance Company of Canada	7921491	July 31, 2004	Inclusive Limits Bodily Injury and Property Damage Liability	Per Occurrence US $10,000,000 Excess of above described CGL Policy limit

Human Services Agency is added as an Additional Insured but only with respect to liability arising out of operations of the Named Insured.

SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE ABOVE NOTED POLICY

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the Insurer(s) will endeavour to mail 30 days written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon either the Insurer(s) or Marsh Canada Limited.

Issued at: Toronto, Ontario

Date: 12-Nov-03

MARSH CANADA LIMITED

Coverage	03 Values
80 Tiverton Court, Suite 800, Markham, Ontario CANADA	
Leasehold Interest	250,000
Office Contents	575,000
Stock	25,000
EDP	2,100,000
Laptops	150,000
Business Income with Extra Expense	6,224,250
44 Crawford Crescent, PO Box 339, Campbellville, Ontario, CANADA	
Leasehold Interest	150,000
Office Contents	300,000
Stock	25,000
EDP	545,000
Laptops	36,000
The Courtyard Barns, Choke Lane, Maldenhead, Berkshire, UNITED KINGDOM converted to Canadian Dollars at a rate of 1.40	
Leasehold Interest	294,000
Office Contents	280,000
Stock	16,800
EDP	394,800
Laptops	84,000
Enterprise House, Southampton, Hants, ENGLAND	
Office Contents	25,000
EDP Equipment	11,000
Laptop Computers	9,000
604-449 Walmer, Toronto, Ontario	
EDP Equipment	3,000
Flood applicable at 80 Tiverton Court and 44 Crawford Crescent	$8,424,250
Earthquake applicable at 80 Tiverton Court and 44 Crawford Crescent	$8,424,250
US Locations	
16610 North Black Canyon Hwy, Suite 100, Phonix Arizona – Personal Property	$245,000
Tenants Improvements	$343,000

Coverage	03 Values
Electronic Data Processing	$585,000
Laptops	$48,300
Machinery Breakdown	Included
3065 Cumberland Circle, Level P1, Atlanta, Georgia – Personal Property	$110,000
Tenants Improvements	$400,000
Electronic Data Processing	$747,000
Machinery Breakdown	Included
1350 North meadow Parkway, Suite 130, Roswell, Georgia – Personal Property	$68,000
Leasehold Improvements	$39,000
Electronic Data Processing	$147,000
Machinery Breakdown	Included
Flood and Quake Aggregate	$1,000,000