

## **SUPPORT SERVICES ADDENDUM – MITEL PREMISE**

This Support Services Addendum or SSA is hereby entered into pursuant to the Master Services Agreement by and between **Packet Fusion, Inc.**, and **CITY OF SANTA ROSA**. This SSA will encompass the Support Services to be provided along with each party's performance obligations for such Support Services.

### **I. Support Services General.**

- A. Customer designates Company as its sole and exclusive service agent for Support Services for the covered equipment and software ("Equipment" or "Software"), including any improved features and models of such product purchased from Company and listed in Exhibit A of each Support Quote and related renewal term.
- B. Support Services will be performed for the Equipment and Software at the locations ("Customer Locations") designated in Exhibit B of each Support Quote and related renewal term.
- C. Attached Appendixes
  - i. Appendix A, "Outages Classifications"

### **II. Support Offering.**

- A. Support Services shall be provided upon request by Customer to restore malfunctioning Equipment and/or Software to proper working order.
- B. Standard hours of coverage are 7:00 a.m. to 5:00 p.m. PST with after hours on call services to be provided for emergency issues 24 hours a day, 7 days a week and 365 days a year.
- C. Priority response to Customer requests for support and/or other service work.
- D. Includes remote labor for one (1) voluntary system upgrade per year.
  - i. If an upgrade is required due to a system service affecting situation, no labor is charged for the upgrade and such upgrade does not count towards the one (1) included voluntary upgrade.
  - ii. If an upgrade requires on-site assistance due to system service affecting problems that resulted from an upgrade, there is no charge for on-site labor.
- E. Includes Customer preferred labor rates defined in Exhibit C of each Support Quote.
  - i. Preferred Hourly Time and Material Billing Rates cover labor which falls outside the scope of Support Services set forth in Sections II A. and D. of this Addendum. Out of scope Support Services include but are not limited to moves, adds, and changes ("MAC"), system Software upgrades other than the annual upgrade, server migrations and non-system software upgrades.
  - ii. Non-support related services which are 30 minutes or less in duration shall not be billed.
- F. Proactive Full-Time Monitoring
  - i. Proactive monitoring (Kaseya) will be provided at Customer's request by Company on a 24/7/365 basis.
  - ii. All alarms from the Mitel communication system will be sent to our Network Operations Center (NOC) and treated in the following manner:
    - 1. Company will attempt to fix the problem remotely and then notify Customer of the outcome.
    - 2. If the problem is not resolved remotely, Customer will be notified in order for Company and Customer mutually agreeing to dispatch an engineer to Customer site to work to resolve the problem.
- G. With respect to response times for all Equipment and Software outages (defined in Appendix A, "Service Outage Classifications"), Company will use its best efforts to respond to Customer request for service within the response times set forth in Appendix A. Response time is based on time of receipt of Customer's acknowledged request for service.
- H. With respect to on-site response times for Service Outages classified as a Priority P1 failure as defined in Appendix A, Company's policy is to respond, if needed, on-site to Customer's request for service within 4 hours of receipt of Customer's telephone request for service. Note, any on-site labor performed for major malfunctions is covered in this agreement and provided free of charge to the Customer.

### **III. Services Excluded by this Support Addendum.** Support does not include any labor or material costs for or necessitated by any of the following:

- A. Items **not explicitly listed** in Exhibit A – Schedule of Equipment & Software of the Support Quote are specifically excluded from maintenance and support services.
- B. Support Services do not include support for hardware, equipment or third-party software and do not include support for issues arising from use of PFI's Software in combination with hardware, equipment or third-party software not certified by PFI or the manufacturer for use with Customer's Software.
- C. Labor and material costs of any moves, additions, changes, and removals of or to the Equipment and Software.
- D. Negligent or willful acts of Customer or any third party.

- E. Accidents or casualty including without limitation fire, lightning, flood, earthquake, acts of God, war, riot, natural disaster damage, neglect, misuse, or any other use outside the manner described in the Equipment and Software specifications and/or specified in writing by Company.
- F. An act or event occurring external to the Equipment or Software which directly or indirectly causes a failure or malfunction in the Equipment or Software, including without limitation, failures or malfunctions of trunk lines or toll lines, cables, or other equipment connecting the Equipment to the telecommunications system of the operating telephone utility, abnormal environmental conditions (e.g. water inundation), or power fluctuations or failures which adversely affect the Equipment.
- G. Repair, maintenance, or increase in normal service time resulting from Customer's failure to provide a commercially reasonable Equipment environment as required in the Equipment specifications, or any other failure of Customer to fully perform its responsibilities under this SSA.
- H. Any other acts or events that may adversely affect the Equipment or Software's performance, occasioned by acts of Customer or any third party, or a third party's use of the Equipment in combination with any other apparatus, device, or other system not supplied or approved for such use by Company.
- I. Any other service not required to keep the equipment in good operating condition for normal use including administrator, operator, and station user training.
- J. Diagnosing Customer's Telecommunication services/ WAN / LAN / VPN in conjunction with phone system outages including individual Remote VOIP Phones.

#### IV. Conditions.

- A. **Company's Responsibility:** Company's responsibility with respect to the Support Services shall be limited to either (i) Customer's side of interconnect devices connecting the Equipment to the telephone system operated by the local telephone utility, or (ii) if no such interconnect devices exist, Customer's side of the point of connection between the Equipment and said local telephone system.
- B. **Remote Access:** Customer will enable PFI to access Customer's Software remotely via Internet connection for support purposes by providing an Internet connection and assisting PFI with remote connection as reasonably requested by PFI.
- C. **Customer Contacts:** Customer will designate at least one contact person per Customer work-shift and a backup in his or her absence (each a "Customer Contact"). Customer will identify the Customer Contacts to PFI upon execution of this Agreement and will notify PFI immediately of any change in the Customer Contacts. The Customer Contacts will request support and report all performance problems relating to Customer's equipment or software to PFI online, by telephone, or via e-mail. The Customer Contacts will act as a single point of contact between Customer and PFI with respect to all Support Services communications. The Support Services may be delayed or not available if the Customer Contacts do not assist PFI as reasonably requested or if PFI performance is otherwise delayed or prevented by Customer.
- D. **Equipment and Software:** Equipment and Software covered by this SSA shall be in good and maintainable operating condition as of the commencement date. Equipment (other than equipment newly purchased from the Company), is subject to commercially reasonable inspection by the Company in order to determine that such Equipment is in good and maintainable operating condition. Work determined necessary to bring such Equipment into good and maintainable condition must be completed prior to commencement of Support Services. T&M Work performed to upgrade the Equipment and Software into good and maintainable condition may be invoiced separately. At Customer's sole election, the Company shall perform any such necessary work at prevailing Company's T&M Rates.
- E. **Documentation and Record Access:** All relevant documentation and records needed to perform the Support Services on the Equipment, which may include information relating to the equipment, cable plant and relevant software shall be made available to Company for inspection prior to the commencement of Support Services. Work determined to be necessary to bring such records into good and usable condition must be completed prior to the commencement of Support Services under this SSA. At Customer's sole election, the Company shall perform any such necessary work at the prevailing Company's T&M Rates.
- F. **Physical Access:** Customer shall ensure that Company personnel have reasonable and immediate access to the equipment upon the arrival by Company personnel at Customer's site provided Company has provided Customer with sufficient advance written notice of start time, arrival time and completion times. Company will provide Customer with designated points of contact and make all arrangements for its support personnel to receive such notification. Customer shall make available to Company, at no charge, the use of any Customer owned/controlled Equipment, attachments, or features which are not covered under this SSA, but which are necessary for the performance of Support Services on the Equipment covered by this SSA.
- G. **Unauthorized Work:** Other than qualified employees of Customer, any Support Services performed on the Equipment by others without Company's written consent, may entitle Company to increase the charges for the Support Services hereunder to adjust for any increased costs resulting therefrom. In addition, if as a result, further

repairs are required by Company to restore the Equipment to good and maintainable operating conditions, such repairs will be billed at Company's T&M Rates.

- H. **Security and Data:** Customer is solely responsible for instituting and maintaining security safeguards to protect Customer's systems and data.
- I. **Toll Fraud:** Company will strictly adhere to the manufacturer's specifications to secure the Equipment to prevent toll fraud. In no way is the Company liable for any toll fraud that may occur.

**Initialed and Acknowledged:**

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Packet Fusion, Inc. \_\_\_\_\_  
(Company)

CITY OF SANTA ROSA \_\_\_\_\_  
(Customer)

**Appendix A**  
Service Outage Classifications

Priority	Definition	Response Time	Target Resolution Time
<b>P1</b>	<p>Emergency issue impacting an entire site or customer's business is severely affected.</p> <ul style="list-style-type: none"> <li>• System Down</li> <li>• Loss of Voice Mail</li> <li>• Call Processing has ceased</li> </ul> <p>*RCA Documented and shared upon request.</p>	Immediate (Within 15 Mins)	1 Hour
<b>P2</b>	<p>Urgent issue impacting peripheral application or an escalated service or call quality issue impacting an individual person.</p> <ul style="list-style-type: none"> <li>• Loss of call capability of 25% or more</li> <li>• System degradation of 25% or more</li> <li>• Less than 25% system outage</li> </ul> <p>*RCA documented and shared upon request.</p>	4 Hours	2 business days
<b>P3</b>	<p>Standard issues not impacting the ability to make or receive phone calls.</p> <ul style="list-style-type: none"> <li>• Intermittent call quality issues</li> <li>• Static on lines</li> <li>• Peripheral Applications - Equipment Malfunctioning</li> <li>• All other issues not covered in P1/2).</li> </ul>	24 Hours	1 business week