INTRADO

Intrado Call Handling CPE Standard Maintenance and Support Services

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These Maintenance and Support Services terms ("<u>MSS Terms</u>") describe the current offerings for maintenance and support services for Intrado Call Handling equipment and software sold to a customer ("<u>System</u>"). These MSS Terms apply to any of the services described below that appear in an Intrado quote ("<u>Quote</u>"). These terms are in addition to and do not modify, the terms of the applicable agreement between the parties ("<u>Agreement</u>"). If any of these MSS Terms conflict with the Agreement or the Quote, the terms of the Quote will prevail as they relate to the MSS Terms only and the MSS Terms will prevail over the terms of the Agreement. All capitalized terms not defined in these MSS Terms will have the meanings set out for such terms in the Agreement.

Intrado offers a bundle of Maintenance and Support services, as defined below, within the offering branded as "Total Protection Service." Total Protection Service is designed to provide end-to-end hardware and software support services for your Intrado VIPER system and family of Intrado Call Handling products.

Total Protection Service is a mandatory requirement for the receipt of technical support.

Total Protection Service includes the following, as defined in more detail in these MSS Terms:

- 24/7 Remote Technical Support
- Access to software updates, enhancements, and new feature releases, as well as future Call Handling platform upgrades
- 24/7 Total Protection Monitoring Service
- Hardware Protection \$0 Hardware repairs and hardware updates
- Anti-Virus Update Service
- OS Update Service
- Cisco IOS updates for standard Intrado-supplied Cisco LAN switches

Intrado also offers the following separate from Total Protection Service, available for separate purchase:

- On-Site Support Services
- Sentry Alarm Monitoring Service

Also included in Table 1 in Section 4 below are Response Time Goals and Severity Levels

General Note: Please note that for all services described in these MSS Terms, Intrado will not be obligated to repair or replace any software or equipment that (i) has been repaired by others; (ii) has been abused or improperly handled, stored, altered, or used with third-party material or equipment; (iii) has been subject to power failures or surges, lightning, fire, flood or accident; or (iv) has not been installed by Intrado, an Intrado authorized technician, or by the customer or its agent in an approved manner.

1. Total Protection Service Details

1.1 24/7 Remote Technical Support

Remote technical support that allows for 24x7x365 assistance from Intrado's centralized Support Center for the Intrado System.

Support is provided by associates who specialize in the diagnosis and resolution of system performance issues. Remote Technical Support is available 24/7 through both a toll-free hotline and a secure customer Internet portal. All service inquiries are tracked by a state-of-the-art CRM trouble ticket system that can be queried by customers through the online portal to obtain the most up-to-date status on their issues.

Response times for Remote Technical Support are based on system issue severity levels as defined in Table 1 in Section 4 below. Problems that are not resolved within predefined time limits are automatically escalated to management within Sales, Product Management, and Engineering for action.



1.2 Access to Software Updates, Enhancements, New Feature Releases, Future Call Handling Platform Upgrades

This offering provides for the availability of software product updates. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

Intrado will provide periodic software release bulletins to customers which announce and explain important product updates for Intrado Software. Customers may then request the new release or version from Intrado, based on the applicability of the release to the customer's System. The customer is responsible for the installation of all these releases unless On-Site Support Service is purchased. If On-Site Support Service has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed-upon date at Intrado's thencurrent prices for such services.

The customer is encouraged to periodically install new Software updates. Software releases are available for a limited time. If the System is not maintained to a currently supported equipment and software version, future software releases may not be compatible with the customer's existing System. Intrado provides the customer with access to software upgrades including new features. This offering only provides for the availability of the software. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

1.3 24/7 Total Protection Monitoring Service

Total Protection Monitoring Service is a remote problem detection offering. This service monitors the integrated alarm messaging and notifications of the VIPER CPE for irregular behavior, including faults and performance threshold breaches. To enable the monitoring functionality, Intrado will configure the VIPER CPE to transmit alarm messages through an installed firewall, across the Customer's Internet connection, to the Intrado Network Operating Center ("<u>NOC</u>").

The NOC will receive the remote alarms and alerts 24x7x365 notifying Intrado of the health and status of the VIPER CPE. Upon receipt of an alarm, Intrado will contact either the customer directly or the assigned on-site service personnel to provide the appropriate technical response. Intrado will perform automatic remote troubleshooting of the alarm.

1.4 Hardware Protection

Hardware Protection Service provides for the replacement of any non-operating Intrado-provided hardware component, except for monitors. This offering only provides for the replacement of the hardware item. Installation services and training (if needed) are not included. This service does not cover items where the warranty has been voided due to abuse, Force Majeure, or other actions.

When Intrado concludes that an item is non-operational, a fully functioning new or refurbished unit will be shipped to the customer. This unit will then become the property of the customer and will restore the functionality of the non-working item, but it may not be the exact same model as the original. The shipment of the replacement item will include a pre-printed shipping label used for the return of the non-working item from the customer.

1.5 Remote Anti-Virus ("AV") Update Service

This service enables system administrators to manage and distribute anti-virus updates directly through the VIPER system. When the latest updates are issued and certified by Intrado, the AV Update service makes them quickly available to CPE administrators.

1.6 Remote Operating System ("OS") Update Service

The OS Update Service enables system administrators to manage and distribute Microsoft OS updates directly through the VIPER system. When Microsoft issues updates for its OS software, the OS Update Service makes them quickly available to CPE administrators.



1.7 Cisco IOS updates for standard Intrado-supplied Cisco LAN switches

The Cisco IOS Update Service enables system administrators to manage and distribute Cisco IOS updates. When Cisco issues updates for its IOS software, the IOS Update Service makes them quickly available to CPE administrators.

1.8 Intrado Responsibilities – Total Protection Service

- 24/7 Remote Monitoring of customer based PSAP Equipment and contacting either the PSAP directly or their assigned on-site service personnel upon receipt of the alarm.
- Respond to service requests and/or alarms based on appropriate severity-level response goals.
- Apply technical expertise, knowledge, and resources to restore the system to functionality, or assist the customer to apply the identified fix.
- Communicate progress and resolution with the specific customer contact.
- Provide customers with product bulletins announcing the availability of software releases and deliver software as requested.
- If a Hardware component has been determined to be non-operational, initiate the replacement of the item, providing a pre-printed return label to the customer for use in their return of the original non-functioning unit back to Intrado.

1.9 Customer Responsibilities – Total Protection Service

- High-speed network access.
- Firewall and/or VPN appliances required for remote access and alarm monitoring.
- Collaborate with Intrado for the establishment of business rules regarding alarm notifications and escalation conditions within the VIPER Alarm Monitoring configuration.
- Log all additional non-alarm related requests for assistance directly with the Intrado Technical Support Center, either through the toll-free hotline, email, or the online portal.
- Designation of customer contact points or the assigned on-site service personnel.
- Ensure that the individual requesting support is appropriately trained and knowledgeable regarding the operation of the System.
- Allow Intrado remote access to obtain system availability and performance data.
- Notify Intrado before performing any activity that may impact the System (including software installation, hardware upgrades, network upgrades or de-activation).
- Store and maintain all software needed to restore the system as well as all system back-ups.
- If a Hardware replacement unit has been provided by Intrado, the customer will return the nonfunctioning unit within 30 days of new item receipt. If the original non-functioning hardware is not returned within 30 days after receipt of a replacement item, the customer's ability to use service will be suspended. The service will be reinstated upon receipt of the non-functioning hardware.

1.10 Total Protection Service Limitations

The following conditions are not covered under Total Protection Service:

- On-site Support Services are not included but are available for separate purchase.
- Customer is responsible for the installation of all software maintenance releases unless On-Site Support Services are purchased. If On-Site Support Services have not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will assign personnel to perform the upgrade on a mutually agreed-upon date at Intrado's then-current rate for such Professional Services.
- Installation support for Call Handling platform upgrades. Installation services can be purchased separately from Intrado.
- Assistance with third-party software or hardware not provided by Intrado.
- Assistance with user configuration, usage scenarios, and items covered in standard end-user training or operating manuals provided to the customer. This includes any moves, adds, or



deletes to the user configuration which has resulted in system performance issues. Support for these subjects is available through the purchase of end-user training curriculum.

- Assistance with Geographic Information Systems (GIS) data updates performed by the end-user or resulting problems.
- Replacement of non-operational hardware not provided by Intrado.
- Replacement of non-operational workstation monitors.
- Hardware items deemed to be non-functional because of abuse, Force Majeure, or other actions.
- Installation of replacement hardware unless On-Site Support Services are purchased.
- Corrections of problems, and assistance regarding problems, caused by third-party software and operator errors, including the entry of incorrect data and the maintenance of inadequate backup copies and improper procedures.

A Hardware refresh may be required after year 7 to access next generation Call Handling platform upgrades.

All Total Protection support services including hardware replacements will continue after year 7, but a 10% rate escalator will be applied to "bridge" renewals beyond the 7th year of the system Lifecycle until a Hardware refresh is performed.

1.11 Reinstatement

If Total Protection Service coverage lapses, the customer's access to the Intrado Support Center and software updates will be discontinued until Customer has paid for the lapsed period at the prevailing perseat rate, in addition to the purchase of Total Protection Service for the current coverage period.

2. On-Site Support Services

2.1 Availability

This service is not included in Total Protection Service, available for separate purchase.

2.2 Service Descriptions

On-site Support Services are primarily designed to assist with issues that require System expertise in troubleshooting and restoration at the customer's location.

On-site Support Services include travel costs, time, and labor related to the service incident. Also included in the service are quarterly on-site preventative and routine maintenance reviews (four per year) of the customer's VIPER system. These maintenance visits can include the installation of routine updates to the software. Training, configuration changes, reprogramming, and System upgrade labor are not included in this offering but are available for purchase.

On-Site Support Services options include the designation of a technician dedicated specifically to the customer's deployment(s), or alternately a non-dedicated resource available for use with other customers. Intrado may engage third-party vendors to provide On-Site Support Services.

Regardless of designation, the response times of On-Site Support Service technicians are based on system issue severity levels as defined in Section 4 below.

2.3 Intrado Responsibilities

- Dispatch a technician to the customer's site when the issue cannot be resolved remotely
- When on-site, assist the customer in performing System diagnostics
- Provide on-site technician visits on a quarterly basis to perform preventative and routine maintenance activities.



2.4 Customer Responsibilities

- Brief on-site technician on issue(s) and actions taken
- Allow Intrado both on-site and remote access to the System
- Validate issue resolution prior to the close of the case.
- Cooperate with Intrado and perform all reasonable or necessary acts to enable Intrado to provide On-Site Support Services. These include maintaining a suitable environment (heat, light, and power) and providing the technician with full, free, and safe access to the System. All sites must be accessible by standard service vehicles.

2.5 Conditions not covered under this Service Offering

• See exclusions for Total Protection Service in Section 1.10 above.

3. Sentry[®] Alarm Monitoring Service

3.1 Availability

This service is not included in Total Protection Service, available for separate purchase.

3.2 Service Description

Intrado offers Remote Monitoring through a remote centralized network systems management solution, also known as "Intrado Sentry". Intrado Sentry monitors all Intrado products as well as most third-party equipment, and forwards alarms and alerts to a centralized Intrado Network Operations Center for monitoring. This service requires the purchase of Intrado Sentry hardware from Intrado.

Intrado's Technical Support Center will receive remote customer alarms and alerts 24x7x365 notifying Intrado of any irregular behavior including faults and performance threshold crossings requiring attention. Minimum action includes contacting either the customer directly or the assigned on-site service personnel to provide the appropriate technical response.

Automatic remote troubleshooting of the alarm is performed only if Remote Technical Support services are purchased.

The dispatching of Intrado technician support after an alarm is received and troubleshooting has been performed is available only if On-Site Support Services are purchased.

3.3 Intrado Responsibilities

- Remote Monitoring of customer-based PSAP Equipment
- Contacting either the PSAP directly or their assigned on-site service personnel upon receipt of the alarm, as appropriate
- Clearing of the alarm

3.4 Customer Responsibilities

- Establish business rules regarding alarm notifications and escalation conditions within the Sentry system
- Designation of Customer contact points or their assigned on-site service personnel



4. Response Time Goals and Severity Levels

Table 1: Remote Technical and On-Site Support Services Response-Time Goals by Severity Levels.

Severity Level	Definition	Remote Response Time Goal	On-Site Response Time Goal*	Problem Correction
1 Product Failure or Loss of Service	Severity Level 1 problems involve a System failure and a major loss of functionality that renders the entire System inoperable.	15 minutes	4 hours	Intrado will provide the customer with a program code correction, program code patch, or a procedure for the customer to bypass or work around the defect in order to continue operations. If a bypass procedure is used, Intrado will continue defect resolution activity, on a high severity basis, until a program correction code or patch is provided to the customer.
2 Severely Impaired functionality (more than 50%)	Severity Level 2 problems involve the failure or loss of functionality of non-critical functional components or features, while the System itself remains operable. Severity Level 2 involves a major impact such as a loss of 50% of call-taking capacity or a loss of all of dispatch or the loss of a major functionality (e.g. no delivery of either ANI or ALI).	1 hour	4 hours	Intrado will provide the customer a program code correction, program code patch, or a procedure for the customer to bypass or work around the defect to continue operations. If a bypass procedure is used, Intrado will continue problem or defect resolution activity, on a high severity basis, until a program correction code or patch is provided to the customer.
3 Non-Critical System Failure (Less than 50%)	This class of problem requires action from the Call Center within a short time. Severity Level 3 problems may cause performance degradation or system components to malfunction. Severity Level 3 may involve one position non- functioning.	8 Business hours	Next Business Day	Intrado will provide the customer with a program code correction in a maintenance release.
4 Minor Issue	This class of problem is non-service Affecting and includes problems such as the incorrect operation of a minor functionality or System component that is infrequently used and problems that have a feasible workaround available (e.g. incorrect operation of the functionality of 911 without loss of all of dispatch). Core functionality is not affected.	Next Business Day	Next Business Day	Code correction may be provided in a future maintenance release or a commercially reasonable effort to provide a workaround solution.
5 Inquiry	This is not a class of problem but is an inquiry only.	2 Business Days	Does not apply	Does not apply.

*On-site response time goal is based on the time from which Intrado determines an on-site technician is necessary. On-site response is only available if Customer has purchased On-Site Support Services.

