

Avatel Maintenance Detailed Service Description

Full Coverage 8x5 and Full Coverage 24x7

Coverage includes remote telephone support, remote diagnostics, troubleshooting, problem resolution, software maintenance updates/fixes, on-site parts replacement (if the covered product includes hardware), and any on-site support Avatel deems necessary to resolve a fault.

A. Product Eligibility for Coverage under this Supplement:

This description applies to Avaya and selected non-Avaya products and components that Avatel has designated in the applicable order or associated quote sheet to be eligible for coverage and currently supported ("Supported Products"). Products and/or Applications manufactured by Avaya OEMs/Partners or Non-Avaya products and/or applications may not be covered by the same Service Level Objectives and response times. Please refer to the specific Product or Application Service Offer Definition for details.

B. Coverage Hours and Elections

Standard Business Hours are 8:00a.m. To 5:00p.m. in the time zone of the covered products, Monday through Friday, excluding Avatel observed holidays. Customer may elect either 8x5 or 24x7 coverage:

- x **Full Coverage 8x5:** Provides coverage during Standard Business Hours. Requests for support outside the Standard Business Hours may be accommodated at Avatel's option and will be subject to Avatel's then current Per Incident Maintenance rates.
- x **Full Coverage 24x7:** This coverage option extends the benefit of Full Coverage to twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year for Major Failures. There is an additional cost for this coverage option.

On-Site Maintenance Support

Avatel will attempt to solve issues remotely, if remote access is an option, however if an issue cannot be resolved remotely, and Avatel determines on-site intervention is required to do so, 8x5 coverage provides the dispatch of Avatel's field technical resources 8:00am to 5:00pm in the time zone of the covered products, excluding Avatel holidays, including engineering support.

24x7 coverage extends this support to all Major Failures twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year. When customers are negatively impacted by localized events or disasters Avatel will make every effort to repair or replace equipment as soon as possible. Exclusions and Limitations:

- x Additional charges will apply if an Avatel field technician is requested by the Customer to:
 - o Wait one (1) or more hours after arriving on-site for equipment to become available for servicing;
 - o Remain on-site after resolution of a problem in the covered Products;
 - o Remain on-site outside of coverage hours;
 - o Provide Standby Service. For example, requesting field technicians to be present on the Customer's premises during electrical power shutdowns, disaster recovery tests, or special events.
 - o Perform moves, changes, or other activities not covered under the scope of the selected coverage options
 - o Perform any support on Products not covered by this Agreement.
- x All support (Remote, on-site and parts replacement) of terminals is excluded if the Customer selects Switch-Only Coverage option.
- x On-site support of terminals is limited to functional locations. Individual terminals located in remote offices or personal residences must be brought to a functional location for on-site support or a replacement part can be mailed directly to the remote location.

Parts and Materials Replacement

If covered configuration includes hardware, Full Coverage provides for on-site replacement of any covered part Avatel determines to be defective. Replacement parts may be new or refurbished.

- x Consumables (including but not limited to headsets, remote controls (TV & video), printer ribbons, back-up tapes or other blank media, wall brackets, rack mounting and other hardware kits, face plates, bezels, blank panels, designation strips, technical documentation, labels or other accessories) are not included in maintenance coverage.
- x Equipment that is part of a standard configuration receives maintenance coverage as a component of a covered system. The equipment is defined as Minor Material and may include but is not limited to internal cabling, fans, fan assemblies, transformers, embedded operating system software, power supplies, fuses & firmware.
- x Service support does not include the provisioning or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to the Product(s).
- x Remedial repair of equipment failures due to normal wear and tear, including technician labor and parts replacement and all manufacturer provided software updates. Does not include repair or replacement of peripherals such as, but not limited to; handsets, cords, batteries, cables and adapters.
- x Also includes remedial repair of gray cable/wire, connecting blocks, cross connect fields; Systimax premises distribution equipment on Client's side of common carrier network interface. EXCLUDES black cable, riser cable, and network facilities such as poles, conduits, and local access trunks and lines unless installed by Avatel Technologies, Inc.

Avaya-licensed Software:

- x Defective software media will be replaced at no charge. Avatel will replace only the number of copies originally provided to the Customer.

- x It is the Customer's responsibility to maintain original software media. In situations where the Customer has no backup copies of Avaya-licensed Software, Avatel will provide a backup copy of the originally licensed Software release in the event of a loss if the Software is a currently supported release. Replacement of media and any implementation services are subject to additional charges. If the lost release is not currently supported, the Customer must pay for an upgrade to a currently supported release.

Response Intervals

Response intervals define Avatel's objectives for responding to a request for maintenance support. Avatel will use commercially reasonable efforts to commence support requests submitted to Avatel within the times referenced in this section.

- x For Hardware Products; if Avatel deems the fault cannot be cleared remotely, interval is from the time the Avatel Service Team identifies an on-site visit is required to the time the technician or replacement part arrives at the Customer's site. For Software Products, interval is from the time the Customer contacts the Avatel Services Team with an Assistance Request to the time the technician/engineer contacts the Customer.
- x Hours are stated in coverage period hours. Work will be performed during the Customer's specified coverage hours. Avatel will attempt to clear all failures remotely before dispatching a technician to the Customer's premises.
 - o **Major Failures**
 - Within two (2) business hours for Major Failures on the **DEFINITY® and Communication Manager switch**. To qualify for this response interval the Customer site must be located within a certain major metropolitan area, as defined by Avatel. This response is available during the hours of 8:00 a.m. to 5:00 p.m. in the time zone of the covered products, Monday through Friday, excluding Avatel observed holidays. The two (2) hour response interval is not applicable between the hours of 5:00 p.m. & 8:00 a.m., or is provided if the Full Coverage 7x24 option is elected.
 - Within four (4) business hours for Major Failures for Customer sites located outside the defined major metropolitan area, for non-Avaya labeled or customized software and all other products including but not limited to **PARTNER®, MERLIN Legend, MERLIN MAGIX® and IP Office Integrated systems or Application OR NON-Avaya Systems or Applications**. This interval is provided during the hours of 8:00 a.m. to 5:00 p.m. in the time zone of the covered products, Monday through Friday, excluding Avatel observed holidays, or is provided 24x7 if Full Coverage 24x7 option is elected.
 - Product Shipment for Major Failures – If product replacement is determined and required for a major failure by 4pm, the product will be shipped for overnight delivery.
 - **Minor Failures**– For all other failures, response intervals are next Business Day by 5:00 p.m., provided the work will be performed during the normal Business Day, 8:00 a.m. to 5:00 p.m. in the time zone of the covered products, Monday through Friday. If product replacement is determined and required for a minor failure by 4pm, the product will be shipped for arrival within 2 business days.

Definition of Major/Minor Failures

Definitions for Software

- x **Major/Minor Failures:** Avatel determines whether the outage or fault constitutes a Major and Minor Failure. *The following are guidelines for classification of Major and Minor Failures:*
- x **Major Failure:** Failures that materially affect critical operations and have no acceptable workaround. Critical operations are those such as:
 - o complete outages of the application software that results in the loss of all processing capability or that cause significant reduction in the capability or the function of the application;
 - o outages of the application software that impact more than 50% of the users;
 - o the system is losing data, not collecting data, or the system is not processing calls as a result of the application software;
 - o software bugs that cause a complete system crash or significant loss of data;
 - o other software problems that significantly impede access or use of the software.
 - o Any resolution, even the resolution of a minor issue, requiring the shutdown of Customer's entire system or application will be considered a major failure and will not be subject to time and material charges if Customer is covered under the 7x24 maintenance offer.
- x **Minor Failure:** Any failure of the system that is not included in the definition of a Major Failure; or failures that cause particular features or functionality to be inoperative but not materially affecting normal business operations.

Definitions Hardware

- x **Major/Minor Failures**
Failures not otherwise caused by Customer are classified as major or minor. The condition is assigned to the system when the Customer makes a request of Avatel for maintenance assistance. The classification determines how quickly the specific problem will be assigned a resource and responded to.
- x **DEFINITY®, Communication Manager, Modular Messaging, Intuity, Predictive Dialer, Proactive Contact, and Supported Non-Avaya Systems such as but not limited to, SUN®:**
 - o Major Failure Twenty-five percent (25%) or more of the trunks and/or stations supported by the Avaya common control unit are out of service at any time due to the failure of products provided by Avaya; the attendant console or common control processor is out of service; twenty-five percent (25%) or more of the data peripherals supported by the Avaya common control unit are out of service at any time due to the failure of products provided by Avatel; or twenty-five percent (25%) or more of the special network capabilities supported by the Avaya common control unit are out of service at any time due to the failure of products provided by Avatel.

- o Any resolution, even the resolution of a minor issue, requiring the shutdown of Customer's entire or application will be considered a major failure and will not be subject to time and material charges if Customer is covered under the 7x24 maintenance offer.
- o Minor Failure Any failure of Products provided by Avatel that is not included in the definition of a Major Failure.
- x **PARTNER®, MERLIN Legend, MERLIN MAGIX® and IP Office Integrated systems OR NON-Avaya Systems:**
 - o Major Failure Failures that Avatel determines materially affect the operation of the Customer's telecommunications system.
 - o Minor Failure Any failure of Products provided by Avatel that is not included in the definition of a Major Failure.

CONVERSANT®, Interactive Response (IR) and Call Management Systems (CMS) and Other Supported Applications:

- x Major Failure
 - o **CMS** - The system is down, not accessible by more than 50% of users and/or the system is losing data or not collecting data.
 - o **Conversant/IR** - The system is down, not accessible by more than 50% of users and/or the system is losing data or not collecting data, the System is not processing calls or 25% or more of T1 or tip/ring capacity is out of service.
- x Any resolution, even the resolution of a minor issue, requiring the shutdown of Customer's entire system or application will be considered a major failure and will not be subject to time and material charges if Customer is covered under the 7x24 maintenance offer.
- x Minor Failure Any failure of the system that is not included in the definition of a Major Failure.

Outside of Coverage

Client is responsible for charges incurred when remote and/or on-site visits are requested for an Avatel repair technician and the problem is determined to be outside of the contracted coverage period, deemed other vendor related or non-product maintenance related. On-site response time is not guaranteed outside maintenance coverage period. Avatel Technologies, Inc. shall have no liability for failure in performance or damages due to, but not limited to; fire, explosion, water, acts of God or unauthorized use of the products.

TERMS AND CONDITIONS

Avatel Technologies, Inc (Avatel) and you, the customer, agree that the following terms and conditions will apply to post warranty maintenance (Services) listed on the attached agreement. In signing, both Parties agree that this Agreement has been authorized and is binding and will be in effect until terminated or cancelled as provided below.

Contract Period- This agreement shall be effective when signed by you, accepted in writing by Avatel and existing products are certified and deemed in working condition and will remain in effect until terminated as set forth in Termination Section of this agreement. Upon expiration of the initial term, maintenance shall automatically renew for successive one (1) year terms at the current rate and under the terms and conditions in effect at the time of renewal unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of the initial or any renewal term.

Coverage- Your Services are defined according to the options selected on the Avatel Product Service Protection Plan agreement. Any older equipment not replaced at the time of this Avatel Product Service Protection Plan inception, still being utilized with the equipment under this Avatel Product Service Plan, and still covered under another manufacturer service plan will remain covered and billable under the manufacturer service plan for which the customer will be financially responsible for paying and/or cancelling at their own discretion.

You must extend coverage to all "like products," meaning any equipment used in the system that is the same make and model as the Products covered, or is a functional equivalent to those products. "Like" products purchased from a vendor other than Avatel must be added to your Agreement to ensure coverage. These products may require certification, which will be done at Avatel's then current rate.

Avatel shall, during the contracted period, furnish all parts and service necessary to maintain the System in good working order. Avatel shall dispatch service personnel to the Premises to perform necessary repairs, unless Avatel determines it is able to perform the repairs from a remote location. Avatel shall also conduct remote diagnostic testing, when applicable. The determination to dispatch service personnel or to diagnose and attempt repairs remotely shall be at the sole discretion of Avatel. Any replacement parts may be either new or refurbished but equivalent to new in operation. Parts will be furnished on an exchange basis, and any parts removed shall become the property of Avatel. Also, consumables, including but not limited to, cables/cable assemblies, cords, brackets, software licensing, firmware, bezels, rack mounting and other hardware kits, fuses, batteries, handles, filters, transformers, face plates, adapters, some modules, blank panels, labels, other accessories, technical documentation or other media are not covered.

Customer Responsibilities- You agree to (i) provide the proper environment, electrical and telecommunication connections, (ii) provide access and work space, (iii) and, if applicable, host computer for reconstruction of lost or altered files, data or programs, (iv) pay all invoices upon receipt, and (v) notify Avatel if new or additional equipment is added to the system subsequent to the effective date of this agreement.

Exclusions- Avatel disclaims any warranty, express or implied, related to the parts and services supplied under this agreement, including, but not limited to, fitness for a particular purpose or merchantability.

Avatel is not responsible: (1) failures in the Services that result from abuse or misuse of the products being serviced; (2) Clients

failure to follow Avatel's or Manufacture's installation, operation, and maintenance instructions, including Client's failure to permit Avatel timely remote access to the products; or (3) any modification made to the Products by anyone other than Avatel (including, but not limited to, attaching other equipment or materials to, programming, or loading computer software on the Products.) Avatel may terminate this Agreement due to these types of repairs, additions, or changes made by a party other than Avatel without refund of any fees paid by customer. If requested by Customer, repairs necessitated by any of the above excluded causes shall be performed by Avatel at prevailing trip/hourly labor rates.

In all situations involving performance by Avatel under this agreement, customer's sole and exclusive remedy is (1) to terminate this agreement by written notice to Avatel, and (2) to receive a pro rata refund of any prepaid maintenance charges, less any sums due and owing Avatel, including, but not limited to terms set forth in under Termination.

Force Majeure- Avatel shall have no liability for delays, failures in performance or otherwise made impractical by reason of any: fire, explosion, power failures, pest damages, lightning or power surges, strikes or labor disputes, water, acts of God, the elements of war, civil disturbances, acts of civil or military authorities, or other causes beyond Avatel's control.

Subcontracting- Avatel may subcontract work to be performed under this agreement, but shall retain responsibility for the work.

Cancellation/Termination- After commencement of the initial or renewal term of Service, you may terminate Service coverage upon thirty (30) days written notice. Upon notice to terminate the agreement, if during the initial or renewal term, Services (remote or onsite) were performed the client is subject to a termination charge equal to the monthly charges for twelve (12) months or the period remaining, whichever is less. Upon notice to terminate the agreement, if during the initial or renewal term, Services (remote or onsite) were not performed the client is subject to a termination charge equal to fifty (50) percent of the monthly charges for twelve (12) months or the period remaining, whichever is less.

Client agrees that Avatel can, if any payment is not received within thirty (30) days of its due date, stop providing the Services any work under this agreement or terminate this agreement as it sees fit. Upon termination under this clause, Client agrees to pay Avatel cancellation fees. Client agrees to reimburse Avatel for any costs of collection, including reasonable attorney's fees.

Non-Covered Services- Avatel will attempt to respond to all requests for Services. If Service is required outside the stated Agreement hours, labor for such non-covered calls will be chargeable to Customer in accordance with Avatel's Services discounted hourly trip/labor rates. This agreement will not cover troubleshooting, repair, or assisting in the resolution of issues determined to be third party service related including, but not limited to, local and long distance carriers, ISP, not covered product, etc. Services related to these issues will be billed at Avatel's prevailing trip/hourly rate.

Entire Agreement- These terms and conditions and the Avatel-Avaya Product Protection Plan are the entire agreement between the parties with the respect to the products and services provided hereunder and superseded all prior agreements, proposals, communications between the parties and understandings whether written or oral.



AVAYA
2009 Business Partner of the Year
Service Protection Plan

Avatel Technologies, Inc.
220 S. Hilltop Rd, Brandon, FL 33511
For Service: 866-835-2661 Prompt 4

Date 11/25/2015
Account Executive: **Fred Sternberg**
Toll-free Phone: 866-835-2661 Ext: 1137
Fax: (813) 699-1683
Ship To: SAN BENITO, COUNTY OF

Customer: SAN BENITO, COUNTY OF

Site Phone: (831) 636-4060 Fax
Contact: Kellie kkennedy@sbcsheriff.org
Bill To: SAN BENITO, COUNTY OF

Ship Phone: (831) 636-4060
Ship To: 710 FLYNN RD
Address: HOLLISTER CA 95023

710 FLYNN RD
HOLLISTER CA 95023

Bill Phone: (831) 636-4060

ItemNumber:	Coverage	Qty	Description	Terms in Months
LUC-700476005	24-7	1	AVAYA IPO IP500 V2 CONTROL UNIT w/Voice Mail System	60
LUC-700479710	24-7	1	AVAYA IPO IP500 V2 SYSTEM SD CARD MU-LAW	60
AVA-700504556	24-7	2	IP500 V2 ATM Combo Card Replaces 700476013	60
USB-1200	24-7	1	Music on Hold with 1 custom recording	60
LUC-700469968	24-7	1	AVAYA BUTTON MOD FOR 1400 SERIES	60
AVA-700510910	24-7	3	AVAYA 1416 Telset, icon only, 4- pack (12 Phones)	60

Includes intra-system wiring coverage; Coverage period begins after installation and product registration and runs concurrent with the term of the original lease.

Equipment listed above will be covered under the Protection Plan description and in accordance with the attached terms and conditions included once all products are inventoried and verified in working order. The Protection Plan will commence upon execution of the agreement between both parties, certification and receipt of payment agreed upon.

Company: _____ Avatel Technologies, Inc: _____
Signature: _____ (Authorized Signature) Print Name: _____
Print Name: _____ Print Title: _____
Print Title: _____ Date: _____
Date: _____

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

Matthew Grang 5-12-2016
COUNTY COUNSEL DATE