# **Support Agreement**

Customer Name :	City of Ann Arbor	Customer Contact :	David Harris	Date:	3/10/2025
customer Name.	City of Allin Arboi	Customer Contact.	Daviu Harris	Date.	5/10/2025
Address :	301 E. Huron St. Ann Arbor, MI 48104	Contact Email :	dharris@a2gov.org	Agreement Start Date:	8/2/2025
Phone Number :	734-794-6000	Contact Phone # :	734-794-6285	Agreement End Date:	8/1/2026

BSB Communications Inc, 41150 Technology Park Dr, Ste 101, Sterling Heights, MI 48314 hereinafter referred to as BSB, agrees to provide City of Ann Arbor, 301 E. Huron St. Ann Arbor, MI 48104 hereinafter referred to as Customer, the items and services as described below and dated 3/10/2025.

Support Plan Options	BSB	Local *	Mitel	Plan Description
<ul> <li>Mitel Software Assurance (SWA)</li> </ul>	X		X	Mitel Software Assurance (Standard or Premium SWA) (Purchased thru BSB)
Pre-Paid Labor Block				Pre-Paid Labor Option for selected services based on customer selection
<ul> <li>Remote Support Agreement (Break/Fix)</li> </ul>				Remote MAC Support for selected services based on payment option
<ul> <li>Remote Support Agreement (Moves, Adds, Changes) (MAC)</li> </ul>				Remote Break/Fix Support for selected services based on payment option
<ul> <li>On-site Support Agreement (Break/Fix)</li> </ul>				Onsite Break/Fix Support for selected services based on payment option
Hardware Warranty	х			Extended Hardware Warranty beyond first year warranty
Local Vendor (if require				ed) when outside BSB normal coverage area

Mitel Software Assurance (SWA)	1 Year Term	Mitel	Standard	Premium	SWA Features an	d Entitlements
<ul> <li>Advantage Software Assurance (Mon - Fri, 8A)</li> </ul>	M-5 PM)		Х	X	Entitlement to new major software releases, incl	uding new functionality as provided
<ul> <li>Premium Software Assurance (24 x 7 x 365)</li> </ul>		x	х	x	Entitlement to hot fixes and service packs	с , , ,
			x	x	Technical Support services	
					<ul> <li>Case management, technical inquiry</li> </ul>	
SWA New Coverage Dates: 8/2/2025 to 8/1/	2026				<ul> <li>Service Level Objective for issue resolu</li> </ul>	tion on supported software releases
	2020				<ul> <li>Access for BSB certified technicians</li> </ul>	alon on supported software releases
					<ul> <li>BSB Telephony and Web Ticket System</li> </ul>	
				x	Mitel Performance Analytics (MPA)	
				^	Fault reporting	
					<ul> <li>Performance monitoring, voice quality</li> </ul>	and traffic
* All DCD support slopic require Mitcl CM/A					<ul> <li>Server metrics</li> </ul>	
* All BSB support plan's require Mitel SWA	different from					000
* Support Agreement Start/End Date may be o	interent from					-
SWA Start/End Date	Data Calculuta				heport generation on demand of date	mated
* See attached SWA Itemization and Start/Enc	Date Schedule			X	End customer online training	
	1 Year Term	DCD		Customer	Access to Mitel University and User com     Daymont Method	
REMOTE Support (Break/Fix) -Telephone System Applications	I fear ferm	BSB X	Local Co*	Customer	Payment Method	
		X			BSB Support Agreement	8:00AM to 5:00PM(US-EST)(M-F)
-Associated VMware Mitel Applications		X		<u> </u>	BSB Support Agreement	8:00AM to 5:00PM(US-EST)(M-F)
-System Troubleshooting		×		v	BSB Support Agreement	8:00AM to 5:00PM(US-EST)(M-F)
-Customer LAN (Local Area Network)				X	Billed T&M by BSB as requested	8:00AM to 5:00PM(US-EST)(M-F)
-Customer WAN (Wide Area Network)				X	Billed T&M by BSB as requested	8:00AM to 5:00PM(US-EST)(M-F)
-Customer Network Electronics and VMware				X	Billed T&M by BSB as requested	8:00AM to 5:00PM(US-EST)(M-F)
-Other Services req'd after Normal BSB Busir	less Hours			X	Billed T&M by BSB as requested	5:00PM EST - 8:00AM EST (M-Sat)
REMOTE Support (Move/Add/Change)	Not Included	BSB	Local Co*	Customer	Payment Method	Support Hours
-Telephone System Programming				X	Billed T&M by BSB as requested	8:00AM to 5:00PM(US-EST)(M-F)
-Associated VMWare Mitel Applications Prop	gramming			X	Billed T&M by BSB as requested	8:00AM to 5:00PM(US-EST)(M-F)
-Station Programming				X	Billed T&M by BSB as requested	8:00AM to 5:00PM(US-EST)(M-F)
-Customer Network Electronics and VMWar	e			X	Billed T&M by BSB as requested	8:00AM to 5:00PM(US-EST)(M-F)
-Customer LAN (Local Area Network)				X	Billed T&M by BSB as requested	8:00AM to 5:00PM(US-EST)(M-F)
-Customer WAN (Wide Area Network)				X	Billed T&M by BSB as requested	8:00AM to 5:00PM(US-EST)(M-F)
-End User Training				X	Billed T&M by BSB as requested	8:00AM to 5:00PM(US-EST)(M-F)
ON-SITE Support	1 Year Term	BSB	Local Co*	Customer	Payment Method	Support Hours
-Telephone System Programming	1 real renii	656	Local CO	X	Billed T&M by BSB as requested	8:00AM to 5:00PM(US-EST)(M-F)
-Associated VMWare Mitel Applications Pro	gramming	x		^	BSB Support Agreement	8:00AM to 5:00PM(US-EST)(M-F)
-External Paging and Analog Devices	Bi di li	^		x	Billed T&M by BSB as requested	8:00AM to 5:00PM(US-EST)(M-F)
-Customer Network Electronics and VMWar	2	-		x	Billed T&M by BSB as requested	8:00AM to 5:00PM(US-EST)(M-F)
-Customer LAN (Local Area Network)	e	-		x		
		-		x	Billed T&M by BSB as requested	8:00AM to 5:00PM(US-EST)(M-F) 8:00AM to 5:00PM(US-EST)(M-F)
-Customer WAN (Wide Area Network)		x		^	Billed T&M by BSB as requested	
-Endpoint Break / Repair -System Administrative Training		^		x	BSB Support Agreement	8:00AM to 5:00PM(US-EST)(M-F)
					Billed T&M by BSB as requested Billed T&M by BSB as requested	8:00AM to 5:00PM(US-EST)(M-F)
-End User Training -Administrative System Training				X X	, ,	8:00AM to 5:00PM(US-EST)(M-F) 8:00AM to 5:00PM(US-EST)(M-F)
-Other Services req'd after Normal BSB Busir	and Hours			X	Billed T&M by BSB as requested	5:00PM EST - 8:00AM EST (M-Sat)
	1855 11001 5			^	Billed T&M by BSB as requested	5.00PWEST - 8.00AWEST (W-Sat)
Mitel Hardware Warranty	1 Year Term	BSB	Local Co*	Customer		
-Core Telephone Communications Equipment	nt	X			(3) Mitel 3300CX II Controllers, (1) ASU II	
-Telephones				X		
-Miscellaneous Telecom Equipment				X	1	
Miscellaneous Hardware Warranty	Not Included	BSB	Local Co*	Customer		
-Miscellaneous Hardware Equipment 1				X		
-Miscellaneous Hardware Equipment 2			1	X	t	
-UPS Systems and Misc. Batteries		NA	NA	x	Excluded from all Plans	
-Headsets (One Year Warranty Only)		NA	NA	X	Excluded from all Plans	
					1	
Proactive Maintenance / Monitoring	Not Included	BSB	Local Co*	Customer	Payment Method	Support Hours
-Annual Software Upgrade				X	Billed T&M by BSB as requested	Normally done after Business Hours
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### **Support Agreement**

-System Monitoring -Asset Management					Requires Mitel Premium Software Assurance Tracking of all Hardware/Software/Licenses	
Carrier/Telco Support Not Included		BSB	Local Co*	Customer	Payment Method	Support Hours
-Customer Carrier Coordination / Troubleshooting					1 Hour Per Incidence	8:00AM to 5:00PM(US-EST)(M-F)

Major Equipment Failure	Response within two (2) business hours (Monday through Friday 8 a.m 5 p.m.) at the local time at the Site, excluding BSB's locally-observed holidays) upon Onsite response within four (4) business hours plus reasonable additional travel time (Monday through Friday 8 a.m 5 p.m.) at the local time at the Site, excluding BSB's locally-observed holidays) upon receipt of a trouble report of a Major Failure, which cannot be resolved by a remote engineer.					
Minor Equipment Failure	Response within eight (8) business hours (Monday through Friday 8 a.m 5 p.m. at the local time at the Site, excluding BSB's locally-observed holidays) upon receipt of a trouble report of a Minor Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.					
	Onsite response within the next business day (Monday through Friday 8 a.m 5 p.m. at the local time at the Site, excluding BSB's locally-observed holidays)					
Major Application Failure	Four (4) hour response upon receipt of a trouble report of a Major Application Failure. Four hour response includes one or more of the following: attempting resolve the failure through remote diagnostics; contacting the Customer to begin troubleshooting the Application Failure. Reasonable additional travel time will be added if a site visit is required following remote service attempts.					
Minor Application Failure	Next business day response (Monday through Friday 8 a.m 5 p.m. at the local time at the Site, excluding TTI's locally observed holidays) upon receipt of a trouble report of a Minor Application Failure. Next business day response includes one or more of the following: attempting to resolve the failure through remote diagnostics; contacting the Customer to begin troubleshooting the Application Failure; or on-site arrival of an engineer.					
Move, Add, Changes (MAC)	Scheduled and order entered within next business day. Based on product availability MAC orders are normally provided in (5-7) Business Days					

#### Definitions of Major and Minor Failures:

A Major System Failure is defined as a complete system failure, major system alarm, failure of an entire trunk group, more than twenty percent (20%) of stations totally inoperative, attendant position A Major System Failure for voice processing System is defined as an inability to access system through the system manager terminal or through at least seventy-five percent (75%) of all telephone ports, inability to access one or more disk drives that store messages or data, loss of system integration, continual system restarts, unscheduled total system outage, reboot failure, inability of system to

All other failures shall be deemed a Minor System Failure.

A Major Application Failure for an application software is defined as a complete inability to use the application software, application crash or loss of data that significantly interferes with Customer's All other failures shall be deemed a Minor Application Failure

### Labor Rates and Prepaid Labor Options

			L3 Prepaid	L3 Prepaid	L3 Prepaid					
Level 3 - Enterprise Labor Rates			\$2,500.00	\$5,000.00	\$10,000.00	Onsite Support			Remote Support	
Part #	Description	Std Hourly	3% Dct	5% Dct	7% Dct	Minimum	Each Addtl	Trip Chg	Minimum	Each Addtl
L3-BH-LBR	L3 Enterprise (Biz Hours) Labor	\$175.00	\$169.75	\$166.25	\$162.75	1 Hour	1/2 Hour	\$85.00	1/2 Hour	1/4 Hour
L3-NB-LBR	L3 Enterprise (Non-Biz Hours) Labor	\$220.00	\$213.40	\$209.00	\$204.60	1 Hour	1/2 Hour	\$85.00	1/2 Hour	1/4 Hour
L3-SH-LBR	L3 Enterprise (Sunday/Holiday) Lab	\$270.00	\$261.90	\$256.50	\$251.10	1 Hour	1/2 Hour	\$85.00	1 Hour	1/4 Hour

Select Pre-Paid Labor Option

Select One			
N/A	\$2,500 - 3% discount off current rate	Biz Hours =	8:00AM EST - 5:00PM PST (M-Fri)
N/A	\$5,000 - 5% discount off current rate	Non-Biz Hours =	5:00PM EST - 8:00AM EST (M-Fri) + (Sat)
N/A	\$10,000 - 7% discount off current rate	Sunday/Holiday =	Sundays or Holidays

pport Agreement Pricing				Description				
Software Assurance renewal \$39,754.80 1 Year Term			Term	Annual Payment Only				
MIR renewal	\$4,648.92			Annual Payment Only				
Mitel Dealer of Record Transfer Fee	N/A			One Time Mitel Charge for Dealer of Record transfer (\$500.00)				
Mitel Password Reset	N/A			One Time Mitel Charge to reset unknown system password (\$500.00)				
* SWA Subtotal	\$44,403.72			Total Annual SWA (Paid Yearly)				
Support Agreement Payment Plan	Yearly	Qtrly	Mnthly	Monthly Payment				
Prepaid Labor Option	NA	NA	NA	Prepaid Labor does not expire until total prepaid amount has been depleted				
Labor Support Agreement	\$38,850.00	\$9,737.50	\$3,262.50					
Enter Users								
Standard Users								
				Labor Support Agreement				
Hardware Warranty	N/A	NA	N/A					
* Payment Plan Subtotal	\$38,850.00	\$9,737.50	\$3,262.50	Payment Plan (does not Incl Annual SWA)				
* Combined Annual SWA & Support	\$83,253.72	\$54,141.22	\$47,666.22	Total Support Agreement or Prepaid Labor, and Yearly Software Assurance				
This agreement constitutes the entire of parties.	understanding of	f the parties a	nd no other u	understanding, collateral or otherwise shall be binding unless in writing, attached to this agreement and signed by both				

**BSB** Authorized Signature

#### Х

Date

Customer Authorized Signature

Date

## BSB

### **Support Agreement**

#### Termination for Cause

In the event that BSB fails to meet the response objectives of the support plan, (CUSTOMER NAME) will provide written notice of breach to BSB. BSB will have 30 days to cure any such breach. If BSB is unable or fails to cure such breach, (CUSTOMER NAME) shall have the right to terminate this support plan and will be entitiled to a prorated refund of the fees associated with the support plans as detailed in the Agreement. The prorated amount will be established based upon the product of the support plan price times a fraction whose numerator is 12 less the number of months that passed since the stated of the support plan and the denominator is 12.

#### Warranty Summary

- \* Includes troubleshooting and resolution of defective parts associated with the phone system or software bugs within the applications installed as part of the project. Otherwise known as "break/fix" services.
- \* Phone instruments are covered under this agreement. Virtual Servers are not included in the coverage
- \* Access to manufacturer technical support to assist in the troubleshooting and resolution of problems requires software assurance (SWA) support contracts from Mitel.
- \* Access to patches and software through the manufacturer to resolve issues if SWA is in place.
- \* Brief phone conversations (maximum of 15 minutes) to answer specific questions about the phone system. This does <u>not</u> include technician performing programming changes or providing training.
- \* Does not include problems that occur due to a power failure or power "brown out" situation
- \* Troubleshooting and resolving disruption of voice traffic due to changes initiated by the client or others is not covered by the warranty as is billable support from BSB. Examples include changes to data switches, firewalls or other network components.
- \* Does not include problems with cabling or cabling connections unless BSB provided the work within one year.
- \* Warranty does not cover any requested changes to call flows or the design of your system. That type of work is considered MAC (Move, Add, Change) and is billable.
- \* Some examples of billable MAC work include:
  - Adding new users and extensions
  - Modifying or changing greetings, auto attendants and call flows
  - Changing extensions
  - Creating mailboxes
  - Resetting passwords
  - o Additional System administration training