



# Support Agreement

Customer Name :	City of Ann Arbor	Customer Contact :	David Harris	Date:	7/2/2023
Address :	301 E. Huron St. Ann Arbor, MI 48104	Contact Email :	<a href="mailto:dharris@a2gov.org">dharris@a2gov.org</a>	Agreement Start Date:	8/2/2023
Phone Number :	734-794-6000	Contact Phone # :	734-794-6285	Agreement End Date:	8/2/2024

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 7/2/2023.

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

Mitel Software Assurance (SWA)	1 Year Term	Mitel	Adv	Premium	SWA Features and Entitlements
<input checked="" type="checkbox"/> Advantage Software Assurance (24 x 7 x 365)			X	X	Entitlement to new major software releases, including new functionality as provided
<input checked="" type="checkbox"/> Premium Software Assurance (24 x 7 x 365)		X	X	X	Entitlement to hot fixes and service packs
			X	X	Technical Support services
				X	<input checked="" type="checkbox"/> Case management, technical inquiry <input checked="" type="checkbox"/> Service Level Objective for issue resolution on supported software releases <input checked="" type="checkbox"/> Access for BSB certified technicians <input checked="" type="checkbox"/> BSB Telephony and Web Ticket System
				X	Mitel Performance Analytics (MPA) <input checked="" type="checkbox"/> Fault reporting <input checked="" type="checkbox"/> Performance monitoring, voice quality and traffic <input checked="" type="checkbox"/> Server metrics <input checked="" type="checkbox"/> Hardware, software and license inventory <input checked="" type="checkbox"/> Report generation—on demand or automated
				X	End customer online training <input checked="" type="checkbox"/> Access to Mitel University and User courseware

\* All BSB support plan's require Mitel SWA  
 \* Support Agreement Start/End Date may be different from SWA Start/End Date  
 \* See attached SWA Itemization and Start/End Date Schedule

REMOTE Support (Break/Fix)	1 Year Term	BSB	Local Co*	Customer	Payment Method	Support Hours
-Telephone System Applications		X			BSB Support Agreement	8:00AM to 5:00PM(US-EST)(M-F)
-Associated VMware Mitel Applications		X			BSB Support Agreement	8:00AM to 5:00PM(US-EST)(M-F)
-System Troubleshooting		X			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 Business 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 Programming				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 VMWare				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				X	Billed T&M by BSB as requested	8:00AM to 5:00PM(US-EST)(M-F)
-Associated VMWare Mitel Applications Programming		X			BSB Support Agreement	8:00AM to 5:00PM(US-EST)(M-F)
-External Paging and Analog Devices				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)
-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)
-Endpoint Placement / Repair		X			BSB Support Agreement	8:00AM to 5:00PM(US-EST)(M-F)
-System Administrative Training				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)
-Administrative System Training				X	Billed T&M by BSB as requested	8:00AM to 5:00PM(US-EST)(M-F)
-Other Services req'd after Normal BSB Business Hours				X	Billed T&M by BSB as requested	5:00PM EST - 8:00AM EST (M-Sat)

Mitel Hardware Warranty	1 Year Term	BSB	Local Co*	Customer	
-Core Telephone Communications Equipment		X			(3) Mitel 3300CX II Controllers, (1) ASU II
-Telephones				X	See List of Covered Hardware
-Miscellaneous Telecom Equipment				X	See List of Covered Hardware

Miscellaneous Hardware Warranty	Not Included	BSB	Local Co*	Customer	
-Miscellaneous Hardware Equipment 1				X	See List of Covered Hardware
-Miscellaneous Hardware Equipment 2				X	See List of Covered Hardware
-UPS Systems and Misc. Batteries		NA	NA	X	Excluded from all Plans
-Headsets (One Year Warranty Only)		NA	NA	X	Excluded from all Plans

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
-System Monitoring					Requires Mitel Premium Software Assurance	
-Asset Management					Tracking of all Hardware/Software/Licenses	



# Support Agreement

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)

Response to Service Requests	
<b>Major Equipment Failure</b>	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 receipt of a trouble report of a Major Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.  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.
<b>Minor Equipment Failure</b>	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) upon receipt of a trouble report of a Minor Failure, which cannot be resolved by a remote engineer.
<b>Major Application Failure</b>	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 to 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.
<b>Minor Application Failure</b>	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.
<b>Move, Add, Changes (MAC)</b>	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 collect CDR data (if applicable).
- \* 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 access to or use of the application software.
- \* All other failures shall be deemed a Minor Application Failure

**Labor Rates and Prepaid Labor Options**

Level 3 - Enterprise Labor Rates	Part #	Description	Hrly Rate	Pre-Paid	Pre-Paid	Pre-Paid	Onsite Support			Remote Support	
				\$2,500.00	\$5,000.00	\$10,000.00	Minimum	Each Addtl	Trip Chg	Minimum	Each Addtl
	L3-BH-LBR	L3 Enterprise (Business Hours) Labor	\$175.00	3 % Dsct.	5 % Dsct.	7 % Dsct.	1 Hour	1/2 Hour	\$85.00	1/2 Hour	1/4 Hour
	L3-NB-LBR	L3 Enterprise (Non-Business Hours) Labor	\$225.00	\$169.75	\$218.25	\$209.25	2 Hour	1/2 Hour	\$85.00	1/2 Hour	1/4 Hour
	L3-SH-LBR	L3 Enterprise (Sunday/Holiday) Labor	\$275.00	\$266.75	\$261.25	\$255.75	3 Hour	1/2 Hour	\$85.00	1 Hour	1/4 Hour
Level 4 - Advanced Application & Network Labor Rates											
	L4-BH-LBR	L4 Adv Apps / Data (Biz Hours) Labor	\$195.00	\$189.15	\$185.25	\$181.35	1 Hour	1/2 Hour	\$85.00	1/2 Hour	1/4 Hour
	L4-NB-LBR	L4 Adv Apps / Data (Non-Biz Hours) Labor	\$245.00	\$237.65	\$232.75	\$227.85	2 Hour	1/2 Hour	\$85.00	1/2 Hour	1/4 Hour
	L4-SH-LBR	L4 Adv Apps / Data (Sunday/Holiday) Labor	\$295.00	\$286.15	\$280.25	\$274.35	3 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
	N/A	\$5,000 - 5% discount off current rate
	N/A	\$10,000 - 7% discount off current rate

Biz Hours = 8:00AM EST - 5:00PM PST (M-Fri)  
 Non-Biz Hours = 5:00PM EST - 8:00AM EST (M-Fri) + (Sat)  
 Sunday/Holiday = Sundays or Holidays

**Support Agreement Pricing**

Support Agreement Pricing		Description	
Premium Software Assurance (SWA)	\$41,195.85	1 Year Term	Annual Payment Only
SWA Re-enlistment	NA		Annual Payment Only - One Time Re-enlistment Fee
Mitel Dealer of Record Transfer Fee	NA		One Time Mitel Charge for Dealer of Record transfer (\$500.00)
Mitel Password Reset	NA		One Time Mitel Charge to reset unknown system password (\$500.00)
* SWA Subtotal	\$41,195.85		Total Annual SWA (Paid Yearly)
Support Agreement Payment Plan	Yearly	Qtrly	Mnthly
Prepaid Labor Option	NA	NA	NA
Labor Support Agreement	\$37,000.00	\$9,275.00	\$3,108.33
Hardware Warranty	Included	Included	Included
* Payment Plan Subtotal	\$37,000.00	\$9,275.00	\$3,108.33
			Payment Plan (does not Incl Annual SWA)
* Total Combined Annual SWA & Support	\$78,195.85	\$78,295.85	\$78,495.85
			Total Support Agreement or Prepaid Labor, and Yearly Software Assurance

This agreement constitutes the entire understanding of the parties and no other understanding, collateral or otherwise shall be binding unless in writing, attached to this agreement and signed by both parties.

X  
BSB Authorized Signature

X  
Customer Authorized Signature

X  
Date

X  
Date



# Support Agreement

## Termination for Cause

In the event that BSB fails to meet the response objectives of the support plan, (City of Ann Arbor) 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, (City of Ann Arbor) shall have the right to terminate this support plan and will be entitled 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 not 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:
  - o Adding new users and extensions
  - o Modifying or changing greetings, auto attendants and call flows
  - o Changing extensions
  - o Creating mailboxes
  - o Resetting passwords
  - o Additional System administration training