

## **Support Agreement**

Customer Name :	City Of Ann Arbor	Customer Contact :	Bob Deering	Date:	7/20/2021
Address :	301 E. Huron St Ann Arbor, MI 48104	Contact Email :	bdeering@a2gov.org	Agreement Start Date:	8/2/2021
Phone Number :	734.794.6000	Contact Phone # :	734.794.6558	Agreement End Date:	8/2/2022

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, hereinafter referred to as Customer, the items and services as described below and dated 7/20/2021.

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	-Miscellaneous Hardware Equipment 2	* *		X			

BSB Initial		Customer Initial

-UPS Systems and Misc. Batteries -Headsets (One Year Warranty Only)

Proactive Maintenance / Monitoring	Not Included	ncluded BSB Local Co		Customer	Payment Method	Support Hours	
-Annual Software Upgrade			3,20	X	Billed T&M by BSB as requested	Normally done after Business Hours	
-System Monitoring				Page 1 of	2 Requires Mitel Premium Software Assurance		



## **Support Agreement**

-Asset Management					BSB Support Contract (billed anually)	Tracking of all Hardware/Software/Licenses
Carrier/Telco Support	Not Included	BSB	Local Co	Customer	Payment Method	Support Hours
-Customer Carrier Coordination / Troubleshooting					Billed T&M by BSB as requested	8:30AM to 5:00PM(US-EST)(M-F)
-Customer Carrier Coordinatio	n / Troubleshooting				Incl'd when Carrier Services purchased thru BSB	8:30AM to 5:00PM(US-EST)(M-F)

Local Co = Local Dealer if required when outside BSB normal coverage area

ponse to Service Requests	
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 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.
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) upon receipt of a trouble report of a Minor Failure, which cannot be resolved by a remote engineer.
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 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.
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 failure, inability to receive incoming calls, inability to call outside of the facility, or system failure that substantially interferes with the Customer's normal use of the System.
- 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

Part #	Description	Std Hourly
L3-BH-LBR	L3 Enterprise (Biz Hours) Labor	\$145.00
L3-NB-LBR	L3 Enterprise (Non- Biz Hours) Labor	\$190.00
L3-SH-LBR	L3 Enterprise (Sunday/Holiday) Labor	\$240.00

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5% DCT	5% DCT	7% DCT
\$2,500.00	\$5,000.00	\$10,000.00
L3 Prepaid	L3 Prepaid	L3 Prepaid
\$137.75	\$137.75	\$134.89
\$180.50	\$180.50	\$176.70
\$228.00	\$228.00	\$223.20

	Onsite Sup	Onsite Support								
1	Minimum	Each Addtl	Trip Chg							
5	1 Hour	1/2 Hour	\$55.00							
)	1 Hour	1/2 Hour	\$55.00							
7	1 Hour	1/2 Hour	\$55.00							
_										

Remote Support				
Minimum	Each Addtl			
1/2 Hour	1/4 Hour			
1/2 Hour	1/4 Hour			
1/2 Hour	1/4 Hour			

Trip Chg	Trip Charge	\$55.00	\$52.25	\$52.25	\$51.15	NA	NA	NA	NA	NA

	Check One		
Select Pre-Paid Labor Option	\$2,500 - 5% discount off current rate	Biz Hours =	8:30AM EST - 5:00PM PST (M-Fri)
	\$5,000 - 5% discount off current rate	Non-Biz Hours =	5:00PM EST - 8:30AM EST (M-Fri) + (Sat)
	\$10,000 - 7% discount off current rate	Sunday/Holiday =	Sundays or Holidays

Support Agreement Pricing		
* Maintenance Agreement (Annual)	\$37,068.00	Annual Support Agreement
* Prepaid Labor Option		Prepaid Labor does not expire until total prepaid amount has been depleted
* Premium Mitel Software Assurance	\$32,249.70	Annual Payment
* Mitel Dealer of Record Transfer Fee	NΔ	One Time Mitel Charge for Dealer of Record transfer

\$69,317.70 Total Support Agreement 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 PETER JOHNSON, COO BSB Authorized Signature

x David Harris
Customer Authorized Signature

x David Harris