

This Remote Support Agreement (“Support Agreement”) applies to the Services described below for Orders where RTS remote support is purchased by Customer. Each capitalized term used herein and not otherwise defined will have the same meaning attributed to it in the Order.

**1. ORDERS FOR REMOTE HELP DESK SUPPORT**

In return for the payment of fees specified in an Order, RTS will provide the remote help desk support (the “Services”) in accordance with the terms of this Remote Support Agreement. Orders are subject to acceptance by RTS. The terms and conditions of this Remote Support Agreement will be incorporated in and apply to each Order for the Services. In the event of a conflict between this Remote Support Agreement and the Order, the terms of the Order will control. The information within this Support Agreement is confidential and should not be disclosed by Customer to any third party and is not to be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the Services to be performed by RTS.

**2. SERVICE DESCRIPTION**

RTS will provide Customer with the Services as described in this Support Agreement.

- Remote support will be initiated from the Customer’s internal help desk to the RTS help desk through the engagement process set forth in Section 5. Once the request is received, an RTS ticket will be entered and assigned to the corresponding resource for meeting the requirements of the ticket.
- If an issue requires an end-user call, RTS will contact the Customer’s end-user and troubleshoot the issue to resolution.

Ticket Summary	
Description:	Customer requires MAC, other change, or coordination of a problem
Examples:	Feature functionality, call routing irregularities, voice mail failure, network failure
Response Time:	Callback or initial follow up within 4 hours (8-5 EST business day coverage)
Estimated Resolution:	1 Business Day
Follow Up:	RTS will contact Customer’s contact and/or end user if required

**Recommended to Improve Resolution Time**

- If an issue is a repair issue, the RTS will engage the product manufacturer on the Customer’s behalf without approval from the Customer for repair issues up to \$1,200.00. If RTS engages a contractor as part of the resolve, the Customer approves RTS to issue work on the Customer’s behalf for up to \$400.00 per incident, with a cap of \$2,000.00 in any given 30 day period.
- Assist the Customer’s internal help desk with, when applicable:
  - on-site back-ups and reboots (according to Customer adhering to manufacturer’s best practices for backups)
- RTS Support Desk will, through the RTS Account Team, advise Customer of any upgrades, patches and firmware updates needed for Customer to stay manufacturer supported.

**3. CUSTOMER SUPPORTED LOCATIONS**

The Customer locations to be supported by RTS as part of this Support Agreement are as set forth in the applicable Order.

**4. HOURS OF SUPPORT**

Support Services are available during the hours of 8am to 5pm, Eastern Standard Time, Monday through Friday (“Normal Business Hours”). Tickets will be received 7 x 24, however work on a ticket received weekdays between 5pm to 8am EST, or anytime on

Saturday, Sunday, or RTS Holidays, will begin at 8:00 am EST the next business day.

**5. SUPPORT ENGAGEMENT PROCESS**

Customer’s internal help desk will initiate a support request via the following methods:

Open a Ticket:	<a href="http://alert.rts.com">http://alert.rts.com</a>
Email:	<a href="mailto:convergedservices@rts.com">convergedservices@rts.com</a>
By Phone:	(866) 999-4787

To initiate a ticket, Customer will provide RTS with the following information:

- Customer point of contact and associated contact information
- Description of what troubleshooting steps the Customer has done on the issue
- Description of issue with end user information (if applicable)
- Time ticket was created and sent to RTS

**6. SUPPORTED PRODUCTS**

The following products and applications (“Supported Products”) identified in the applicable Order, will be supported by RTS under this Support Agreement:

- Definity software
- Avaya Communication Manager System software
- Avaya Intuity Audix, IA770 and CM Messaging voicemail systems
- Certain data products or other products identified by RTS from time to time

Customer has verified that, as of the effective date of this Support Agreement, all Supported Products are in good working condition with no open manufacturer repair or support tickets/issues. Customer will provide RTS with a current inventory of the components and applications within the Supported Products prior to the start of the Services.

Customer will notify RTS of any scheduled upgrades or updates to the Supported Products within sixty (60) days of said upgrade or update. Any additions, changes or updates to the Supported Products, including any components or applications, will result in a re-evaluation of the Services to be provided by RTS hereunder, including pricing, and any resulting changes will be mutually agreed upon by RTS and the Customer.

**7. BLOCK OF HOURS AND FEES**

The number of hours purchased by Customer (“Block of Hours”) and the corresponding hourly fee will be as set forth in the Order. Rates are based on a 12-month contract. RTS will invoice, and Customer will pay for, the fees for entire Block of Hours in advance. No refund will be given for unused hours. If Customer exceeds the Block of Hours purchased, RTS will charge Customer for the additional hours at a rate of 1.5 times the applicable hourly rate set forth in the Order, unless a new Block of Hours is purchased pursuant to an Order within thirty (30) days. RTS reserves the right to increase the fees based upon current market conditions for similar services, not to exceed a maximum of ten percent (10%) per year unless otherwise noted.

## 8. ON-SITE DISPATCH

The Services do not include on-site support or the dispatching of a technician or engineer. However if RTS, in its sole determination and after completing the escalation procedure set forth in Section 10, cannot resolve the incident remotely, RTS will dispatch a technician or engineer to Customer's location. In such event, RTS will notify Customer, and Customer will provide the following:

- A single point of contact (C-SPOC) who will have a thorough understanding of Customer's business requirements and technical environment.
- Access to the Customer's technician, with escort if required, to all Supported Product locations, up to 7 days a week, 24 hours per day, at the discretion of RTS, including but not limited to, server room and satellite closets, Local Exchange Carrier's (LEC) and Inter-Exchange Carrier's (IXC) demarcation, and all locations with end-user equipment.

On-site work will be charged against the Block of Hours. On site charges will be converted to hours based upon the following formula: the total contractor's fees for the on-site work divided by RTS' hourly rate for the Block of Hours as set forth in the applicable Order, rounded up to the nearest half-hour. (For example: Contractor's fee of \$500 divided by RTS hourly rate of \$125 equals 4 hours.) Fees for materials may be billed separately.

Customer's failure to adequately perform its obligations hereunder or to reasonably cooperate with RTS or its contractors, may impact RTS' performance of the Services. In such event (i) Customer will hold RTS harmless for any errors, faults, and failures in the Services as a result of Customer's, or Customer's vendor(s), actions or inactions; and (ii) RTS may charge Customer the fees resulting from the delays, including reasonable out-of-pocket expenses.

## 9. CUSTOMER RESPONSIBILITIES

Customer will provide RTS with the following:

- A network drawing including IP addresses (if applicable), Circuit ID's, INAD lines, building names, and appropriate floor plans
- Customer's vendor identification number (i.e., "sold-to" number) for each location and item, if applicable
- Two VPN access ID's with 24 x 7 access to the voice and data network prior to the start of the contract
- Authorized Business Partner level access for Supported Products
- Information and possible access to internal ticketing system
- Customer's help desk number and email address
- Customer's address information for each of the supported locations and a primary point of contact for requests. Contact info to include email address, office phone, and emergency phone number.
- Customer's contact information for escalation of issues within Customer's organization
- A Letter of Agency ("LOA") to Customer's vendors and local telephone carrier(s) authorizing RTS to act on the Customer's behalf, as applicable
- Any documentation, files, reports and logs necessary for RTS to effectively support the Customer's help desk

In addition, Customer will:

- Authorize RTS to dispatch on-site technicians on the Customer's behalf and expense (as noted in Section 2 above) and provide a LOA if needed to complete tickets
- If applicable, take initial end-user calls to the Customer's help desk and work ticket before passing it to RTS Help Desk
- Ensure Customer's end-users are initiating requests through Customer's internal help desk
- Qualify the ticket, and collect all contact information and as much detail as possible describing the issue before contacting RTS Help Desk

- Have authorized staff available during Normal Business Hours that has authority to make decisions on the Customer's behalf

## 10. ESCALATION PROCESS

RTS makes every attempt to be responsive and efficient in processing Customer's support requests. If for any reason Customer feels that RTS has not performed the service to Customer's reasonable satisfaction, the incident may be escalated as follows: After attempting to resolve the incident with the RTS staff member with whom they are working, Customer may escalate the incident to another RTS resource by phone along with an email, to the point of contact in the order set forth in the table below.

Contact Point	Name	Email	Phone #
Primary	RTS Help Desk	<a href="mailto:convergedservices@rts.com">convergedservices@rts.com</a>	866-999-4787
Secondary-Backup	Technical Services Manager	<a href="mailto:convergedservices@rts.com">convergedservices@rts.com</a>	866-254-3276
3 <sup>rd</sup> Escalation	VP Services	<a href="mailto:convergedservices@rts.com">convergedservices@rts.com</a>	866-253-4141

Quarterly reviews will be held between the RTS and Customer to discuss the performance of the Support Agreement, including any issues and suggestions to improve the effectiveness of the Services, the continuing partnership between RTS and Customer, and Customer's expectations of their support needs.

## 11. SERVICE EXCLUSIONS

The Services do not include the following:

- Remote support does not replace product maintenance coverage with the manufacturer. RTS expects that the appropriate product maintenance and software support coverage will be in place between Customer and the manufacturer.
- Hardware or software purchases
- On-site support including the dispatching of a technician or engineer, except as set forth in Section 8
- The cost of patches, firmware or software
- Some patches, firmware or software upgrades may not be, or are not recommended to be, remotely installed
- Systems that cannot be accessed remotely by RTS Help Desk
- Any formal training of Customer staff on the application(s) which is associated with the support of equipment by RTS
- Support of any products and systems other than the Supported Products
- Support of any call originated by Customer's end-user(s) directly to the RTS Help Desk

## 12. TERM AND TERMINATION

12.1 The term of this Support Agreement begins upon Customer's execution of the Order, and will continue in effect for a period of one (1) year, or full use of the Block of Hours, whichever occurs first. The term of the Support Agreement may be extended by mutual agreement of the parties, or if additional hours are purchased pursuant to an Order. In such event, subsequent Orders will identify the additional number of hours purchased and the associated fees. The term of the Support Agreement will be extended such that the term will expire one (1) year from the date of the subsequent Order or until the additional Block of Hours is used, whichever is earlier.

12.2 Either party may terminate this Support Agreement upon ninety (90) days prior written notice, provided however, that Customer may not terminate this Support Agreement during the first six (6) months of the term without RTS written approval.