

# Intrado Call Handling CPE Standard Maintenance and Support Services

These Maintenance and Support Services terms (“MSS Terms”) describe the current offerings for maintenance and support services for Intrado Call Handling equipment and software sold to a customer (“System”). These MSS Terms apply to any of the services described below that appear on an Intrado quote (“Quote”). These terms are in addition to, and do not modify the terms of the applicable agreement between the parties (“Agreement”). If any of these MSS Terms conflict with the Agreement or the Quote, the terms of the Quote will prevail as they relate to the MSS Terms only and the MSS Terms will prevail over the terms of the Agreement. All capitalized terms not defined in these MSS Terms will have the meanings set out for such terms in the Agreement.

Intrado’s standard limited warranty runs for twelve months from Final Acceptance.

The following are the current Intrado service offerings:

- Software Protection and Remote Technical Support
- Software Subscription Service
- On-Site Support Services
- Hardware Protection Service
- Remote Monitoring of Sentry Alarms Services
- VIPER® Alarm Monitoring Service
- Remote Operating System Update Service
- Remote Anti-Virus Update Service

Also included in Table 1 in Section 9 below are Response Time Goals and Severity Levels

**General Note: Please note that for all services described in these MSS Terms, Intrado will not be obligated to repair or replace any software or equipment which (i) has been repaired by others; (ii) has been abused or improperly handled, stored, altered, or used with third party material or equipment; (iii) has been subject to power failures or surges, lightning, fire, flood or accident; or (iv) has not been installed by Intrado, an Intrado authorized technician, or by customer or its agent in an approved manner.**

## 1. Software Protection and Remote Technical Support

### 1.1. Availability

This service is not included in the standard warranty, and is a mandatory requirement for the receipt of any technical support.

### 1.2. Offering Summary

Bundled offering which provides access to software maintenance releases as well as remote technical support that allow for 24x7x365 assistance from Intrado’s centralized Support Center for the Intrado System. Customer may not purchase Software Protection and Remote Technical Support for a subset of the Intrado System; all 911 call taking positions must be covered.

### 1.3. About Software Protection

This offering provides for the availability of software product updates. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

Intrado will provide periodic software release bulletins to customers which announce and explain important product updates for Intrado Software. Customers may then request the new release or version from Intrado, based on applicability of the release to customer’s System. Customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch

appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

The customer is encouraged to periodically install new Software updates. Software releases are available for a limited time. If the System is not maintained to a currently supported equipment and software version, future software releases may not be compatible with customer's existing System.

#### **1.4. Remote Technical Support**

Support is provided by associates who specialize in the diagnosis and resolution of system performance issues. Remote Technical Support is available 24/7 through both a toll free hotline and a secure customer Internet portal. All service inquiries are tracked by a state-of-the-art CRM trouble ticket system that can be queried by customers through the online portal to obtain the most up-to-date status on their issues.

Response times for Remote Technical Support are based on system issue severity levels as defined in Table 1 in Section 9 below. Problems which are not resolved within predefined time limits are automatically escalated to management within Sales, Product Management and Engineering for action.

#### **1.5. Intrado Responsibilities**

- Respond to service requests based on appropriate severity level response goals
- Assess the system issue(s)
- Apply technical expertise, knowledge and resources to restore system to functionality, or assist customer to apply the identified fix
- Escalate issues for review when required
- Communicate progress and resolution with the specific customer contact
- Provide to the customer bulletins announcing the availability of software releases, and deliver software in disc form to the customer as requested

#### **1.6. Customer Responsibilities**

- Log all requests for assistance directly with the Technical Support Center, either through the toll-free hotline or the online portal
- Provide the following information when initiating a service request:
  - Site Name/ID number/Agency Location
  - Contact Name and Number
  - Problem Description
- Ensure that the individual requesting support is appropriately trained and knowledgeable regarding the operation of the System
- Provide additional symptoms and information as they occur pertinent to resolving systems issues
- Respond to Intrado communications regarding case status and resolution in a timely manner
- Allow Intrado remote access to obtain system availability and performance data. If remote access capability is not available, the purchase of On-Site Support Services may be required.
- Notify Intrado before performing any activity that may impact the System (including software installation, hardware upgrades, network upgrades or de-activation)
- Store and maintain all software needed to restore the system as well as all system back-ups
- Install software

#### **1.7. Conditions not covered under this Service offering**

- Assistance with third-party software or hardware not provided by Intrado
- Assistance with user configuration, usage scenarios and items covered in standard end user training or operating manuals provided to the customer. This includes any moves, adds or deletes to the user configuration which has resulted in system performance issues. Support for these subjects is available through purchase of end-user training curriculum.
- Assistance with equipment configuration change requests not associated with problems on the installed Intrado equipment

- Intrado installation support. Installation services can be purchased separately from Intrado.
- Assistance with Geographic Information Systems (“GIS”) data updates performed by the end user, or resulting problems
- Consultation for new software or equipment
- Software does not provide new features or functionality upgrades
- Corrections of problems, and assistance regarding problems, caused by third party software and operator errors, including the entry of incorrect data and the maintenance of inadequate back-up copies and improper procedures
- Upgrade of the customer’s operating system, hardware or third party software may be required from time to time to support Maintenance Releases. Intrado will not be responsible for the cost of such upgrade.

## **1.8. Reinstatement of Intrado Software Protection and Remote Technical Support**

If Software Protection and Remote Technical Support lapses, the customer’s access to the Support Center will be discontinued, and reinstatement fees will apply as follows if the customer desires to receive any technical support services:

- Payment for the lapsed period at the prevailing rate; plus
- Purchase of Software Protection and Remote Technical Support for the current period; plus
- System recertification fees in the form of a Class A inspection at \$1,500 per day plus related travel and expense charges.

## **2. Software Subscription Service**

### **2.1. Availability**

This service is not included in the standard warranty; available for separate purchase only if (i) customer’s System software is current, or (ii) the services are purchased for a new system deployment or for a specific system component purchase.

### **2.2. Service Description**

Software Subscription Service provides the customer with access to software upgrades including new features. This offering only provides for the availability of the software. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

Intrado will provide periodic software release bulletins to customers which announce and explain new feature releases for Intrado Software. Customers may then request the new release or version from Intrado, based on applicability of the release to customer’s System. The customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado’s then current prices for such services.

The customer is encouraged to periodically install new Software releases because to keep the System current. Software releases are available for a limited time; if the System is not maintained to a currently supported equipment and software version, future software releases may not be compatible with customer’s existing System.

### **2.3. Intrado Responsibilities**

- Provide to the customer bulletins announcing the availability of software releases, and deliver software in disc form to the customer as requested

## 2.4. Customer Responsibilities

- Contact an Intrado Sales account representative to order an available software release
- Install the software

## 2.5. Conditions not covered under this Service offering

- Consultation for new software or equipment
- Corrections of problems, and assistance regarding problems, caused by third party software and operator errors, including the entry of incorrect data and the maintenance of inadequate back-up copies and improper procedures
- Upgrade of the customer's operating system, hardware or third party software may be required from time to time to support New Releases, Maintenance Releases or Upgrades of the Software. Intrado will not be responsible for the cost of such upgrade

## 3. On-Site Support Services

### 3.1. Availability

This service is not included in the standard warranty; available for separate purchase.

### 3.2. Service Description

On-site Support Services are primarily designed to assist with issues that require System expertise in troubleshooting and restoration at the customer's location.

On-site Support Services include travel costs and time and labor related to the service incident. Also included in the service are quarterly on-site preventative and routine maintenance reviews (four per year) of the customer's System. These maintenance visits can include the installation of routine updates to software. Training, configuration changes, reprogramming and System upgrade labor are not included in this offering, but are available for purchase.

On-Site Support Services options include the designation of a technician dedicated specifically to the customer's deployment(s), or alternately a non-dedicated resource available for use with other customers. Intrado may engage third-party vendors to provide the On-Site Support Services.

Regardless of designation, the response times of On-Site Support Service technicians are based on system issue severity levels as defined in Table 1 in Section 9 below.

### 3.3. Intrado Responsibilities

- Dispatch a technician to customer's site when the issue cannot be resolved remotely
- When on-site, assist customer in performing System diagnostics
- Provide on-site technician visit on a quarterly basis to perform preventative and routine maintenance activities

### 3.4. Customer Responsibilities

- Perform responsibilities as detailed in the Remote Technical Support section (above)
- Brief on-site technician on issue(s) and actions taken
- Allow Intrado both on-site and remote access to the System
- Validate issue resolution prior to close of the case.
- Cooperate with Intrado and perform all acts that are reasonable or necessary to enable Intrado to provide the On-Site Support Services. These include maintaining a suitable environment (heat, light, and power) and providing the technician with full, free, and safe access to the System. All sites must be accessible by standard service vehicles

### 3.5. Conditions not covered under this Service offering

- Assistance with third-party software or hardware not provided by Intrado
- Assistance with user configuration, usage scenarios and items covered in standard end user training or operating manuals provided to the customer. This includes any moves, adds or deletes to the user configuration which has resulted in system performance issues. Support for these subjects is available through purchase of end-user training curriculum.
- Intrado Hardware/Software System Upgrade support (other than associated with a Software Subscription Service). Upgrade services can be purchased separately from Intrado.
- Intrado installation support. Installation services can be purchased separately from Intrado.
- Assistance with GIS data updates performed by the end user, or resulting problems.

## 4. Hardware Protection Service

### 4.1. Availability

This service is not included in the standard warranty. It is available for separate purchase.

### 4.2. Service Description

The Hardware Protection Service provides for the replacement of any non-operating Intrado provided hardware component, with the exception of monitors. This offering only provides for the replacement of the hardware item. Installation services and training (if needed) are not included. This service does not cover items where warranty has been voided due to abuse, Force Majeure or other actions.

When the Intrado Technical Support Center concludes that an item is non-operational, a fully functioning new or refurbished unit will be shipped to the customer. This unit will then become the property of the customer and will restore the functionality of the non-working item, but it may not be the exact same model as the original. The shipment of the replacement item will include a pre-printed shipping label used for the return of the non-working item from the customer.

### 4.3. Intrado Responsibilities

- Once a hardware item has been determined to be non-operational, initiate the replacement of the item.
- Providing a pre-printed return label to the customer for use in their return of the original non-functioning unit back to Intrado.

### 4.4. Customer Responsibilities

- If a replacement unit has been provided by Intrado, the customer will return the non-functioning unit within 30 days of new item receipt.

### 4.5. Conditions not covered under this Service offering

- Replacement of non-operation hardware not provided by Intrado
- Replacement of non-operational workstation monitors
- Hardware items deemed to be non-functional as a result of abuse, Force Majeure or other actions
- Installation of the replacement hardware

### 4.6. Suspension of Intrado Hardware Protection Coverage

If the original non-functioning hardware is not returned within 30 days after receipt of a replacement item, the customer's ability to use service will be suspended. The service will be reinstated upon receipt of the non-functioning hardware.

Suspension of the service can also occur as a result of non-payment for the Hardware Protection maintenance contract.

## **5. Sentry® Alarm Monitoring Services**

### **5.1. Availability**

This service is not included in the standard warranty; available for separate purchase.

### **5.2. Service Description**

Intrado offers Remote Monitoring of the System through a remote centralized network systems management solution, also known as “Intrado Sentry”. Intrado Sentry monitors all Intrado products as well as most third party equipment, and forwards alarms and alerts to a centralized Intrado Network Operations Center for monitoring. This service requires the purchase of Intrado Sentry hardware from Intrado.

Intrado’s Technical Support Center will receive the remote customer alarms and alerts 24x7x365 notifying Intrado of any irregular behavior including faults and performance threshold crossings requiring attention. Minimum action includes contacting of either the customer directly or the assigned on-site service personnel to provide the appropriate technical response.

Automatic remote troubleshooting of the alarm is performed only if Remote Technical Support services are purchased.

The dispatching of Intrado technician support after an alarm is received and troubleshooting has been performed is available only if On-Site Support Services are purchased.

### **5.3. Intrado Responsibilities**

- Remote Monitoring of customer based PSAP Equipment
- Contacting of either the PSAP directly or their assigned on-site service personnel upon receipt of the alarm, as appropriate
- Clearing of the alarm

### **5.4. Customer Responsibilities**

- Establish business rules regarding alarm notifications and escalation conditions within the Sentry system
- Designation of Customer contact points or its assigned on-site service personnel

## **6. VIPER Alarm Monitoring Service**

### **6.1. Availability**

This service is not included in the standard warranty; available for separate purchase.

### **6.2. Service Description**

The VIPER Alarm Monitoring service is a remote problem detection offering. This service monitors the integrated alarm messaging and notifications of the VIPER CPE for irregular behavior, including faults and performance threshold breaches. To enable the monitoring functionality, Intrado will configure the VIPER CPE to transmit alarm messages through an installed firewall, across the Customer’s Internet connection, to the Intrado Network Operating Center (“NOC”).

The NOC will receive the remote alarms and alerts 24x7x365 notifying Intrado of the health and status of the VIPER CPE. Upon receipt of an alarm, Intrado will contact either the Customer directly or the assigned on-site service personnel to provide the appropriate technical response. Intrado will perform automatic remote troubleshooting of the alarm as part of the Customer’s Remote Technical Support service coverage.

The dispatching of an Intrado technician for support after an alarm is received and initial troubleshooting has been performed is available for customers who have purchased On-Site Support Services.

### 6.3. Intrado Responsibilities

- Remote Monitoring of Customer-based VIPER CPE
- Contacting either the PSAP directly or its assigned on-site service personnel upon receipt of the alarm, as appropriate
- Clearing the alarm

### 6.4. Customer Responsibilities

- Establish business rules regarding alarm notifications and escalation conditions within the VIPER CPE
- Designation of contact points or its assigned on-site service personnel
- High-speed network access

Summary of Monitoring Features		
	VIPER Alarm Monitoring	Sentry-based Monitoring
<b>Alerting Environment</b>	Integrated VIPER Alarm Messages and Notifications. <u>Primary Alarm Sources:</u> CAD Router CDR Manager Config Dist Service Domain Name Server Third-Party gateways ALI Server PMG Console Process Monitor Soft Switch Fault Manager Telephony Server CIM Server Zoo Replication Manager Alarm contact	Nearly all aspects of a 9-1-1 system - the Intrado Call Handling Equipment and most 3rd party equipment utilized at a PSAP. Includes all integrated VIPER alarms, and health status detection of installed equipment. Monitoring of the hardware equipment for potential failure (full hard drive, workstation fan malfunction, etc.) is a primary driver for use of this service over that of VIPER Alarm Monitoring.
<b>Alert Delivery Options</b>	To the Intrado Network Operations Center	To the Local PSAP To the Intrado Network Operations Center
<b>Local PSAP Alert Options</b>	[none]	Audible and Visual Alarm Panel alerts, e-mail, pager & SMS messages
<b>Hardware</b>	Firewall Appliance (1)	Firewall Appliance (1) Sentry Server and Console Kit (1)
<b>Software</b>	Software Media Set (1) ELM Class 1 Application (1) ELM Class 2 Application (1)	Sentry Media Kit (1) ELM Class 1 App (1 per server) ELM Class 2 App (1 per Position & IP Agent)
<b>Services</b>	Viper Alarm Monitoring Service (per position workstation- each year)	Sentry Monitoring Service (per ELM App installed-each year)

Summary of Monitoring Features		
	VIPER Alarm Monitoring	Sentry-based Monitoring
<b>Alarm Handling Process</b>	Alarms from the VIPER are transmitted directly to the Intrado Network Operations Center.	Alarms from the VIPER and all monitored hardware sources are collected at the Sentry server which then transmits the alerts to the local PSAP and/or to the Intrado NOC.

## 7. Remote Operating System (“OS”) Update Service

### 7.1. Availability

This service is not included in the standard warranty; available for separate purchase.

### 7.2. Service Description

The OS Update Service provides system administrators who need to manage and distribute Microsoft OS updates the ability to do so directly through the VIPER Primary Domain Controller. When Microsoft issues security updates for its OS software, the OS Update Service makes them quickly available to CPE administrators.

Before delivering a Microsoft OS update to a Customer, Intrado will review the OS patch content to understand its relevance to the VIPER product family. Once a patch is determined to be applicable, it is certified by Intrado’s Validation Engineering team and packaged for deployment. The deployable OS update is then loaded to the Intrado centralized server. The VIPER Primary Domain Controller is then ready, upon authorization from the Customer’s system administrator, to distribute the updates on the applicable Windows equipment, including all servers and position workstations.

The deployment process includes the ability for the Customer to track and report on the deployment of updates to the System via the VIPER Primary Domain Controller.

### 7.3. Intrado Responsibilities

- Make available OS updates for deployment which are certified for applicability on VIPER CPE products.

### 7.4. Customer Responsibilities

- Provide high-speed, secure broadband (business grade DSL or T1 link) network access. (Note: Intrado does not quote or provide high speed internet access as a product offering. For network access service, contact a local Internet Service Provider (“ISP”).)
- Manually synchronize the System with the Intrado Care Access Server to download any available OS Update files. If desired, this function can be programmed to occur on a pre-determined schedule.
- Manually trigger the distribution of the OS Updates to the customer machines in the System (servers and workstations). If desired, this function can be programmed to occur on a pre-determined schedule.
- Restart the Customer machines on the System as required by the Microsoft update (per the Intrado-defined restart process). Some Microsoft OS updates require a restart of the Customer machines for them to take effect.

### 7.5. Conditions not covered under this Service offering

- The distribution of the OS Update on disc, drive or other hardware media
- Replacement of non-operational workstation monitors
- Provision of updates to any Intrado software products, or Anti-Virus offerings

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## 8. Remote Anti-Virus (“AV”) Update Service

### 8.1. Availability

This service is not included in the standard warranty; available for separate purchase.

### 8.2. Service Description

This service provides system administrators who need to manage and distribute Symantec signature updates the ability to do so directly through the VIPER primary domain controller. When new signature updates are issued and certified by Intrado, the AV Update service makes them quickly available to CPE administrators.

Before delivering an antivirus signature update to a Customer, Intrado will review the content to understand its relevance to the VIPER product family. Once a signature update is determined to be applicable, it is certified by Intrado’s Validation Engineering team and packaged for deployment. The deployable signature update is then loaded onto the Intrado centralized server. The Symantec Endpoint Protection manager running on the premise VIPER primary domain controller receives the updates from the Intrado server and is then able, upon authorization from the Customer’s system administrator, to distribute them on the applicable Windows equipment, including all servers and position workstations.

The deployment process includes the ability for the Customer to track and report on the deployment of signature updates to all of Customer’s System via the VIPER primary domain controller.

### 8.3. Intrado Responsibilities

- Make available antivirus signature updates for deployment which are certified for applicability on VIPER CPE products.

### 8.4. Customer Responsibilities

- Provide high-speed, secure broadband (business grade DSL or T1 link) network access. (Note: Intrado does not quote or provide high speed internet access as a product offering. For network access service, contact a local ISP.
- Manually synchronizing the VIPER system with the Intrado Care Access Server to download any available antivirus signature updates. If desired, this function can be programmed to occur on a pre-determined schedule.
- Manually trigger the distribution of the antivirus signature updates to the customer machines in the System (servers and workstations). If desired, this function can be programmed to occur on a pre-determined schedule.
- Must have a valid Symantec Endpoint Protection Enterprise Edition software license (version 12.1.1 or above) on each customer machine in the System (servers and workstations) that receives the updates. This license can be purchased from Intrado, please see ordering notes below.

### 8.5. Conditions not covered under this Service offering

- The distribution of the antivirus signature updates on disc, drive or other hardware.
- Provision of updates to any antivirus software products other than Symantec Endpoint Protection Enterprise edition (version 12.1.1 or above).
- Provision of updates to OS or any Intrado software products.

## 9. Response Time Goals and Severity Levels

Table 1: Remote Technical and On-Site Support Services Response-Time Goals by Severity Levels.

Severity Level	Definition	Remote Response Time Goal	On-Site Response Time Goal*	Problem Correction
<b>1</b> Product Failure or Loss of Service	Severity Level 1 problems involve a System failure and a major loss of functionality that renders the entire System inoperable.	15 minutes	4 hours	Intrado will provide the customer with a program code correction, program code patch, or a procedure for the customer to bypass or work around the defect in order to continue operations. If a bypass procedure is used, Intrado will continue defect resolution activity, on a high severity basis, until a program correction code or patch is provided to the customer.
<b>2</b> Severely Impaired functionality (more than 50%)	Severity Level 2 problems involve the failure or loss of functionality of non-critical functional components or features, while the System itself remains operable. Severity Level 2 involves a major impact such as a loss of 50% of call taking capacity or a loss of all of dispatch or the loss of a major functionality (e.g. no delivery of either ANI or ALI).	1 hour	4 hours	Intrado will provide the customer a program code correction, program code patch, or a procedure for the customer to bypass or work around the defect to continue operations. If a bypass procedure is used, Intrado will continue problem or defect resolution activity, on a high severity basis, until a program correction code or patch is provided to the customer.
<b>3</b> Non-Critical System Failure (Less than 50%)	This class of problem requires action from the Call Center within a short time. Severity Level 3 problems may cause performance degradation or system components to malfunction. Severity Level 3 may involve one position non-functioning.	8 Business hours	Next Business Day	Intrado will provide the customer with a program code correction in a maintenance release.

<b>Severity Level</b>	<b>Definition</b>	<b>Remote Response Time Goal</b>	<b>On-Site Response Time Goal*</b>	<b>Problem Correction</b>
<b>4</b> Minor Issue	This class of problem is non-service Affecting and includes problems such as incorrect operation of a minor functionality or System component that is infrequently used, and problems that have feasible work-around available (e.g. incorrect operation of a functionality of 911 without loss of all of dispatch). Core functionality is not affected.	Next Business Day	Next Business Day	Code correction may be provided in a future maintenance release or a commercially reasonable effort to provide a work around solution.
<b>5</b> <b>Inquiry</b>	This is not a class of problem, but is an inquiry only.	2 Business Days	Does not apply	Does not apply.

\*On-site response time goal is based on the time from which Intrado determines an on-site technician is necessary. On-site response is only available if Customer has purchased On-Site Services.

