

NEC Direct Certified Maintenance Support Services Agreement

This NEC Direct Certified Maintenance Support Services Agreement (“AGREEMENT”) is between NEC Corporation of America, a Nevada Corporation, with its principal place of business at 6535 North State Highway 161, Irving, TX 75039 (“NEC”) and _____ (“CUSTOMER”), having its principal place of business at _____, and, along with DIR Contract No. DIR-TSO-2689, sets forth the supplemental terms and conditions under which NEC, directly or through its agents and service providers, shall provide Parts Replacement, Software Assurance, Remote Monitoring, Remote Technical Support, Onsite Repair, and/or On-Premise Services (collectively herein after referred to as “SERVICES”) as determined by the selection of available Maintenance Support Services in Attachment 1 - Maintenance Support Services.

This AGREEMENT contains the following attachments and appendices: Attachment 1, “Maintenance Support Services”; Attachment 2, “Service Activation Acceptance”; Appendix 1, Covered Components List and Pricing; Appendix 2, Acceptable Use Policy (AUP).

1 Definitions

- 1.1 Principal Period of Maintenance (“PPM”) - The days and hours of the days when service is delivered to Customer.
- 1.2 Service Level Agreement (“SLA”) - The cumulative time (Response Time) in which NEC will make commercially reasonable efforts to respond to Customer’s reported maintenance incident.
- 1.3 Response Time - Response Time is measured according to the PPM. If PPM is less than 24 hours per day, 7 days a week, then Response Time is measured within that PPM. Response Time begins upon NEC’s receipt of maintenance service request from Customer, verification of problem found, and dispatch or initiation of remote labor required to affect repairs.
- 1.4 Major System Failure - A general inability of the PBX system to receive incoming or originate outgoing calls, or a majority of either the central office trunks or tie trunks are inoperable, or more than twenty-five percent (25%) of either the stations or terminals are inoperable.
- 1.5 Time and Materials (T&M) Rates - In the absence of a contractual agreement, T&M is the prevailing local dispatch labor rate, plus list price of materials required to affect repairs. Onsite T&M hours require a one (1) hour minimum charge during normal business hours or a four (4) hour minimum charge after normal business hours per request, plus travel charges.
- 1.6 Covered Components – Covered Components are the hardware and/or software identified in Appendix 1 under Covered Systems.
- 1.7 Incident Management - The process of managing the lifecycle of unplanned interruption to service or service alarms detected through the process of remote monitoring of COVERED COMPONENTS.
- 1.8 Incident Prioritization – Service requests and service alarms will be prioritized in order to determine severity and response time. These incidents will be categorized in one of the four priorities below, based on the impact to the customer’s business
Priority 1: System is down or there is a critical impact to the Customer's business operations.
Priority 2: Operation of System is severely degraded, or significant aspects of the Customer's business operation are being negatively impacted by unacceptable System performance.
Priority 3: Operational performance of the System is impaired while most business operations remain functional.
- 1.9 *Priority 4:* Customer requires information or assistance regarding NEC Product capabilities, or configuration capabilities. There is clearly little or no impact to the Customer's business operation. MACD - (Moves Adds Changes Deletes) Changes that are requested by the CUSTOMER to modify the functionality of the Covered Component.
- 1.10 SNMP - Simple Network Management Protocol (SNMP) is an "Internet-standard protocol for managing devices on IP networks". Devices that typically support SNMP include PBX’s, routers, switches, servers, workstations, printers, modem racks, and more. It is used mostly in network management systems to monitor network-attached devices for conditions that warrant administrative attention.

2 Performance of Services

- 2.1 NEC shall provide the SERVICES selected in Attachment 1, "Maintenance Support Services", in this AGREEMENT for the applicable hardware and software components ("COVERED COMPONENTS") defined in the Covered Components List (Appendix 1). NEC reserves the right to change the SERVICES from time to time, and CUSTOMER will be notified of any material changes or updates to the SERVICES which may affect CUSTOMER. NEC may use a subcontractor to provide the SERVICES, including, without limitation, NEC Corporation of America ("NEC").

3 Term and Termination

- 3.1 The "Initial Term" of this AGREEMENT shall commence on _____ and shall continue for a period of _____ thereafter.
- 3.2 Unless the Customer notifies the Vendor of its intent to terminate this AGREEMENT at least thirty (30) days prior to the expiration of the term (or at the end of any one-year extension of the term, which may occur as provided below), the term shall be extended for an additional one (1) year period(s) ("Extension(s)"), upon the same terms and conditions contained herein, and upon the Customers agreement to renew. NEC may adjust its service rates to conform to Appendix C, Pricing Index to DIR Contract No. DIR-TSO-2689. NEC shall furnish Customer with a written notice of any proposed increase in NEC's service rates for the next Extension at least thirty (30) days prior to the anniversary date of the original term. Unless Customer exercises its right to terminate as set forth above, the Customer shall be deemed to have agreed to the adjusted service rates for the next extension.
- 3.3 NEC reserves the right to terminate or suspend performance under this AGREEMENT and discontinue providing SERVICES to CUSTOMER in the event CUSTOMER materially or repeatedly fails to comply with Acceptable Use Policy set forth in Appendix 2 attached hereto. In such an event, NEC shall provide written notice to CUSTOMER of any violation prior to termination or suspension of this AGREEMENT and CUSTOMER shall have thirty (30) days to cure such failure.
- 3.4 If Vendor is in default of its obligations under this Agreement and such default continues for thirty (30) days after written notice is given, Customer may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Agreement.
- 3.5 Notwithstanding (a) above, if the Vendor becomes insolvent, enters voluntary or involuntary bankruptcy, or takes any measures generally designed for the relief of debtors, then the Customer may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Attachment immediately without notice.
- 3.6 To the extent allowable under record retention policies and laws, upon any valid termination, cancellation, or expiration of this Agreement, each party shall promptly return to the other party all papers, materials, and properties of the other held by such party, and NEC shall refund Customer the unused portion of any prepaid service fees, less any other sums due and owing to NEC at the time of the refund.

4 Restrictions on use of SERVICES

CUSTOMER agrees not to (i) rent, lease, or loan the SERVICES or any part thereof, or provide or use the SERVICES on a third party's behalf; (ii) permit third parties to benefit from the use of the SERVICES; (iii) reverse engineer, decompile, or disassemble any software that provides the SERVICES, or otherwise attempt to derive the source code of such software; or (iv) download, export, or re-export any software or technical data received hereunder, regardless of the manner in which received, without all required United States and foreign government licenses.

5 CUSTOMER Cooperation

CUSTOMER agrees to provide all information, access and full good faith cooperation reasonably necessary for NEC to deliver and provide the SERVICES and agrees that NEC's delivery of the SERVICES depends upon CUSTOMER's timely cooperation and assistance as NEC may require. NEC shall bear no liability or otherwise be responsible for delays or failure in the provision of the SERVICES caused by CUSTOMER's failure to provide such information, cooperation, assistance or access.

6 LIABILITIES

- 6.1 NEC EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO CUSTOMER FOR THE SERVICES PROVIDED BY THIS AGREEMENT. WITHOUT LIMITATION TO AND NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN IS INTENDED TO DIMINISH OR LIMIT ANY THIRD PARTY WARRANTIES WHICH WILL PASS THROUGH NEC AND INURE TO THE BENEFIT OF CUSTOMER.
- 6.2 Limitation of Liability will be handled in accordance to Appendix A, Section 10.K. of DIR Contract No. DIR-TSO-2689.

7 Licensed Technology

CUSTOMER agrees to provide NEC and its subcontractor with access to any information, materials, and technology owned, licensed, or controlled by CUSTOMER that NEC or its subcontractor reasonably requires for the purpose of enabling NEC or its subcontractor to perform the SERVICES (the "Licensed Technology").

8 CUSTOMER acknowledges and agrees that:

- 8.1 Criminals, terrorists, or others may commit or attempt to commit unlawful, disruptive, violent, terrorist and/or warlike acts at times and places, and in manners, that cannot be predicted or prevented;
- 8.2 Information technology developments, configuration or implementation changes, software modifications (including routine maintenance, patches, enhancements and upgrades), human factors and other circumstances can create new, unknown and unpredictable security exposures;
- 8.3 Information technology "hackers" and other third parties continue to develop and employ increasingly sophisticated and powerful techniques and tools, which result in ever-growing security risks and potential for causing damage to persons and property;
- 8.4 NEC does not make any representation or warranty (a) that CUSTOMER's or any third party's information technology, software, information, equipment, facilities, or personnel are or will be, (i) secure or safe from harm or (ii) secure or safe from intrusion, disruption, interception, viruses, or other security exposures, or damage to persons or property caused by the preceding, or (b) that NEC will provide ongoing warnings regarding such exposures;
- 8.5 CUSTOMER is solely responsible for complying with the legal obligations of all local country data protection legislation, in particular with the legality of transmission of data to NEC or its subcontractor and the legal requirements for processing of data.

9 CUSTOMER Responsibilities

- 9.1 CUSTOMER is responsible for the physical security of the COVERED COMPONENTS.
- 9.2 CUSTOMER is responsible for ensuring proper environmental conditions for COVERED COMPONENTS as required by the manufacturer.
- 9.3 If CUSTOMER needs to send equipment to NEC, CUSTOMER agrees to ship such equipment via pre-paid freight. No Charge on Delivery (COD) of returned equipment will be accepted.
- 9.4 CUSTOMER agrees to provide SSL, VPN and/or IP connectivity between NEC and CUSTOMER site and COVERED COMPONENTS for SERVICES.
- 9.5 CUSTOMER is responsible for provisioning, maintaining and any cost related to the private connections required for service delivery (For example: Private T1, MPLS, and Frame Relay).
- 9.6 CUSTOMER is responsible for allowing access to all COVERED COMPONENTS as required by NEC and its subcontractor. Any access-control servers required to provision access will be provided by CUSTOMER.
- 9.7 CUSTOMER is responsible for the management, support and maintenance of any non-covered component.
- 9.8 CUSTOMER is responsible for providing and maintaining an escalation path among CUSTOMER personnel.
- 9.9 CUSTOMER is responsible for end-user training unless otherwise agreed to in writing.
- 9.10 CUSTOMER shall provide or make available to NEC, in advance and in writing, any CUSTOMER processes or policies with which NEC and its subcontractor are expected to comply in connection with this ATTACHMENT.

10 Force Majeure

Force Majeure will be handled in accordance to Appendix A, Section 11.C. of DIR Contract No. DIR-TSO-2689.

11 Assignment

Assignment will be handled in accordance to Appendix A, Section 4.D. of DIR Contract No. DIR-TSO-2689.

12 Governing Law

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Texas.

13 Non-Waiver

The waiver by either party of any default or any obligation will not operate as a waiver of any subsequent default or excuse any future obligation.

14 Entire Agreement

DIR Contract No. DIR-TSO-2689 and this Agreement, when executed by NEC and Customer, and approved by NEC, constitutes the entire agreement between NEC and Customer with regard to Customer's Service by NEC and supersedes any previous agreements on the matter. Any alterations or modifications to this Agreement must be in writing, and must be executed by DIR, NEC and the Customer. ANY ALTERATIONS OR MODIFICATIONS TO THIS AGREEMENT, UNLESS MADE IN ACCORDANCE WITH THE ABOVE, SHALL BE VOID AND OF NO EFFECT.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this AGREEMENT to be duly executed.

(CUSTOMER Company Name)

NEC Corporation of America

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ATTACHMENT 1:
Maintenance Support Services****1 Maintenance Support Service Options**

1.1 NEC shall provide the following Maintenance Support Services as indicated by the selected check-box next to the services descriptions below. The SERVICES purchased by CUSTOMER are listed in Appendix 1.

1.2 Services Descriptions:

 Certified Parts Replacement:

Certified Parts Replacement provides extended parts coverage for faulty or defective parts. If any covered part listed in Appendix 1 – Covered Components List and Pricing is found to be defective under normal usage, CUSTOMER will be entitled to a full replacement of the covered part. NEC shall, during the contract period, furnish all parts necessary to maintain the System in good working order. Any replacement parts may be either new or refurbished but equivalent to new in operation. Parts will be furnished on an exchange basis, and any parts removed shall become the property of NEC.

This Service does not provide coverage for labor unless Certified Onsite Repair or Certified On-Premise Services is also purchased. Any labor service not covered under DIR Contract No. DIR-TSO-2689, provided by NEC shall be invoiced at NEC's prevailing local labor rates at the time the service is performed, and onsite T&M hours require a one (1) hour minimum charge during normal business hours or a four (4) hour minimum charge after normal business hours per request, plus travel charges.

Labor for non-covered service calls will be chargeable to CUSTOMER in accordance with NEC's local prevailing hourly labor rates, and onsite T&M hours require a one (1) hour minimum charge during normal business hours or a four (4) hour minimum charge after normal business hours per request, plus travel charges. However, parts and other material costs will be covered even for after-hours service under this ATTACHMENT, unless excluded under Section 5 hereof, "Exclusions." After hours service calls are billed at one and one-half times the T&M rate, and services calls on NEC-observed holidays are billed at twice the T&M rate.

Certified Parts Replacement includes NEC's Advance Replacement Program: NEC will offer CUSTOMER parts replacement, subject to geographic availability. Destination country importation, Customer compliance with U.S. export controls and customs processes may condition delivery times. NEC will use commercially reasonable efforts to provide Advance Replacement service for COVERED COMPONENT as follows:

- 1) An Advance Replacement will ship the same day to arrive the next business day, provided both the CUSTOMER call to NEC for notification and NEC's diagnosis and determination of the failed COVERED COMPONENT has been made before 3:00 p.m., local time, Monday through Friday (excluding NEC-observed holidays). For requests after 3:00 p.m., local time, the Advance Replacement will ship the next business day. Next day delivery is subject to parts availability.
- 2) Advance Replacements will be shipped using NEC's preferred carrier, freight prepaid by NEC, excluding import duties, taxes and fees, where applicable.
- 3) CUSTOMER has thirty (30) days to return the failed COVERED COMPONENT to NEC. If CUSTOMER fails to return the failed COVERED COMPONENT to NEC within thirty (30) days, CUSTOMER will be billed for the replacement cost of the COVERED COMPONENT. CUSTOMER agrees to pay the replacement cost of the COVERED COMPONENT, plus any shipping charges, if Customer does not return the original part(s) within thirty (30) days.

Software Assurance:

Software Assurance is NEC's software subscription and support program that provides access to future software versions and scheduled upgrades. Both software upgrades and limited support is included.

With Software Assurance, CUSTOMER is entitled to bug fixes, service packs, and new major and minor version upgrades for COVERED COMPONENTS at no additional cost. CUSTOMER will be provided with access to NEC technical experts through NEC's Technical Support Center who can help ensure CUSTOMERS current software for COVERED COMPONENTS includes all the latest features and bug fixes. CUSTOMER will also be granted access to the Software Assurance collaboration site and technical knowledgebase.

NEC will make all software upgrades available, including any necessary licensing, from NEC's licensing server. However, NEC will be responsible for obtaining this for CUSTOMER when new software becomes available.

CUSTOMER is responsible for coordinating software upgrades from NEC as new software becomes available and is also responsible for any costs associated with installing patches, service packs, and/or new major and minor version upgrades. This Service does not provide coverage for any labor or materials.

 Certified Basic Remote Monitoring:

Certified Basic Remote Monitoring provides remote monitoring of NEC voice network components. NEC's fully automated monitoring system will immediately notify CUSTOMER of critical component alarms in order to help identify and isolate failures.

NEC will provide CUSTOMER with 24x7 remote monitoring of SNMP enabled voice components and critical voice network functions in order to identify component and voice related network issues. Basic Remote Monitoring service provides alarm notifications along with the following:

- *Event Monitoring:* Selected elements of COVERED COMPONENTS will be proactively monitored for system events 24 hours per day, 365 days per year. When an event is detected, notifications are provided according to the appropriate escalation procedures established with CUSTOMER.
- *Availability Monitoring:* Selected elements of COVERED COMPONENTS will be proactively monitored for availability 24 hours per day, 365 days per year. If applicable, availability indicators will be collected from COVERED COMPONENTS. When an incident is detected, notifications are provided according to the appropriate escalation procedures established with CUSTOMER.
- *Performance Monitoring:* Selected elements of COVERED COMPONENTS will be proactively monitored for performance 24 hours per day, 365 days per year. Performance indicators will be collected from COVERED COMPONENTS. When an incident is detected, notifications are provided according to the appropriate escalation procedures established with CUSTOMER.
- *Web Portal:* NEC will provide CUSTOMER with an online portal in which CUSTOMER may review incidents, metrics and certain reports for monitored or COVERED COMPONENTS.

Certified Basic Remote Monitoring provides CUSTOMER notification of detected component alarms. This service does not provide Incident Management of the detected component alarms. CUSTOMER is responsible for further troubleshooting detected component alarms unless Certified Advanced Monitoring is purchased. This Service does not provide coverage for any additional labor unless Certified Remote Support, Certified Onsite Repair or Certified On-Premise Services is purchased.

 Certified Advanced Remote Monitoring:

Certified Advanced Remote Monitoring includes all of the services provided with Certified Basic Remote Monitoring along with the following services:

- *Incident Management:* NEC will detect, isolate, and correct faults encountered in the COVERED COMPONENTS. Incident Management includes tracking and troubleshooting of incidents to resolution.

Event Monitoring PPM is 24x7 and Incident Management PPM is 9x5, unless Premium Service Level is selected in section 2, Maintenance Support Services Service Levels then Incident Management PPM is 24X7.

- *Performance and Availability Management:* In addition to monitoring key metrics related to availability and performance of COVERED COMPONENTS, NEC will make periodic recommendations regarding enhancement of CUSTOMER's environment based on the information gathered via monitoring.
- *Problem Management:* NEC will track incident trends to determine root causes of recurring events so that the underlying problem can be resolved.
- *Environmental Monitoring:* Monitoring of environmental conditions through contact sensors. NEC will monitor conditions such as temperature, water, humidity or any condition from devices that signal fault conditions using contact closures or a TTL logic signal. CUSTOMER is responsible for providing or purchasing from NEC, all contact sensors and contact closures.

Certified Advanced Remote Monitoring provides CUSTOMER notification of the detected component alarms and also provides Incident Management of the detected component alarms. NEC will be responsible for further troubleshooting and resolving the component alarms. This Service does not provide coverage for any additional labor unless Certified Remote Support, Certified Onsite Repair or Certified On-Premise Services is purchased.

Certified Remote Support

Certified Remote Support provides CUSTOMER with access to NEC's Technical Support Center and entitles CUSTOMER to technical phone support on hardware failures, configuration problems as well as connectivity and upgrade issues. In accordance with the provisions of this ATTACHMENT, NEC shall provide the CUSTOMER with following:

- 1) Assist CUSTOMER by telephone, facsimile, or electronic mail.
- 2) Provide access to NEC's Technical Support Center as determined by the service level option selected in Section 2 - Maintenance Support Services Service Levels.
- 3) Generate work-around solutions to reported Software problems using reasonable commercial efforts or implement a patch to the Software. For a Software patch, NEC will provide a Maintenance Release to the CUSTOMER for the Software experiencing the problem, as follows: (a) via download (as available), and/or (b) shipment of Software media via express transportation (freight and insurance charges included). Requests for alternate carriers will be at CUSTOMER's expense.

The requested service level option for Certified Remote Support is identified by the selection in section 2 - Maintenance Support Services Service Levels.

Certified Remote Support does not provide parts coverage for faulty or defective parts unless Certified Parts Replacement is also purchased.

Certified Remote Support does not provide labor coverage for onsite repair or onsite troubleshooting unless Certified Onsite Repair is also purchased.

Certified Onsite Repair

Certified Onsite Repair includes Certified Basic Remote Monitoring and Certified Remote Support Services, as well as provides labor coverage to dispatch a technician to CUSTOMER site for onsite repairs or to resolve service problems. Certified Onsite Repair also includes onsite preventative maintenance tasks and periodic testing of CUSTOMER communications system in order to ensure system reliability and stability.

NEC shall dispatch certified service personnel to CUSTOMER premises to perform necessary repairs, unless NEC is able to perform repairs from a remote location. NEC shall conduct remote diagnostic testing when applicable. Any service specifically requested by CUSTOMER outside Standard PPM is billable at the then prevailing After-hours or Holiday time and materials rates, respectively, according to holidays

observed by NEC. Onsite T&M hours require a one (1) hour minimum charge during normal business hours or a four (4) hour minimum charge after normal business hours per request, plus travel charges. After hours service calls are billed at one and one-half times the T&M rate, and services calls on NEC-observed holidays are billed at twice the T&M rate.

The requested service level option for Certified Onsite Repair is identified by the selection in section 2 - Maintenance Support Services Service Levels.

Certified Onsite Repair does not provide parts coverage for faulty or defective parts unless Certified Parts Replacement is also purchased.

Certified On-Premise Services

Certified On-Premise Services provides a dedicated NEC service technicians placed on CUSTOMERS premise to manage and maintain CUSTOMER's PBX platform and peripherals. NEC shall, during the contract period, furnish all labor necessary to maintain the COVERED COMPONENTS in good working order, or provide such other coverage as specified in this ATTACHMENT.

PPM is 9x5 (Monday through Friday, excluding NEC-observed holidays, from 8 AM to 5 PM CUSTOMER local time zone unless otherwise authorized by NEC management). Services include a maximum of forty (40) hours per week of onsite labor provided by an assigned service technician. The assigned service technician is to be allowed up to ten (10) sick days per annum without backfill, credit, or refund of any payments made. Repair services must be prioritized as primary responsibility. Any hours expended above and beyond forty (40) hours per week will be billed at prevailing hourly T&M rates. Hours not expended upon the expiration of this Attachment will not be carried over or credited.

The requested Service Level option is selected below:

Selected Service Level Option

- Emergency after-hours services included.
- After hours on call dedicated technician services included.

Certified On-Premise Services does not provide parts coverage for faulty or defective parts unless Certified Parts Replacement is also purchased.

2 Maintenance Support Services Service Levels

2.1 NEC shall provide the SERVICES as specified in Attachment 1 - Maintenance Support Services of this ATTACHMENT. Performance metrics associated with the SERVICES are specified below. The SERVICES and Service Levels described in this ATTACHMENT are applicable only to the applications and components listed in Appendix 1 - Covered Components List.

Standard Service Level:

PPM is 9x5 (Monday through Friday, excluding holidays observed by NEC, from 8 AM to 5 PM CUSTOMER local time zone). SLA is next business day following the request for routine maintenance service. However, NEC will exercise all commercially reasonable efforts to respond to incidents of Major System Failure within four (4) hours, as requested.

Premium Service Level:

PPM is 24x7 and SLA is four (4) hour response time to maintenance incidents of Major System Failure, and next business day response time to routine incidents as required.

3 Non-Covered Services

3.1 NEC will attempt to respond promptly to all requests for service. If service is required outside NEC's normal service hours, labor for such non-covered service calls will be chargeable to CUSTOMER in accordance with NEC's local prevailing hourly labor rates and onsite hours require a one (1) hour minimum charge during normal business hours or a four (4) hour minimum charge after normal business per request, plus travel charges. Any service specifically

requested by CUSTOMER outside standard PPM is billable at the then prevailing After-hours or Holiday time and materials rates, respectively, according to holidays observed by NEC, and on-site hours require a four (4)-hour minimum per request, plus travel charges. After hours service calls are billed at one and one-half times the T&M rate, and services calls on NEC-observed holidays are billed at twice the T&M rate.

4 Rework

For any rework or additional work that NEC is required to perform because of inaccurate information provided by CUSTOMER and/or CUSTOMER's failure to perform its responsibilities under this ATTACHMENT, NEC will invoice CUSTOMER on a time and materials basis and CUSTOMER agrees to pay such invoice.

5 EXCLUSIONS

- 5.1 This Attachment will not cover repair work in replacement of battery backup or expendable items such as headsets, paper, diskettes, and printer ribbons. This Attachment also will not cover service required when due to: (i) CUSTOMER's unauthorized maintenance or repair of the Equipment, (ii) CUSTOMER's unauthorized add, move, or changes to the Equipment, (iii) negligence, (iv) abuse, (v) connection to inappropriate power supplies, (vi) fire, flood, wind, lightning, or other similar acts of God, (vii) failure of CUSTOMER to maintain proper environmental conditions for the System (as stated in (b) below), (viii) improper wiring, installation, repair, or alteration of the Equipment by anyone other than NEC or its agents, (ix) software changes or attempted software changes in the System by persons not authorized by NEC, or (x) data base reprogramming required because of CUSTOMER error of any kind. If requested by CUSTOMER, repairs necessitated by any of the above excluded causes shall be performed by NEC at NEC's prevailing local rates for such services and/or materials.
- 5.2 The CUSTOMER is responsible for maintaining suitable environmental conditions for the System. Suitable conditions shall include, but are not limited to: the provision of proper electrical power, air conditioning, and humidity control, and other environmental requirements for the configured system, in accordance with the manufacturer specifications for the applicable System. The presence of asbestos, other hazardous materials or unsafe conditions ("Hazards") on the Premises shall be deemed an unsuitable environment for the System and NEC shall be entitled to cease performance under this Attachment until such Hazards have been cured to NEC's reasonable satisfaction.

6 ACCESS

- 6.1 CUSTOMER agrees to provide reasonable accessibility to the Premises as required for NEC personnel to perform services, and will make available to NEC a reasonable amount of secure space for storage of such maintenance parts as NEC deems reasonably necessary to affect repairs in accordance with this Attachment.

7 Travel & Expense Guidelines

- 7.1 NEC will pass through the pre-approved travel-related expenses that are reimbursable pursuant to the State of Texas Travel Management Guidelines as set forth by the Comptroller of Public Accounts. All requests for travel are subject to prior approval of the CUSTOMER's representative prior to the travel occurring. If required, NEC will provide the CUSTOMER with documentation of its travel-related expenses.

8 NOTICES

- 8.1 Notices will be handled in accordance to Appendix A, Section 12.A. of DIR Contract No. DIR-TSO-2689.

ATTACHMENT 2:

Service Activation Acceptance

For new or additional sites to be added for maintenance support, NEC or its subcontractor will submit this Service Activation Acceptance form to CUSTOMER for signature to indicate acceptance of the SERVICES. CUSTOMER will indicate its acceptance of the services or deliverables by signing the Service Activation Acceptance form within five (5) business days from the presentation of the completed service or deliverable. Services and deliverables will be deemed accepted if the assigned CUSTOMER representative fails to respond within this five (5) day period. If a service or deliverable is not accepted for any reason, CUSTOMER must provide written notification to NEC detailing how the service or deliverable fails to conform to the requirements of this ATTACHMENT. NEC will have four (4) business days after the receipt of such notice from CUSTOMER to correct any noted deficiencies, provided it is within the scope of work contemplated herein. Such time period to correct deficiencies may be extended by mutual consent.

No.	Implementation Task	Completed?
1	Complete and return Service-Activation Acceptance	<input type="radio"/>
2	Configure and test network connectivity	<input type="radio"/>
3	Configure SNMP for switches and routers covered by Maintenance Support Services	<input type="radio"/>
4	Install monitoring agents on eligible servers	<input type="radio"/>
5	Test automatic relay of measurements to NEC NOC	<input type="radio"/>
6	Test polling of SNMP measurement	<input type="radio"/>
7	Install end points to monitor voice quality at CUSTOMER's remote locations (not required for service activation)	<input type="radio"/>
8	Provide appropriate access to all network COVERED COMPONENTS	<input type="radio"/>
9	Contacts have been verified	<input type="radio"/>
10	Verified circuit ID information and associated physical address	<input type="radio"/>
11	Escalation has been verified as requested	<input type="radio"/>
12	COVERED COMPONENTS (network/server) count/information has been verified	<input type="radio"/>
13	Review web portal and reports with CUSTOMER	<input type="radio"/>

Acceptance acknowledged by duly authorized representative as of the date set forth below:

By: _____
Printed Name: _____
Title: _____
Signature Date: _____
Effective Date: _____

APPENDIX 1

Covered Components List and Pricing

Covered Components List

Covered Systems	Customer	QTY	EXTENDED PRICE/TERM
SITE			
	Ports		\$0.00
	Ea		\$0.00
TOTAL ANNUAL AMOUNT			\$0.00
QUARTERLY PAYMENT AMOUNT			\$0.00
TOTAL AMOUNT WITH QUARTERLY PAYMENTS			\$0.00

SERVICE FEES

Customer agrees to pay in accordance to Appendix C, Pricing Index of DIR Contract No. DIR-TSO-2689. Customer shall make payment of the fees in advance as selected below:

- Annually during the term of this Attachment
- Quarterly during the term of this Attachment

The fees under this Attachment do not include federal, state, or local taxes that may be applicable. Customer agrees to pay or provide NEC with appropriate tax exemption documentation.

If new or additional equipment is added to the System subsequent to the date of the initial term of this Attachment, a new service fee will be calculated, to reflect the increased scope of service.

APPENDIX 2**Acceptable Use Policy (AUP)**

The Acceptable Use Policy for the SERVICES (the "Policy" or "AUP") is designed to protect NEC and its subcontractors, their customers, and the Internet community in general from irresponsible or, in some cases, illegal activities. The Policy is a non-exclusive list of the actions prohibited by NEC. NEC reserves the right to modify the Policy at any time upon providing written notice to DIR.

Prohibited uses include:

- Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, and trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
- Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material ("e-mail spam"). This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, and political tracts. NEC services may not be used to solicit Subscribers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.
- Unauthorized use, or forging, of mail header information (e.g. "spoofing").
- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking").
- Obtaining or attempting to obtain service by any means or component with intent to avoid payment.
- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any NEC Subscribers or end-users by any means or component.
- Knowingly engage in any activities that will cause a denial-of-service (e.g., mail bombs) to any NEC Subscribers or end-users whether on the network or on another provider's network.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the Acceptable Use Policy of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of ping, flooding, mail-bombing, denial of service attacks, and piracy of software.
- Using NEC's or its subcontractors services to interfere with the use of the network by other Subscribers or authorized users.

Subscriber is responsible for the activities of its Subscriber base/representatives or end-users and, by accepting SERVICES from NEC or its subcontractors, is agreeing to ensure that its representatives or end-users abide by this Policy. Complaints about Subscribers/representatives or end-users of Subscriber will be forwarded to the NEC Subscriber's postmaster for action. If violations of the AUP occur, NEC reserves the right to terminate SERVICES with or take action to stop the offending Subscriber from violating the AUP as NEC deems appropriate, without notice. The then-current version of this AUP may be obtained, upon request, from NEC.

Report policy violations to: abuse@NECAM.com.