



## MANAGED, MAINTENANCE AND SUPPORT SERVICES

### TERMS OF SERVICE

#### **Maintenance Services:**

1. Pursuant to the Managed Services MSA, Blink Voice shall provide the Customer during the term of the MSA and with respect to the Equipment described in an Equipment Summary developed by Blink Voice and Customer, maintenance services summarized as follows:
  - Remedial maintenance services upon request by the Customer in order to restore malfunctioning operating component part and/or the equipment to proper working order.
  - Priority response to the Customer request for remedial maintenance and/or service work over other types of Blink Voice service arrangements.

Blink voice support will make contact within 72 hours. Includes remote technical support, troubleshooting, training, diagnostics, software updates & minor remote programming changes (adjustments to programming such as, extension changing, directory updates, call routes, ivr updates, voicemail updates, pre-recorded Music on Hold updates). Charges may apply for M.A.C (defined below). Support tickets must be submitted before 2PM EST M-F for same day response. Weekends, clients will receive same day response for emergencies only.
2. Blink Voice remedial response objectives are as follows:
  - With the respect to major malfunction of the equipment (defined as no incoming or outgoing telephone service, no station-to-station service, or voice mail equipment failure effecting the majority of Company functions), Blink Voice policy is to respond to the Customers within two (2) hours from the time Blink Voice s first receives the Customers' request for Remedial Maintenance and will complete such repairs as soon as reasonably practicable.
  - With respect to Minor Malfunction (any malfunction other than major malfunction) of the equipment, Blink Voice policy is to respond to the Customer between the hours of 0900 and 1400, Monday through Friday, excluding holidays within twenty-four (24) hours from the time Blink Voice first receives the Customers request for Remedial Maintenance and will complete such repairs as soon as reasonably possible.
3. Blink Voice responsibility with respect to the Maintenance Services shall be limited to the Customers side of the interconnect devices connecting the Equipment to the telephone system operated by the local telephone utility, or if no such interconnect devices exist, to the Customer's side of the point of connection between the Equipment and said local telephone system or equipment working in tandem with telecom equipment.
4. The Customer shall allow employees of Blink Voice free access to the network, premises and facilities where the Equipment is to be maintained at all hours consistent with the requirements of this MSA.
5. In the event there is any maintenance or service work performed on the Equipment by third parties during the period of this agreement without written consent of Blink Voice, any issues, corrections and/or repairs that need to be made as a result of said third parties' maintenance or service work, these items will be billed separately to the Customer and are not covered under this maintenance contract.
6. Maintenance does not include any services necessitated by, or of the type described in any of the following:
  - Labor and material costs of additions, changes and relocation; specification or engineering changes.
  - Labor and material cost for replacement of those component parts subject to normal wear and tear as a result of uses which do not affect the operational condition of the equipment.

- Negligent, willful or intentional acts of Customer.
- Wiring or cabling.
- An act or event occurring external to the Equipment which causes, either directly or indirectly, a failure or malfunction in the Equipment, including without limitations, failures or malfunctions of the trunk or toll lines, cable or other equipment connecting the Equipment to the telecommunications system of the operations telephone utility or abnormal power fluctuations or failures which adversely affect the Equipment;
- Repair or maintenance or increase in normal service time resulting from Customer's failure to provide a suitable Equipment environment as required in the Equipment specification or any other failure of the Customer to fully perform its responsibilities under the MSA;

7. **Discount-** Customers on a maintenance contract may receive a discount for remote and on site M.A.C up to a 10% discount. This may include Add-ons, wiring, repairs, replacements, music on hold recordings, auto attendant recordings, custom voicemail programming add-ons or changes etc.

**Full Remote Support:** Priority Remote support covering faulty or damaged equipment, troubleshooting issues, remote maintenance and repair, & minor programming changes.

**Full Remote Support Covers:**

- Damaged equipment/warranty (manufacturer warranty)
- Troubleshooting Remote support
- remote support resolution
- **Minor Programming;** includes small changes to existing programming or configuration of the phone system. Adding extensions, changing auto attendant, A.I (artificial intelligence) music/message on hold & auto attendants. Uploading Directories, adding Pre-Recorded Messages or Recordings all fall under minor programming changes.

**Managed Services:**

- Includes troubleshooting of phone system and service provider issues alike. Blink Voice will become the main point of contact for all telecommunications issues such as Account Inquiries, Voice Lines Management, Porting, Troubleshooting and consulting with client's provided IT companies. All service provider billing inquiries can take up to 48 hours for a response. (Depending on the service provider). The client is responsible to grant Blink Voice access to their account and make a Blink Voice service provider representative and authorized user on the account with the service providers to allow Blink Voice to engage the provider on the clients behalf.
- **Service Provider Support:** Blink voice will represent the client while handling all issues service and billing related about the service provider for internet and/or voice services. Blink Voice will work with 3rd party companies such as service providers and IT companies.

**On-site support:**

- Is billed on a per incident basis and separate from a maintenance contract. Hours are 9am-5pm and can be scheduled up to 3-4 business days out. On-site technician labor fees and travel fees, parts replacement, installation and programming may apply. Charges may apply for M.A.C. If you have questions about whether your support issue is covered under maintenance, requires on-site support, or is considered a M.A.C, please call our customer service department at 1-877-891-2332. Support tickets must be submitted before 2pm EST for same day response.
- *\$150 Per hour with a 2-hour minimum plus tax plus a \$75 travel fee will also be applied.*

## **Exclusions:**

### **Maintenance Does Not Cover:**

#### **Moves, Adds or changes (defined below)**

(M.A.C.) for equipment or software, complete system reprogramming, external networking, computers, internet maintenance, wiring/cablings, third party technician work such as IT or 3rd party networking equipment (modems, routers, firewalls, switches, servers).

**Moves:** Physically moving or relocating equipment, phones system, wiring or hardware.

**Adds:** Additions to the phone system such as equipment, new programming, features and/or wiring.

**Changes:** Major Changes to the phone system programming or overall function.

**Major Programming:** Includes billable changes such as complete reconstruction of IVR / Auto Attendant / Call Tree. Adding new and extensive programming to the phone system. Provisioning new phones, creating all new extensions, new professional recordings for IVR or Music on Hold, creating new IVRs.

Charges will be billed for remote support at \$40 per 15 minutes plus tax. Onsite support will be billed \$150 per hour (2hr. min.) plus a \$75 trip charge. Client may also be billed for additional materials as needed.

#### **Damaged equipment:**

Any hardware that is not in working or usable condition. Wiring and cabling are **NOT** included under the definition of damaged equipment.

## **Equipment/Parts Warranties:**

**Five Year Parts Warranty:** For Customers who elect for a parts warranty with a maintenance agreement, Blink Voice personnel have determined a piece of equipment is faulty without any physical damage; an advance replacement will be shipped at no additional cost within 1 year from purchase. Any material with physical damage from the day of purchase can be subject to a repair fee of \$150.00 for the equipment. A return authorization form will be faxed or emailed to the client for whom the client will sign and fax back. The RMA form states that the Customer must return the non-working equipment within 15 days, or the price of the replacement equipment will be charged to the client, added to Customers lease or charged to the Customer credit card. Once the return authorization form is received, Blink Voice will ship the equipment from our warehouse. After 1 year Blink Voice warranty will expire as well as the manufacture warranty. Any damage or faulty phone, the client may be subject to pay full price or a discount for a replacement.

**Five Year Parts and Labor Warranty:** For Customers who elect for a five-year part and labor warranty with a maintenance agreement, all terms and conditions of the five-year parts only warranty will be in effect with the addition of the labor for Blink Voice to come on-site to install equipment or software that needs to be installed. There will be no charge for this service. Blink Voice personnel have determined a piece of equipment is faulty without any physical damage within the 1<sup>st</sup> year, a replacement will be sent. Any material with physical damage can be subject to a repair fee for the equipment. If the faulty equipment is a phone or other part that can be "self-installed" or "plug and play" Blink Voice will not dispatch an installer and will instead ship the part and if necessary, walk the Customer through the process over the phone.

## **Blink Voice Service Levels:**

**Reporting/Trouble Ticket:** All clients can call our toll-free number 1-877-891-2332 and receive direct from the hours M-F 9am-5pm. We have a team that will answer the phones, 24 hours a day, seven days a week. Most programming changes and service problems can be handled and diagnosed remotely before determining an onsite visit. Blink Voice will do their best making the process faster and more efficient than scheduling an appointment for a technician to come on site. Most systems we install are set up with remote access (unless Customer does not allow access) so most changes and issues that come up, Blink Voice can handle in house. In cases where remote access is denied by the end user, or Customer does not have a maintenance agreement, standard labor rates apply as described in the services rates portion of this agreement.

**Full or partial Service Outage:** Once a technician has determined the nature of the problem, he or she will first try to correct the trouble remotely by accessing your system configuration. If the problem cannot be fixed remotely, a service call will be scheduled. If the phone system is in failure causing a severe disruption in business, the guaranteed response time for a tech to arrive on site is 4 hours from determination of the issue, unless equipment is required which in some cases may delay the response time. If the problem is a minor system issue, (less than 25% of the phones are not operational or for programming changes/problems that cannot be resolved remotely for any reason that is not impeding on the Customers' ability to run their business) a 48-hour response time will be guaranteed. Note that even for "minor" issues we strive to respond immediately to all requests.

**Customer Responsibilities:**

Customer agrees to provide the proper environment, electrical and telecommunications connections and give access to the workspace during and after regular business hours. You, as the the end user, are fully responsible for providing all other vendor support (not including phone system equipment or service provider port provisioning) before, during or after installation. If you are purchasing SIP lines, connecting multiple sites through a VPN tunnel or would like to buy additional IT equipment Blink Voice can provide those services. If the Customer does not have an IT company managing their network Blink Voice Can provide partner services to tend to your business needs.

**Administrative Access and Control:**

For any Equipment, server, system, or service in which Blink Voice is responsible for managed service support, Blink Voice staff will require administrative access. It is the Clients responsibility to communicate with their IT vendor and all Blink Voice to have permission to make changes as needed with the assistance of the IT Vendor.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Blink Voice Signature: \_\_\_\_\_ Date: \_\_\_\_\_