

Intrado Order for Enterprise 911 Products and Services

1. Information

Customer Name	Snohomish County, Washington
Order Effective Date	February 1, 2022
Initial Term	February 1, 2022 to January 31, 2024
Renewal Terms	Snohomish County reserves the right to extend the term for up to two, two-year terms with written notice to Intrado.
Governing Agreement	General Terms for Enterprise 911 (attached as <u>Exhibit A</u> and by this reference incorporated herein)
Products and Services Description and Terms	USA Service Guide Version 2021.01.27; and Service Guide for Technical Support, License, Maintenance, and Implementation Services Version 2021-01.28 attached herein as <u>Exhibit C</u> .
Quote Number	QUO - ERS-00500 (attached as <u>Exhibit B</u>)

2. Products and Services Description

Intrado Life & Safety, Inc. (“Intrado” or the “Contractor”) will provide the products (“Products”) and services (“Services”) as listed in the attached Quote to Snohomish County, a political subdivision of the State of Washington (the “County” or “Customer”). The Products and Services are described in the corresponding Service Guides, Data Sheets, and Support Terms attached herein. The prices in the Quote referenced above will apply to such Products and Services. Customer will fulfill its responsibilities stated in the Service Guides, Data Sheets, and this order (“Order”).

For Equipment and Software purchases, Customer must purchase Maintenance and Support Services to receive any support services. For all other Services, Intrado will provide basic Technical Support Services. All of these are described in the applicable Service Guide located at the website identified above.

3. Additional Terms

3.1. Out of Scope Services

Customer requests for services outside of the Service Guide(s) or this Order will require a separate change order executed by the parties.

3.2. Limited Exclusivity

Customer grants Intrado the exclusive right to provide Services or similar services to Customer. Nothing herein will prohibit Intrado from providing services similar or identical to Services provided to Customer hereunder to any other entity or person, whether or not such services are utilized for emergency purposes; provided, however, that Intrado does not use Confidential Information of Customer to do so. During the term, Customer will not compete with Intrado in the marketing or sales of services similar or identical to Services provided hereunder.

4. Entire Agreement

This Order is made under the Governing Agreement first referenced above. This Order, its Appendices, and referenced Service Guide(s), along with the Governing Agreement, constitute the parties' entire agreement and supersede any prior written or oral agreements related to its subject matter. The order of precedence for any conflicts is: (i) this Order; (ii) Quote; (iii) the Service Guide(s); and (iv) the Governing Agreement. This Order may be executed in counterparts, by facsimile, or electronically, and is not enforceable unless executed by both parties.

SNOHOMISH COUNTY, WASHINGTON

INTRADO LIFE & SAFETY, INC.

Authorized Signature

Beth A Meek

Authorized Signature

Name Typed or Printed

Beth A Meek

Name Typed or Printed

Title

Date signed

SVP

Dec 2, 2021

Title

Date signed

COUNCIL USE ONLY

Approved 1/12/2022

ECAF # 2021-0995

MOT/ORD Motion 21-458

Exhibit A: General Terms for Enterprise 911

These General Terms for Enterprise 911 (“Terms”) apply to sales made by Intrado Life & Safety, Inc. (if in the United States) or Intrado Life & Safety Canada, Inc. (if not in the United States) (as applicable, “Intrado”) to the customer issuing a purchase order to Intrado or a Intrado authorized reseller (“Customer”), as of the date of such purchase order (“Effective Date”). These Terms consist of these terms and conditions, any quotes from Intrado to Customer on which a purchase order is based (each, an “Order”), and any other terms and conditions referenced in the Order describing the Intrado services (“Services”), software object code, and accompanying documentation (“Software”) and/or hardware or other equipment (“Appliances”) that Intrado agrees to provide to Customer. “Affiliate” has the meaning in Rule 405 of the U.S. Securities Act of 1933, as amended. Notwithstanding the foregoing, in no event shall any company or entity owned or controlled by Apollo Global Management, LLC, other than Intrado Corporation and its subsidiaries, be deemed a Intrado “Affiliate” for purposes of these Terms. Services, Software, and Appliances may collectively be referred to as the “Products.”

1. Payment

1.1. Invoices

Customer will pay the fees described in Exhibit B. Invoices may be transmitted electronically and are payable via electronic funds (ACH, EFT or wire transfer) within 30 days of invoice date, without setoff or deduction. Intrado will apply payments to the oldest outstanding invoice.

1.2. Taxes

Customer will bear all taxes, duties, and other government charges relating to Services (including interest and penalties), except taxes based on Intrado’s income. Any tax exemption must be supported by appropriate documentation.

1.3. Late Payments

Invoices not paid when due will bear interest from the due date at the lower of two percent per month or the highest allowable rate. Customer will pay all reasonable costs of collection (including attorney fees). Intrado may change payment terms or require a deposit upon an adverse change in Customer’s financial condition or payment record.

1.4. Disputed Invoices

Customer must notify Intrado within 30 days of any disputed invoice, specifying the nature of the dispute. The parties will try in good faith to resolve any disputed invoices within 30 days of such notice.

2. Confidentiality

Each party may disclose (“Discloser”) confidential and proprietary information (“Confidential Information”) to the other (“Recipient”). Confidential Information includes information that by its nature

or context a reasonable businessperson would treat as proprietary, confidential, or private. Confidential Information includes, but is not limited to a party’s financial, business, technical, marketing, sales, customer, product, pricing, strategy, personnel, software, systems, methods, processes, practices, intellectual property, trade secrets, software, data, or other business information. Recipient will hold such Confidential Information in confidence and will protect such information by all reasonable and necessary security measures. Subject to Section 10.12 of this Agreement, Confidential Information will not be disclosed except to a party’s employees or agents who have a need to know such Confidential Information to perform such party’s obligations under these Terms. Customer agrees that Intrado may (i) use Confidential Information in connection with delivery of Services, and (ii) disclose Confidential Information to public safety personnel and appropriate government agencies as reasonably necessary to deliver emergency calls, data, and other services and to comply with applicable laws, rules, and regulations. Recipient will not have any rights in Discloser’s Confidential Information and will return all such Confidential Information upon the earlier of: (i) termination of these Terms, or (ii) written request of the Discloser. Confidential Information will not include information that: (a) was or becomes generally available to the public through no breach of these Terms; (b) was previously known by Recipient or is disclosed to Recipient by a third party without any obligation of confidentiality; (c) is independently developed by Recipient without the use of Discloser’s Confidential Information, or (d) is required to be disclosed pursuant to a court order, subpoena, or applicable law. Intrado shall promptly give written notice to the Customer of any proceeding seeking disclosure of such information.

3. Appliance and Software Terms

3.1. Application

This Section 3 applies *only* if Customer has purchased hardware or software (i.e. with product codes beginning with “HW” or “SW” in the quote), and will also apply where a Customer has purchased hardware or software through a Intrado-authorized reseller.

3.2. License

License terms are included in the Technical Support, License, Maintenance, and Implementation Service Guide Version 2021.01.28 attached as Exhibit C and by this reference incorporated herein.

3.3. Delivery

Software, including virtual appliances, will be made available to Customer for download at an accessible website or private FTP site. If Equipment is being delivered, it will be shipped FOB point of origin.

3.4. Configuration and Monitoring

Customer is responsible for properly configuring Software and will monitor the configuration, operation, and performance of Software. Intrado can assist Customer with the configuration as part of implementation services.

3.5. Product Warranty

Intrado warrants that for a period of 90 days after delivery, Products, as originally delivered, when used in accordance with the documentation, will operate substantially in accordance with applicable specifications and functional descriptions set forth in the documentation.

The foregoing warranty will not apply if adjustment, repair or parts replacement is required because of (i) accident, neglect, misuse, failure of electric power, failure of Customer to provide appropriate environmental conditions, or causes other than ordinary use; (ii) Customer repairs or alterations, or attempted repairs or alterations, of any Product, where such activity is not authorized by Intrado; (iii) Customer supplied software or the addition of non-Intrado product or interfacing; or (iv) disaster, including but not limited to fire, smoke, water, wind, earthquake, or lightning.

EXCEPT AS STATED IN THIS SECTION, INTRADO DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, DATA ACCURACY, CONDITION OF DATA, OR LOSS OF DATA, NETWORK CONNECTIVITY, INTEROPERABILITY, OR THAT PRODUCTS OR RELATED SYSTEMS WILL BE UNINTERRUPTED OR ERROR-FREE.

4. Customer Materials

Customer will provide information reasonably requested by Intrado to perform Services, including as applicable: telecommunication specifications; Customer or third party telephone numbers and location information; and network architectures and diagrams (“Customer Materials”). Customer warrants that (a) Customer is solely responsible for the content and rights to Customer Materials; (b) Customer Materials will be accurate; and (c) Intrado’s use of Customer Materials will not violate the rights of any third party.

5. Limitation of Liability

5.1. Limitation

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA, OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF INTRADO FOR ANY REASON WILL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER UNDER THE RELEVANT ORDER IN THE SIX MONTHS PRIOR TO THE CLAIM. THESE LIMITS ON LIABILITY APPLY WHETHER THE CLAIM ARISES OUT OF BREACH OF WARRANTY, CONTRACT, TORT, OR STRICT LIABILITY, AND EVEN IF THE DAMAGES ARE POSSIBLE OR FORESEEABLE.

5.2. Time Limit

ANY SUIT MUST BE FILED WITHIN THE APPLICABLE STATUTE OF LIMITATIONS.

6. Hold Harmless

The Contractor shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of any party, including any of its employees, arising out of the performance of this Agreement, except

that caused by negligence and/or willful misconduct solely of Snohomish County and its employees acting within the scope of their employment. The Contractor shall hold harmless from and indemnify Snohomish County against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the performance of this Agreement or any act, error or omission of the Contractor, Contractor's employees, agents or subcontractors, whether by negligence or otherwise.

With respect to the Contractor's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the County, the Contractor further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by the Contractor's employees caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. This waiver is mutually negotiated by the parties.

The Contractor's obligation shall include, but not be limited to investigating, adjusting, and defending all claims alleging loss from action, error or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

7. Termination

7.1. Breach

If Intrado breaches any of its obligations hereunder, and fails to cure the same within thirty (30) days of written notice to do so by the Customer, the Customer may terminate the Agreement, in which case the Customer shall pay Intrado only for the services and corresponding reimbursable expenses, if any, accepted by the Customer.

7.2. Customer's Termination

The Customer may terminate this Agreement upon thirty (30) days written notice to Intrado for any reason other than breach, in which case payment shall be made for the services and corresponding reimbursable expenses, if any, reasonably and

directly incurred by Intrado in performing the Agreement prior to receipt of the termination notice.

7.3. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Agreement or in any amendment hereto, the Customer may, upon written notice to the Intrado, terminate this Agreement in whole or in part. Funding under this Agreement beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

8. Intellectual Property

Intrado retains full and exclusive ownership of and all rights in, to and under its trademarks, service marks, tradenames and logos, and any design, data, specification, know-how, software, device, technique, algorithm, method, discovery or invention, whether or not reduced to practice, relating to Services and any development, enhancement, improvement or derivative works of Services except for Customer Materials (collectively, including all intellectual property rights, "Intrado IP"). Intrado grants Customer a non-exclusive, non-transferable license during the term to use Intrado IP only to the extent required to utilize Services, subject to these Terms. Customer receives no other right, title, or interest in, to, or under Intrado IP. Intrado IP is Intrado's Confidential Information. Customer will cooperate to take such actions reasonably requested to vest ownership of Intrado IP in Intrado.

9. Insurance

Each party will maintain: (a) Workers' Compensation insurance required by law; (b) employer's liability insurance with limits of at least \$500,000 for each claim; (c) comprehensive automobile liability insurance if the use of motor vehicles is required, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each claim; (d) Commercial General Liability insurance, including Blanket Contractual Liability and Broad Form

Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each claim; (e) Professional Liability or Errors and Omissions insurance of at least \$1,000,000 for each claim; and (f) excess or umbrella liability at a limit of at least \$5,000,000 per claim. The CGL, excess or umbrella liability and automobile liability policies will designate the other as an Additional Insured. On request, Intrado will furnish certificates evidencing the foregoing insurance. Each party will strive to notify the other at least 30 days before any cancellation or termination of its policy.

10. Miscellaneous

10.1. Governmental Agencies

Use of Intrado Services or products by the United States Government or other governmental agencies will be as “restricted computer software” or “limited rights data” as set forth in 48 CFR 52.227-14, or as “commercial computer software” or “commercial computer software documentation” under DFARS 252.227-7202, or under such other similar applicable terms and conditions to prevent the transfer of rights in and to the technology to the government or such agency other than under normal commercial licensing terms and conditions. Contractor/manufacturer is Intrado Corporation or its affiliates, 11808 Miracle Hills Dr., Omaha NE 68154.

10.2. Force Majeure

Neither party is liable for delays or defaults in its performance hereunder (except for its payment obligations) due to causes beyond its reasonable control, including: acts of God or government; war, terrorism, fire, or explosion; flood; extreme weather; epidemic; riots; embargoes; viruses; technology attacks; labor disturbances; failure or unavailability of the Internet, telecommunications, transportation, utilities, or suppliers.

10.3. Independent Contractors, Beneficiaries

Intrado agrees that Intrado will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the Customer. The parties agree that Intrado is not entitled to any benefits or rights enjoyed by employees of the Customer. Intrado specifically has the right to direct and control Intrado’s own activities in providing the agreed services in

accordance with the specifications set out in this Agreement. The Customer shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

10.4. Interpretation, Conflict, Severability

“Including” means including, without limitation. “Days” means calendar days. If any terms of these Terms and an Order conflict, the Order will govern for that Order only. No preprinted purchase order or other form terms will apply. Any provision held unenforceable by a court will be enforced to the fullest extent permitted by law and will not affect the other provisions. No course of dealing or failure to exercise any right or obligation is an amendment or waiver. These Terms may be modified or amended only in a writing signed by the parties. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of the Agreement shall remain in full force and effect.

10.5. Assignment

These Terms will be binding on the permitted successors and assigns. Neither party may transfer or assign these Terms without the prior written consent of the other, not to be unreasonably withheld, except that Intrado may assign these Terms to an Affiliate or to an acquirer of all or part of its business or assets without consent.

10.6. Applicable Law and Remedies

If Customer is a Canadian-based customer, these Terms are governed by Ontario law, without regard to choice of law principles, and each party consents to personal jurisdiction and exclusive venue in the courts in Toronto. If Customer is a U.S.-based customer, these Terms are governed by Colorado law, without regard to choice of law principles, and each party consents to personal jurisdiction and exclusive venue in the courts in Denver or Boulder, Colorado, and waives all rights to a jury trial. Notwithstanding the foregoing, if Customer is a governmental entity, including a public university, applicable law, and venue will be of the State and in the State Courts where Customer is located. Injunctive relief will apply to any breach of Sections 2 or 8 above. All rights and remedies are in addition to any other rights or remedies at law or in equity, unless designated as an exclusive remedy in these Terms.

10.7. Compliance with Laws

Each party has or will timely obtain all consents, licenses, permits, and certificates required to perform under these Terms. Each party will comply with laws, rules, regulations, and court orders applicable to it or Services. Intrado may cease or modify Services or these Terms as reasonably required to comply with changes in law. Customer recognizes and agrees to comply with Intrado's Code of Ethical Business Conduct located at www.Intrado.com/legal-privacy/code-of-ethics/.

10.8. Advertising and Publicity

Neither party will use the other party's name or marks in any press release, advertisement, promotion, speech, or publicity, without the other party's prior written consent.

10.9. Affiliates, Changes

Services may be provided, in whole or part, by Intrado or its Affiliates. Intrado Safety Communications Inc. may provide regulated portions of Services. Intrado may modify or improve Services during the term.

10.10. Notices, Entire Agreement, Survival

All notices must be in writing and delivered to Customer's billing address or Intrado at 1601 Dry Creek Dr., Longmont, CO 80503, Attn: Legal Department. Notices are effective on receipt when sent by certified or registered U.S. Mail, charges prepaid, return receipt requested or when delivered by hand, overnight courier or fax with confirmed receipt. These Terms constitute the entire agreement and supersedes any prior written or oral agreements or understandings related to its subject matter. Sections titled Invoice and Payment, Confidentiality, Limited Warranty, Limitation of Liability, Indemnification, Intellectual Property, and Miscellaneous will survive termination of these Terms.

10.11. Public Records Act

The Agreement and all public records associated with the Agreement shall be available from the Customer for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Intrado are needed for the Customer to respond to a request under the Act, as determined by the Customer, Intrado agrees to make them promptly available to the Customer. If Intrado considers any portion of any record provided to the Customer under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, Intrado shall clearly identify any specific information that it claims to be confidential or proprietary. If the Customer receives a request under the Act to inspect or copy the information so identified by Intrado and the Customer determines that release of the information is required by the Act or otherwise appropriate, the Customer's sole obligations shall be to notify Intrado (a) of the request and (b) of the date that such information will be released to the requester unless the Intrado obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If Intrado fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The Customer has, and by this section assumes, no obligation on behalf of Intrado to claim any exemption from disclosure under the Act. The Customer shall not be liable to Intrado for releasing records not clearly identified by Intrado as confidential or proprietary. The Customer shall not be liable to Intrado for any records that the Customer releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

Exhibit B
Quote – 00500
-See Attached-



Intrado Life & Safety, Inc.

1601 Dry Creek Drive
Longmont, CO 80503

PREPARED FOR:
Snohomish County
Dee White
Contracts Specialist
D.White@snoco.org

PREPARED BY:
Mariana Ikeda
Program Manager
mikeda@intrado.com

DETAILS:
Quote Number: ERS-00500-A
Created: November 11, 2021
Currency: USD

Coverage period: February 1, 2022 through January 31, 2024

Emergency Routing Services

The ERS is a hosted service that provides organizations with E911 connectivity to Public Safety Answering Points (PSAPs) across the US and Canada. Using a single SIP connection, 911 calls are routed to the ERS from the customer’s system(s), which then delivers the call and precise location information to the appropriate PSAP. The ERS is a fully managed service, eliminating the need to purchase PS-ALI accounts and additional local trunks.

Service Description	Price per month	
Enterprise 911 Service Minimum MRC Fee Item Code: EN911-MMRCEU	\$1,900.00	
ERS Enterprise Endpoints Item Code: EN911-EPOMRC Either the total endpoint count fee is charged, or the monthly minimum, whichever is the greater.	Monthly billable endpoints	
	0 - 1,000	\$0.90
	1,001 - 2,500	\$0.60
	2,501 - 5,000	\$0.35
	5,001 +	\$0.25
911 Response Center Call Fees Item Code: RE911-UNPRRC This charge only applies to calls handled by the Emergency Call Response Center (ECRC) for endpoints that are not provisioned or in failure scenarios.	Price per call	
	\$75.00	



Intrado Life & Safety, Inc.

1601 Dry Creek Drive
Longmont, CO 80503

Pricing Notes

- Terms: Net 30 - Payment 30 days after invoice date
- Recurring fees are not prorated for the first or last month
- All prices are in USD unless otherwise stated in this Quote
- No pro-rata billing will apply to Endpoints added or deleted in the current month
- All payments are nonrefundable
- Minimum recurring fees, if applicable, will begin the earlier of the date the services are made available or six months after receipt of Customer's order

Payment Schedule and Terms (As Applicable)		
Payment	Milestone	Invoice Frequency
Appliances and Hardware	On Order	One time - on order
Software Licenses	On Order	One time - on order
ERS One-Time Fees	On Order	One time - on order
ERS Recurring Fees	On activation of live service	Monthly (last day of the calendar month)
ERS Usage Fees	On activation of live service	Monthly (last day of the calendar month)
ERS Connectivity Options	On activation of live service	Monthly (last day of the calendar month)
Professional Services	On Order	One time - on order
Support and Maintenance	On each anniversary of the shipping date	Annual - 60 days prior to service expiry
PSAP Link Service Packages and Fees	On Order	One time - on order

How to Purchase

To purchase the products and services in this Quote, send us a purchase order referencing this quote number above.

Please issue "Purchase Orders" in the name of:

Intrado Life & Safety, Inc.

11808 Miracle Hills Drive
Omaha, NE 68154-4403
Phone: 877-262-3775

Purchase Order & Billing Contact: safetysvcs_billing@intrado.com

There is no long-term commitment. Unless otherwise agreed by the parties in writing, all services are provided on a month-to-month basis, and may be terminated by either party on 30 days' written notice.

Product and service descriptions and terms and conditions can be found at <https://www.intrado.com/en/legal-privacy/terms-conditions>.

Those descriptions and terms will apply to this quote and your purchase order unless the parties have entered into a separate written agreement. Your purchase order will constitute acceptance of such descriptions and terms, and no additional or conflicting terms in your purchase order will apply.

Exhibit C

USA Service Guide v.2021.01.27; Service Guide for Technical Support, License, Maintenance, and Implementation Services v. 2021.01.28

-See Attached-



ERS USA Service Guide

Version 2021.01.27

Contents

1. Introduction.....	1
2. Services Features	1
2.1. Emergency Call Flow	1
2.2. Services Components	1
2.3. Services Specifications	2
2.4. Maintenance and Support	3
2.5. Other	3
2.6. ECRC	4
3. Customer Responsibilities.....	4
4. Intrado Responsibilities	5
5. Services Limitations and Disclaimers	5
5.1. Suspension of Services.....	5
5.2. Audit Right.....	6
5.3. Other Limitations	6
6. Glossary	6

1. Introduction

This Service Guide describes Intrado’s Emergency Routing Service (“ERS”) USA services (“Services”). Services provide organizations with Emergency Call routing to over 5,500 PSAPs across the 50 United States and Puerto Rico, using a single session initiation protocol (“SIP”) or Public Switched Telephone Network (“PSTN”) connection. The definitions in Section 6 below will apply to this Service Guide.

2. Services Features

2.1. Emergency Call Flow

Figure 1 illustrates how Services route an Emergency Call, assuming that Customer has provided valid Subscriber data beforehand, Intrado Emergency Call termination components will use NENA standard interfaces where applicable (NENA i1, i2).

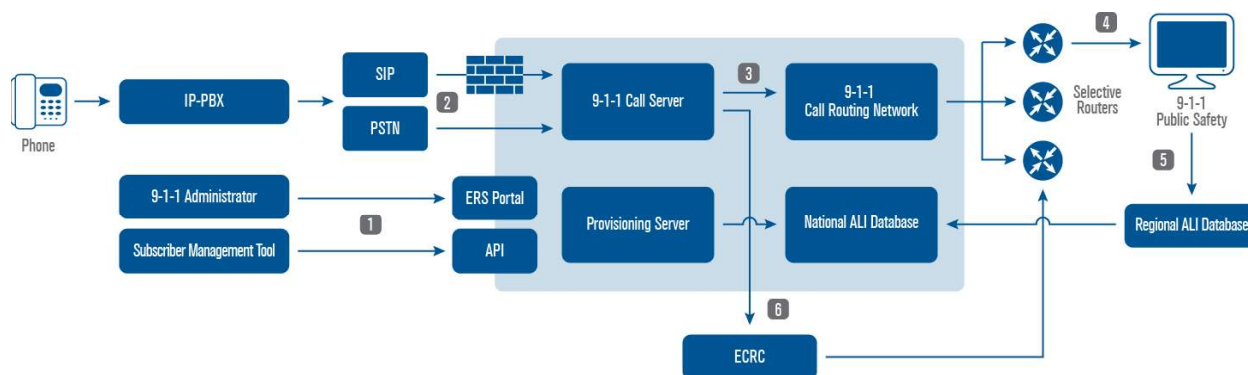


Figure 1

1. Customer validates location records in the ERS Provisioning Server using the ERS Portal or ERS API. These records are then stored in the National ALI Database.
2. A User makes an Emergency Call. The Emergency Call is routed from the enterprise’s IP-PBX or UC system via SIP or PSTN to the 9-1-1 Call Server.
3. The 9-1-1 Call Server retrieves the location of the User from the National ALI Database or from the incoming call’s SIP Invite and routes the Emergency Call to the 9-1-1 Call Routing Network.
4. The 9-1-1 Call Routing Network directs the Emergency Call to the appropriate selective router, which then delivers the Emergency Call to the local PSAP including the User’s phone number.
5. The PSAP retrieves User’s location record from the National ALI Database using a connection through the Regional ALI Database.
6. In a failover/unprovisioned Emergency Call scenario, the 9-1-1 Call Server directs the Emergency Call to the ECRC for User location verification and routing. In a SIP connectivity failure scenario, the Emergency Call is routed directly to the ECRC via PSTN by Customer.

2.2. Services Components

Table 1

Component	Description
ERS Portal	The ERS Portal is a web-based dashboard with administrator access to the ERS account for configuration, record provisioning, and reporting.
ERS API	The ERS API enables Customer to automatically add, modify, and delete locations and Users through integration with its user management tools.
Provisioning Server	The Provisioning Server geocodes and validates locations for insertion into the National ALI Database.

Component	Description
National ALI Database	The 9-1-1 National ALI Database contains the address and location records for all ERS users for all US states. It is accessed by local PSAP and regional ALI systems when a 911 call is received.
9-1-1 Call Server	The 9-1-1 Call Server receives Emergency Calls and determines the appropriate routing actions based on the location of the User and relevant call routing configurations.
9-1-1 Call Routing Network	The 9-1-1 Call Routing Network receives and routes the Emergency Call from the ERS to the terminating 9-1-1 infrastructure and PSAP throughout the US.
ECRC	ECRC handles unprovisioned and failover Emergency Calls. The ECRC is staffed by APCO-certified dispatchers, who orally confirm the User's location and transfer the Emergency Call via the selective router network to the appropriate PSAP.

2.3. Services Specifications

Table 2

Data Centers	<ul style="list-style-type: none"> • Geo-Redundant Data Centers • Active-Active load-balanced call servers • Flexible connectivity via Internet, VPN, NNI
Emergency Call Delivery	<ul style="list-style-type: none"> • SIP and PSTN connectivity • Network monitoring with SIP options • SIP UDP/TCP protocols • RTP/UDP with G.711 • Configurable dial plans for emergency and test calls • Individual PSTN number for routing contingency on failover
Integrations	<ul style="list-style-type: none"> • Intrado Emergency Gateway • Microsoft Teams Direct Routing with Dynamic E911 • Certified with Skype for Business • Cisco Emergency Responder with native integration for provisioning • Certified with Avaya Aura Communication and Session Managers • Most IP-PBX/UC platforms and softswitches using SIP trunking
ECRC	<ul style="list-style-type: none"> • US-based and operated by Intrado • APCO-trained Emergency Call takers • 24/7/365 operations • Enhanced transfers to most PSAPs using emergency lines with location (ALI) delivery • Support for unprovisioned Emergency Calls and remote workers; back-up answering point for contingency routing
Test Calls	<ul style="list-style-type: none"> • Built-in testing with configurable test call number • Playback of call details including address and 9-1-1 coverage • Two-way audio verification • Email confirmation of every test call with results
9-1-1 Call Notification	<ul style="list-style-type: none"> • Email alert with location details • SMS-formatted alerts • Support for Skype for Business Notification URI

Security Desk Call Monitoring	<ul style="list-style-type: none"> • Conference security personnel for real-time call monitoring • Security phone number configurable per location • Configurable one-way or two-way audio • Support for Skype for Business Security Desk URI
Address Validation and Provisioning	<ul style="list-style-type: none"> • Real-time address validation and geocoding • Link with geocoordinates for address mapping • Simplified error correction process
Administrative ERS Portal	<ul style="list-style-type: none"> • Secure portal for service administration • Easy provisioning of records • Batch files for bulk provisioning • User profiles for managing access levels • Individual sub-accounts for separating access to records and reports • Network Map provisioning for Subnets and Wireless Access Points' • Comprehensive reporting: call records, locations and subscriber, provisioning audits • Optional Portal branding for Service Providers
Location Manager	<ul style="list-style-type: none"> • Optional client software used for tracking and automatically updating the location of softphones • Automated location tracking when on the enterprise LAN using the network map • User provided location when using the softphone outside of the enterprise (remote usage). • Customizable disclaimer and application text • Licensed at additional charge on a per-user basis
Location Information Service	<ul style="list-style-type: none"> • Optional Location Service for location aware phones • Provides location based on Network Map • Supported SIP IP Phones: <ul style="list-style-type: none"> • Cisco SIP phones running multi-platform firmware version 11.1 and up • Polycom SIP phones firmware version 5.7 and up • Yealink SIP phones firmware version 82 and up • Location by Value or by Reference • Licensed at additional charge on a per-user basis.

2.4. Maintenance and Support

Table 3

Technical Support Center (“<u>TSC</u>”)	<ul style="list-style-type: none"> • Customer support and troubleshooting • 24/7/365 Emergency number • Email and Web support
Network Operation Center (“<u>NOC</u>”)	<ul style="list-style-type: none"> • 24/7/365 Network monitoring

2.5. Other

Table 4

Documentation	<ul style="list-style-type: none"> • ERS Technical Support Policies • ERS Network Interface Guide • ERS Portal User Guide
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Standards Compliance	<ul style="list-style-type: none"> • NENA i2 (08-001) • SIP: 2543, 3261, 2976, 3265, 3262, 3325, 3863, 4119, 5139 • RTSP: 2326, RTP: 1889, SOAP: 3902, HELD: 5985 TLS 1.2: 5246
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2.6. ECRC

Failover Emergency Calls will be routed to the ECRC via an SBC/PSTN gateway. The ECRC is staffed continually by professionally trained personnel who obtain the User's location information and deliver the Emergency Call and location information to the appropriate PSAP. Where possible, the ECRC will route the Emergency Call to the PSAP using i2 protocols.

Table 5

Call Situation	ECRC Treatment
Call with location, no location, or wrong location at ECRC	ECRC Emergency Call taker confirms location, makes any necessary corrections, and routes Emergency Call to PSAP, based on actual location of the User.
Dropped Emergency Call with location	Emergency Call taker informs appropriate PSAP, and PSAP follows internal SOP to callback the User and dispatch emergency responders.
Dropped Emergency Call with no location	Emergency Call taker uses other means to contact the Customer associated with DID, to determine location of the User. Emergency Call taker then informs appropriate PSAP, and PSAP follows internal SOP to callback the User and dispatch emergency responders.
Emergency Call originating in Canada	ECRC Emergency Call taker transfers the Emergency Call to the PSAP.
No i2 coverage available (optional)	The i1 to call center feature configures Services to send all i1 calls to the ECRC.
No User record in National ALI Database	If the User record does not exist in the National ALI Database, the Emergency Call is routed to the ECRC for manual verification. Under this scenario, charges are applicable for ECRC Emergency Calls on a per Emergency Call basis.
Emergency Call made from a non-validated address	Customers that allow Users to enter non-validated address information can have the Emergency Calls sent to the ECRC for validation and PSAP routing.
Network connectivity failure between Customer and ERS, or between ERS and 9-1-1 Routing Network	ECRC Emergency Call taker confirms location and routes Emergency Call to PSAP based on actual location of the User. Under this scenario, charges are applicable for Emergency Calls on a per Emergency Call basis unless caused by Intrado or its suppliers.

3. Customer Responsibilities

- Customer is responsible to collect, upload, and maintain accurate Provisioning Data and Endpoint inventory to ensure 911 calls are processed and billed correctly.

If required by applicable telecommunications carriers or applicable law, Customer will provide Intrado with written authorization to work with the telecommunications provider on Customer's behalf for the purpose of

establishing interconnections between Intrado, Customer and/or the telecommunications carrier that are necessary to enable Intrado to provide Services.

Customer will only use Services for the routing of Emergency Calls and for no other purpose and will take all reasonable steps to ensure that Services are not used for any other purpose by its Users.

Customer will be responsible for providing, at its cost, all facilities and networks required to operate with and interconnect to Services.

Customer will regularly configure, monitor, and manage its network and equipment to ensure that there is no interruption in connectivity with Services.

If either Customer or Intrado becomes aware of any security vulnerability that arises from the interconnection of Services with Customer's networks and equipment, the parties agree that they will provide all reasonable cooperation to promptly address such vulnerabilities.

Customer will comply with all applicable laws in relation to its use of Services to provide emergency dialing services to Users.

Customer will install required Location Manager application on end user workstations requiring that Service.

4. Intrado Responsibilities

Intrado will provide to Customer a web based management interface ("Interface"). The Interface will allow either Customer or a User to provision Endpoint Data into the National ALI Database. The Interface will allow Customer or each User to update the Endpoint Data using only User or Customer premises or equipment necessary to access its VoIP telephone service. If the Endpoint Data is not provisioned in the Interface by either Customer or the User, then the Endpoint Data must be provided with the Emergency Call.

Intrado will provide, at its cost, all facilities, software, equipment, and necessary interconnect circuits required to operate Services.

Intrado will regularly configure, monitor, and manage its network and equipment to minimize any interruption in connectivity with Customer's network.

Intrado will use commercially reasonable efforts, consistent with industry practices and standards, to (a) maintain the security of Services and the facilities in which Services' servers reside; and (b) protect against the introduction of any "virus" into Services or into Customer's network.

5. Services Limitations and Disclaimers

The following Services limitations and disclaimers apply:

5.1. Suspension of Services

Intrado may temporarily suspend Services, if:

- Customer's equipment or network causes damage, or in the reasonable opinion of Intrado, is likely to cause damage to Intrado's equipment, databases or networks;
- Customer's use of Services disrupts the normal use of Services for other customers of Intrado; or
- Customer is past due in making undisputed payment to Intrado under this or any other agreement between the parties, provided that Intrado has delivered to Customer written notice that payment is past due and Customer has failed to cure such default within ten business days thereafter.

Intrado will promptly notify Customer on any suspension of Services.

5.2. Audit Right

During Services term and for a period of one year thereafter, Intrado (or its authorized representative) may request from Customer documentation to verify billing and payment accuracy. Such documentation will be specifically described by Intrado and will consist of reports generally maintained in or that may be generated by the systems utilized as part of Services. Customer will provide such documentation within ten business days. Intrado may not audit more than once in any 12 month period. On receipt of the documentation, Intrado will promptly audit such records and provide Customer the results of such audit. Customer will have ten business days to dispute such results and if such a dispute exists, the parties will work in good faith to resolve the dispute. If any audit establishes that Customer underpaid Intrado by more than five percent of the amount due for the period examined, Customer will pay to Intrado its reasonable expenses incurred for such audit, in addition to any amounts shown to be underpaid, within 30 days after the date of written notice from Intrado. If any audit establishes that Customer has overpaid Intrado, Intrado will credit Customer the amount of the overpayment within two invoice cycles from the date of the determination of Customer's overpayment.

5.3. Other Limitations

Services may not function correctly, or at all, in the following circumstances:

- if Customer's equipment or network fails, is not configured correctly or does not meet the system specifications for use with Services;
- due to a network outage, extended power failure or network congestion that it is outside the control of Intrado or its suppliers;
- if Customer fails to provide and maintain current and accurate Endpoint Data; or
- if the Emergency Call taker does not promptly or properly answer or route the Emergency Call, or if errors or omissions are made by the PSAP or the local exchange carrier servicing the PSAP.

Customer acknowledges and agrees that Intrado will not be liable for any Services outage, degradation or error, or any inability to, or delay in, accessing emergency service personnel due to any of the circumstances described in this Section 5.3 above.

6. Glossary

These definitions are for this Service Guide only and are not necessarily the definitions used by the Federal Communication Commission ("FCC") or any other governmental, industry, or private organization or entity.

Emergency Call means a 9-1-1 call placed by a User.

Emergency Call Relay Center ("ECRC") means Intrado's inbound Emergency Call center, staffed 24 hours per day, seven days per week, and 365 days per year for Emergency Call handling customer support. For purposes of this Service Guide and Services provided hereunder, ECRC may include a third party contracted by Intrado to perform call center services.

Endpoint means a hardware device or software instance that can make and receive voice calls.

Endpoint Data means information on the specific location of an Endpoint, including GPS coordinates municipal address, building name, floor number, and/or suite number.

Public Safety Answering Point ("PSAP") means a facility equipped and staffed to receive Emergency Calls.

Service Provider means carriers or VoIP service providers.

Use means actual use of Services by a User for the purpose for which such Services is provided.

Users means Customer's and its Affiliates' personnel and, if applicable, Customer's customers or Subscribers, and their respective personnel, employees, visitors and other users of Services.



Service Guide for Technical Support, License, Maintenance, and Implementation Services

Version 2021.01.28

Contents

- 1. Introduction..... 1
- 2. Technical Support 1
 - 2.1. What is included 1
 - 2.2. What is excluded 1
 - 2.3. How to reach Intrado 2
 - 2.4. Severity Levels and Escalation Guidelines 2
 - 2.5. Customer Responsibilities..... 4
 - 2.6. Intrado Responsibilities 4
- 3. License Terms..... 5
- 4. Maintenance Terms 5
 - 4.1. Fees and Term 5
 - 4.2. End of Life (“EOL”) Policy 6
 - 4.3. Changes to EOL Support Policy 6
- 5. Implementation and Other Services..... 6
- 6. Glossary 8

1. Introduction

This Service Guide describes the services available to customers of Intrado's enterprise (business) 911 products and services ("Customers"), including Emergency Routing Services ("ERS") and Emergency Gateway ("EGW"), Phone Discovery Manager, and Desk Alert™ software ("Software"). It also includes applicable license terms for the Software and terms relating to implementation services.

Some of the terms in this Service Guide do not apply to all Customers. See below to determine which sections will apply:

Product/Service	Product Code in Quote Begins With	Technical Support Section 2	License Terms Section 3	Maintenance Terms Section 4	Implementation/ other Services Section 5
Monthly Recurring Services, including ERS	EN, RE, PL	X*			
Hardware	HW	X*		X	
Software	SW	X*	X	X	
Annual Maintenance & Support	PROSR-EGW			X	
Implementation or other Professional Services	PROSG-PPKG, PROSG-PISHRR				X

*For ERS and other monthly recurring services, technical support is included without additional charge. For hardware and software, technical support and annual maintenance and support is included without charge for the first year after delivery, and is available for purchase thereafter, payable annually in advance.

2. Technical Support

2.1. What is included

- 24x7x365 telephone, web, and email support
- Access to online support at <https://support.911.west.com>, which allows Customer to submit tickets, receive software updates, release information, and updated product documentation. Customer must register to obtain a user name and password in order to access the extranet services.
- Product use guidelines and available configurations
- Resolution of software defects, usage and configuration
- Documentation irregularities
- Customer-owned Intrado hardware fault diagnosis and resolution

Note: With the exception of hardware faults, all work is performed remotely, according to Customer's security requirements.

2.2. What is excluded

The following are not covered by technical support services. However many of the services can be purchased as professional services.

- Configuration change request requiring validation retesting or redesign; for example: provisioning a new IP address to connect to the ERS account, changing the IP address of the EGW, or provisioning additional PBX in the EGW

- Incidents traced back to faulty third party components (firewalls, switches, softswitch, NNI circuits, not managed by Intrado for either physical (hardware) or logical (configuration) reasons
- Problems and/or errors related to Customer failure to back up data
- Software or hardware not officially supported, validated or approved as specified in the applicable Intrado product documentation
- Software that is no longer covered under the Intrado EOL Policy (see Section 4.2 below). In addition, Intrado may require Customer to upgrade to a more recent Release to receive support services (patches and documentation) if the Release is older than 12 months.
- Repair any issue or support any product that: (a) has been altered, except by Intrado or an Intrado designated representative or in accordance with Intrado's written instructions, (b) has not been installed, configured, operated, repaired, or maintained in accordance with Intrado's instructions, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence or accident, including damage to hardware components from spills, drops, power surge, or improper voltage selection on system's power supply, (d) has been operated outside of the environmental specifications for the product, or (e) when such malfunction, damage or other problem is caused by use with software or hardware that is not recommended by Intrado or that does not conform to the system requirements or specifications made available by Intrado.
- Other exclusions described in the relevant service description or terms

2.3. How to reach Intrado

- Customers can obtain support from Intrado through telephone, web, and email support for any Intrado product for which Customer is entitled to support services. Support is available 24/7 for all emergency issues by phone and five days per week, 9:00 am-6:00 pm EST for all other issues and inquiries.

Email	support@911.west.com
Phone	888 908-4167
Web (Support Portal)	https://support.911.west.com
Mail	7150, Rue Alexander-Fleming Saint-Laurent (Québec) H4S 2C8 Canada

- Customers should be prepared to supply as much information as possible including:
 - Description (description of the problem or perceived symptoms)
 - Attachments (logs, traces, screenshots)
 - Date/time the problem/disruption was detected
- If the Customer calls the support desk, the support technician will create a trouble ticket, analyze the problem, and attempt to achieve problem resolution as quickly as possible.
- When sending an email, a trouble ticket/request is automatically created in the Support Portal. Customer can either continue to correspond with Customer's Intrado support representative via email or Customer can log-in to the Support Portal to manage the request. Either way, a seamless communications trail is applied to the request, which is viewable from the Support Portal.

2.4. Severity Levels and Escalation Guidelines

Severity levels are used to manage support resources and to resolve important issues as quickly as possible. The severity assigned to the ticket may be later updated (increased or decreased) after analysis. Severity changes are always preceded by a Customer consultation.

- 4 different severity levels may be assigned to trouble tickets

Severity Level	Information	Response Time (from receipt of notification)	Restoration Target (from time of engagement)
Emergency	Production systems that cannot route any 911 calls to the correct destination with two-way audio communication that meets acceptable voice-quality levels. Furthermore, no immediate workaround is available, and the issue requires immediate corrective action.	<4 hours	<5 hours
High	Production systems that cannot route some 911 calls to the correct destination with two-way audio communication that meets acceptable voice-quality levels. Furthermore, no immediate workaround is available, and the issue requires corrective action.	<4 hours	<2 days
Normal	Production system performance is degraded, there is partial feature unavailability to the Customer, or maintenance and backup processes have been significantly impacted. In all cases, a functional workaround is available. If redundant components are involved, failover to the secondary component is successful and redundancy is being restored.	<1 Support Business Day	<5 Support Business Days
Low	All requests for Lab or non-production systems. Minimal inaccuracies in documentation. Cosmetic flaws. No service impact to company or operations.	<3 Support Business Days	Situation dependent-No commitments on resolution time

- “**Response Time**” means Intrado’s acknowledgement that Customer has reported an issue. A support engineer will engage and be in contact with the Customer via various means depending on the severity level.
- “**Restoration Target**” means Intrado’s analysis and findings that allow Intrado to temporarily or permanently restore functionality and or availability of the service via a workaround or permanent fix.
- Escalation Guidelines

Support Tier	Title
Tier 1	NOC Support
Tier 2	On-call Resource
Tier 3	Service Account Manager
Tier 4	Services Manager
Tier 5	Executive Director

- Note: For specific contact information, please go to the support portal (<https://support.911.west.com>) and obtain the article entitled “Intrado Escalation Contacts.”
- It is possible to escalate to a higher tier of support at any time during the trouble ticket resolution process. During a service impairment situation (Support priority Level Emergency or High), escalation occurs based on a fixed procedure. Escalation within Intrado involves both defined and subjective decisions on the part of the support technician. Once basic troubleshooting procedures have taken place without resolving the issue, the support technician will make

timely decisions about when to escalate and will identify the appropriate resources to resolve the issue.

2.5. Customer Responsibilities

- General
 - Provide a 24/7 contact number for use under exigent circumstances. The number, which is located in the Customer's ERS account, can be used by the Emergency Call Response Center ("ECRC") if an emergency callback fails. The ECRC will use this number as last resort to reach the distressed caller. In addition, the number may be used when Intrado detects a serious issue that needs to be resolved immediately and regular support contacts are not available.
 - Ensure that Intrado has the most up to date contact information on file. This information can be updated at any time, by contacting Intrado Technical Support or by contacting the assigned Intrado account manager.
 - Designate qualified technical resources to interact with Intrado support technicians. Customer's designated resource(s) should read and be familiar with Intrado product and services documentation.
 - Contact and assist Intrado support technician with diagnostic procedures to identify the root cause of the problem
 - Perform verification and testing as required
 - Update PBX, softswitch, session border controller and firewall settings as required
 - Monitor and respond to system alarms and notifications
- Software
 - Provide, when requested, reasonable remote access to licensed software in order to investigate and troubleshoot technical issues. Remote access to Customer network would be performed using Customer's or Intrado's preferred sharing application
 - Download and load any applicable software from Intrado provided links
 - Deploy upgraded client applications (if applicable)
- Hardware
 - Provide the support technician with Customer's hardware "service tag" and physical location
 - Assist Intrado support technician with diagnostic procedures to identify the root cause of the problem
 - In the event of a hardware failure, provide necessary physical access to Intrado's designated field technician
 - Work with Intrado support technician to keep full security copies of any software and data
 - Store and maintain appropriate copies of any data
- Maintenance. Customer must provide Intrado with at least 24 hours' notice of any planned maintenance activities that may affect or prevent the successful routing of an E911 call. The Customer must provide the following information when making a maintenance notification:
 - Date, time, duration
 - Description of service impact
 - Enumeration of impacted network elements
 - Contact name, number and email
- Interaction with PSAP
- Coordinate test calls with the local PSAP.
- Contact the local PSAP for address display issues caused by PSAP customer premise equipment ("CPE").

2.6. Intrado Responsibilities

- **Product Maintenance/Major Releases.** Intrado will provide email notifications and announcements whenever new maintenance releases are made available. Latest system guides and release notes are always available on the support portal. In addition, the Intrado support engineer may recommend a system upgrade as part of the remedy to a specific support request.
- **ERS Network Maintenance.** Intrado will provide the Customer notice at least one week before any maintenance affecting activities. In general, Intrado network maintenance does not impact 911

services. The scheduled maintenance window is between 12:00 AM and 8:00 AM eastern standard time (EST) and may occur on weekdays or weekends. Intrado will provide Customer with the following information when making a maintenance notification:

- Date, time, duration
- Description of service impact
- Enumeration of impacted network elements
- Contact name, number and email

3. License Terms

Subject to the terms of the applicable Order and full payment of all applicable fees, Intrado grants to Customer a personal, nonexclusive, nontransferable, non-sublicensable, license to use the Software delivered to Customer, including virtual appliances and any software embedded in delivered hardware, at the location and on the number of servers, workstations and users or other applicable metric set forth in the Order or Customer's accepted purchase order, in accordance with the system specifications and requirements provided by Intrado. All right, title and interest in and to the Software, including any customizations made to the Software, or updates or upgrades to the Software supplied by Intrado, will remain vested with Intrado and its licensors. Customer's rights to use the Software will terminate on notice from Intrado if Customer fails to comply with any provision of this Order. On termination, Customer will destroy all copies of Software and associated documentation in its possession or control.

Customer will not itself, or through any affiliate, agent or other third party: (a) sell, lease or sublicense or otherwise transfer the Software; (b) decompile, disassemble, reverse engineer or otherwise attempt to derive source code from the Software; (c) modify or enhance the Software or write or develop any derivative software or any other functionally compatible, substantially similar or competitive products; (d) network the Software or use the Software to provide processing services to third parties, commercial timesharing, rental or sharing arrangements or otherwise use the Software on a service bureau basis; (f) provide, disclose, divulge or make available to, or permit use of the Software by any third party without Intrado's prior written consent; or (g) use or copy the Software except as reasonably required for archival purposes only.

4. Maintenance Terms

- **Release Availability.** Customer will be entitled to Releases, which are generally made available by Intrado to its Customers at no additional charge. Intrado is not obligated to develop or make available Releases. Releases will be compatible with the most current version of the operating system at the time the application Software Release is first made available. Customer's use of all Releases is restricted to the terms and conditions of the license under which the related Software was provided to Customer. Intrado's and its suppliers will retain all right, title and interest in all Releases.
- **Service Detail.**
 - Customer will provide Intrado with remote access to the Intrado Products and Customer's related systems for the purpose of providing the Support and maintenance Services. If Customer is unable to provide Intrado with remote access to its systems, Customer acknowledges that it will take significantly longer to identify and resolve issues.
 - When accessing Customer's systems, Intrado will:
 - inform Customer before any access is made;
 - make backup copies of configuration files before any work is performed;
 - not make changes to the Customer systems without Customer's prior authorization;
 - once authorized, make changes on stand-by units whenever possible; and
 - not retain any of Customer's sensitive customer information that may have been accessed or recorded, in paper or other formats, during the course of providing such services, and will securely dispose of any paper documents containing same.

4.1. Fees and Term

All fees for support and maintenance services are payable annually in advance, and are not subject to refund. Reinstatement of support and maintenance services that have lapsed for more than 60 days will

incur a lapse charge of 150% of the support and maintenance fees that would have been owed during the lapsed period.

Support and maintenance services will be provided for one year commencing on the date of product delivery, and will be automatically renewed for additional one-year terms, unless either party does not renew the Services by providing 30 days' notice before the end of the applicable term. Any renewal will be on the terms and conditions of the then-current support and maintenance service terms (including then-applicable fees). Intrado will use good faith efforts to proactively notify Customer when the annual support and maintenance options are nearing expiration. An up to date support and maintenance contract with Intrado ensures uninterrupted support.

4.2. End of Life (“EOL”) Policy

4.2.1. Hardware Products

Intrado provides a specific End of Service Life date for a given product in writing when the Sales Discontinuation Date is announced. Such notifications will be provided to Customers in writing 180 days before the End of Service Life Date.

Regardless of the End of Service Life date, Intrado will honor the terms of any applicable warranty or any previously sold support maintenance agreements, which were purchased before the End of Service Life Date.

4.2.2. Software Products

Intrado follows industry standard practices regarding the support of its software for discontinued (EOL) products. Consistent with such standards, Intrado's policy is to support software for the most current version and one previous major version OR one year after the release, whichever comes first.

4.3. Changes to EOL Support Policy

Although every effort will be made to support EOL products in accordance with the EOL Support Policy, Intrado reserves the right to change its policy, as it deems appropriate. Intrado will announce any changes to the EOL Support Policy in writing to the Customer.

Note that Intrado may, at its discretion, stop offering Time and Materials support services prior to the End of Service Life Date.

5. Implementation and Other Services

- Implementation services include the following:
 - Providing the Customer with remote installation and start-up assistance. An experienced professional services engineer will work with Customer, via phone and Internet connection, to advise, configure, and test;
 - Providing recommendations for product deployment and configuration;
 - Providing advisory and remedial support (product usage advice, software execution or functionality, interpretation of product technical documentation);
 - Scheduling delivery of the offering, in accordance with standard business practices and the earliest availability of Intrado professional services engineer(s);
 - Proposing a high level project task list outlining the key service steps for the deployment;
 - Assisting Customer with product configuration and integration with the telephony and data network;
 - Assisting Customer with Emergency Response Location (“ERL”) data validation and provisioning;
 - Assisting in the running product acceptance tests that verify:
 - IP connectivity between the various solution components,
 - Feature configuration,
 - Fallback scenarios, and
 - System performance.

- Participating in regular project meetings;
- Assisting Customer with troubleshooting, and correct any deficiencies;
- Monitoring the deployed product performance for a period of 30 days; and
- Using remote access tools to facilitate problem solving, with Customer's approval.
- Exclusions. The following are not included, unless specifically included in the quote:
 - Modifications to the Intrado supported software or hardware;
 - Services outside of the standard hours of coverage;
 - Services required due to improper treatment or use of the equipment or software by other than Intrado personnel;
 - Services required due to unauthorized attempts by other than Intrado personnel to repair, maintain, or modify the equipment and/or software;
 - Resolution of problems encountered due to 3rd party equipment and/or software;
 - Code, code examples, commands, sample commands or modifications to code or commands; and
 - Any onsite service.
- Professional services are provided in blocks of time, which must be scheduled by Customer at least two support business days in advance. The service hours are from 8:00 AM to 6:30 PM (Eastern Time), excluding weekends and Intrado holidays ("Business Hours"). Intrado will provide professional services outside of Business Hours ("Non-Business Hours") provided that Customer makes such a request at least two weeks prior to the date on which such Professional Services are required by Customer. Professional Services provided during Non-Business Hours will be provided at Intrado's standard fees for Professional Services, provided that the Customer will be billed for a minimum of six hours for each day on which such Professional Services are provided during Non-Business Hours.
- Professional services will be considered completed by Intrado and accepted by the Customer when: (a) acceptance testing is successfully completed, or (b) Customer has formally accepted and signed-off on the professional services.
- Customer Responsibilities.
 - Assign resources and prepare procedures for installation, administration, testing, operation, and support;
 - Provide a project manager to liaise with Intrado personnel for all aspects of this installation activity;
 - Provide Intrado with configuration details on the current data and telephony network configuration, topology, and any other information requested by an Intrado professional services engineer;
 - Perform project planning based on Customer's requirements and Intrado's recommendations;
 - Ensure that all site preparation, compatibility requirements, circuits, and other specified service prerequisites are met;
 - Configure all Customer premise equipment components;
 - Physically place, install, and connect the product on Customer premises; and
 - At Customer's approval, provide access to the Product via the appropriate remote access method, as required to improve product installation time.
- Conditions of Services.
 - If security restrictions apply to any or all Customer systems, the Customer may be required to assume additional responsibilities for maintaining the system and/or software.
 - The implementation service is limited to the most current version of software and/or firmware.
 - The ability of Intrado to provide the services depends on the Customer's local resources and their full and timely cooperation with Intrado, as well as the accuracy and completeness of any information and data the Customer may provide Intrado.
 - The Customer is responsible for contacting the vendor for support and for repair or replacement of defective third-party products not supplied or supported by Intrado.

6. Glossary

“End of Service Life Date” means the date an Intrado product will no longer be supported.

“Maintenance Release” means a software release to correct Software Failures.

“Release(s)” means a Maintenance Release, Update or Upgrades, either individually or collectively, as applicable.

“PSAP” means Public Safety Answering Point.

“Software Failure” means reproducible behavior that deviates in a material respect from the Software

“Support Portal” means online ticket/request tracking system and documentation repository available to registered Customers.

“Update” means a software release to correct any Software Failures and/or add features to the Software and is typically represented by a change in the yy component of a Version Number.

“Upgrade” means a software release to correct any Software Failures, add functionality and/or new features to the Software and is typically represented by a change in the xx component of a Version Number.

“Version Number” means the three-part version number in the form xx.yy.[zzzz] that identifies a Release.