



NBXpress Support Contract

Terms and Conditions:

NBXpress Support Contract entitles Customer to technical support as defined below; advance hardware replacement and Software Upgrades for those Products and to those sites listed in the Customer Information Document(s) on file with InPath.

Technical Support: (24x7xNBD Contracts Only)

Technical Support will be available via access to the NBX Training web site (www.nbxtraining.com) and via telephone (800) 884-6945 or via web support portal (www.nbxtechsupport.com). If telephone support is requested, and a technical engineer is not immediately available, InPath will respond with a callback within four (4) hours of Customer's initial request for non-emergencies and within two (2) hours for emergencies during InPath Business Hours (8:00 am – 5:00 pm CST, M-F, excluding Holidays). 24x7 support is available with a maximum 2 hour response time for emergency calls only, non-emergency calls will only be handled during normal business hours. In Path requires one point of contact within each customer location with Administrative access to the NBX. InPath will not directly support individual users at the customer locations, only the key contact (Administrator) as listed in the contract. Individual Users do have access to the Online Training web site to assist them. *Response time does not mean that the part or problem will be fixed within that time, only that InPath will have contacted you regarding the issue within that time.* Technical Support will include assistance in the use of the Products, as well as problem identification and resolution, including workarounds, when possible. Assistance will also include logging into Customer's system remotely for diagnosis of problems, such access must be made available to InPath using our Remote Technician Services to avoid any lapse in support. For NBX Products, InPath shall provide limited assistance in resolving problems that are related to Customer's telecommunication providers. Such assistance shall consist of limited troubleshooting of 3Com Products, including testing of connections as necessary for problem identification, but does not include problem resolution on non-3Com products. Any and all additional support is subject to normal service charges. InPath reserves the right to limit technical support calls based on excessive use on a per customer basis.

Advance Hardware Replacement:

Advance Hardware Replacement ensures that a replacement for a defective hardware Product or part will be shipped to the Customer before requiring the Customer to return the defective Product or part to InPath. Product or part will be shipped to arrive at Customer's site the next business day after dispatch. However, any requests for replacement Product received after 2:00 PM CST time may ship the following business day. InPath will provide a Return Authorization number (RA) to allow the return of the defective Product or part. All delivery costs are borne by the Customer, not InPath. A replacement Product or part may be new or reconditioned of like kind, functionality, and quality. The replacement parts may also be temporary replacements to be used while the defective unit is being repaired and then returned to InPath. The defective Product or part must be returned to InPath within fifteen (15) days of receipt of the replacement product; all shipping costs are borne by Customer. In the event the defective Product or part is not returned within fifteen (15) days, or is returned in an unacceptable condition, Customer agrees to pay the full current selling price per Product or part as valued on their invoice. Failure to pay the price or return the defective Product or part promptly will result in the suspension of Future Services. Any single request for a single shipment of five (5) or more units of the same type may be subject to delays.

Deductible Defined:

Replacement parts under this agreement are subject to a deductible. The deductible amount is the amount you will be charged at the time of failure to replace your covered item. The amount of the deductible is 25% of the manufacturer's list price for the item or items being replaced including licenses for the first 30 days of the contract. For the remainder of the contract, the deductible will be 10%. Hardware purchased from InPath at the same time as the support contract is excluded from the 25% deductible and will be responsible for only 10% deductible during the entire contract. For discontinued items, InPath reserves the right to adjust the list prices of items accordingly.

Software Upgrades:

Customer is entitled to access Software Upgrades (including related documentation) that are made available for the Products during the term of this Agreement; however, InPath does not guarantee the frequency or quantity of such Software Upgrades. Software Upgrades are defined as formal software releases that may include new features and functionality, and that are not considered a new product or a chargeable upgrade by 3Com, for which there will be a separate cost. Any software provided hereunder will be governed by the license agreement accompanying the original Product purchased by Customer. Customer has the right to duplicate both the software and documentation for its own internal use, provided that all copyright, trademark, and other proprietary rights notices are also reproduced in the same form and manner as on the original media. 3Com may issue a Software Upgrade that also requires a hardware upgrade in order to utilize new functionality of the software. Any such hardware upgrade is not covered. Customer may purchase the hardware upgrade at the price set forth by InPath. 3Com may issue a Software Upgrade that requires a key code. 3Com will provide such key code within two (2) days of any such request. Any support issues that arise that require a software upgrade, the upgrade costs if any will be borne by the customer. This would include any required licenses, hardware, or media to perform the upgrade and fix the issue.

General:

InPath reserves the right to transfer this contract to another certified support company at any time. InPath also reserves the right to discontinue support at any time during the contract period. InPath Support Contracts consist of either Hardware Support or Technical Support or both. InPath can cancel Hardware/Support portion or both at any time during the contract period for any reason and will refund the customer a prorated amount of the unused support services. InPath does not support any third party software of any kind including those with 3com part numbers but manufactured by third parties including but not limited to; Executive Assistant, Call Rex, Education Module, eXchange Call Center. InPath's liability is limited to the performance of the equipment specifically supported by InPath in the contract and InPath accepts no responsibility for consequential loss for downtime. InPath replacements will be best effort and like for like as allowable at that time based on spare parts stocking levels and availability.

Exceptions:

InPath reserves the right to be exempt from liability of this contract in the event of any of the following: The damage or downtime caused by Infrastructure that is substandard for VoIP, both low and high voltage cabling and/or network hardware other than that which is covered by this contract. The damage or fault is caused by the user's own action or by willful damage. The system or any part of the system is shifted or re-sited by anyone other than an authorized person. The NBX system(s) is not properly powered by a Uninterruptible Power Supply (UPS). The system or part of the system is damaged due to any form of electrical storm (lightning), water, excessive dirt, environmental issues, or physical damage, damages caused by war, acts of God, and/or terrorism.

Support Charges - Business Hours & After Hours: (Hardware Only Contracts)

NBXpress Service Contract customers are eligible for a 10% discount on all support rates. InPath Support during "Normal Business Hours" is \$75.00 for a 30 minute support session. InPath "After Hours" Support is \$175 for a 30 minute session. InPath "After Hours Plus" is \$275.00 for a 30 minute session. The Core charges allow for up to 30 minutes of support, after that you will be billed per minute at the rate of \$2.50 per minute.

Normal Business Hours – Monday thru Friday 8:00am – 5:00pm CST, excluding Holidays.
After Hours – Monday thru Friday 5:00pm – 12:00am CST, Weekends 8:00am – 12:00am, excluding Holidays.
After Hours Plus – Sunday thru Saturday 12:00am – 8am CST, Holidays 12:00am – 12:00am (All Day)

Non Emergency Technical Support Defined:

Non –Emergency Technical Support is defined as any technical support that is NOT essential to the operation of the phone system as a whole. If the system is working and routing calls both in and out of the system then the system is defined as "working". Included but not limited to changes with individual extensions and lines or changes to automated attendants and hunt groups that are not critical to the basic operation of the NBX system. These issues can and will be handled during normal business hours. For more information and visual demonstrations of these tasks please refer to www.nbxtraining.com. It is at the InPath Engineer's discretion as to what may be considered Emergency and Non-Emergency Support.

Emergency Technical Support Defined:

Emergency Technical Support can include but not be limited to the following. NBX system is not running or functioning at all. NBX system appears to be functioning but cannot make calls out or into the system. Over 30% of the users in the system are experiencing similar issues with required functionality of the system. It is at the InPath Engineer's discretion as to what may be considered Emergency and Non-Emergency Support.

Software Upgrades Services:

Software Upgrade Services are defined as any new product or chargeable upgrade from 3Com that is desired by the customer and not required to address an existing issues. These revisions require the purchase of a new license key code and recommend the installation of updated software. A certified 3Com technician performs the software upgrade by accessing the NBX NetSet remotely and going through all necessary steps for a complete software upgrade. A system backup is included. The discounted Software Upgrade charge is \$250 for NBXpress customers, plus any and all required licenses and media. It is assumed that these will be done after normal business hours and no additional charges will apply due to time of day. However, software upgrade services will not be provided within the After Hours Plus timeframe.

I have read, understand and agree with these Terms and Conditions.

Customer Signature

MARIE HALUZA
Printed Name & Title
Project Support

9-8-09
Date