

## APPENDIX X TO MASTER SERVICES AGREEMENT (NETMEDX™)

Project Identifier: **Insert Project Identifier**

THIS APPENDIX IS PART OF THE MASTER SERVICES AGREEMENT EXECUTED BY CLIENT AND CONTINGENT AND APPLIES TO THE PROVISIONING OF THE BELOW SERVICE(S). Unless otherwise identified herein, all capitalized terms shall have the same meaning as set forth in the Agreement.

This Appendix provides the tasks, timeframes and associated pricing for performance of NetMedX Services for the Client throughout the Client's network(s). Each Service performed by Contingent under this Appendix will be invoice in accordance with the below pricing. All pricing is based on non-union labor with all Service(s) completed between the hours of 7:30am-5pm (local Service Location time). Service(s) require a scheduling interval of five (5) business days. If a Client requires unionized resources for Service(s), the price will be adjusted on the invoice to reflect the associated union rates.

To order NetMedX Services for a Service Location(s), Client shall submit a properly completed sales order to Contingent. A sales order shall become binding on the Parties when Contingent issues a Contingent-generated sales order acknowledgement. Contingent shall perform select NetMedX Services that may include one or more of the following: 1.0 Field Service; 2.0 Call/Problem Management; and 3.0 Network Management/Monitoring for the Client. Support will be provided for the network infrastructure including elements listed below in the scope of work. Parts will be provided locally or shipped upon request. Contingent will use commercially reasonable efforts for response and repair.

### 1.0 FIELD SERVICE (BREAK-FIX)

Contingent shall provide Field Service throughout the Client's network(s). Contingent will receive a request for dispatch from the Client or other appropriate source and then respond according to the needs of the Client, its partners and/or its customers to troubleshoot and repair problems on-site that arise in the "field" wherever that may me based on a 7x24 time line with the response interval defined below.

#### 1.1 CONTINGENT ORGANIZATION

For the purposes of this SOW, three (3) Contingent organizations will be directly responsible for providing Field Services: 1) Contingent Customer Care Center; 2) Contingent Logistics, and 3) Contingent Field Services Department. Within two (2) business days of Agreement signature, Contingent shall identify the CCA, the primary contact within Contingent, all managers involved in escalation, and the contact information concerning each.

- Contingent Customer Care Center: Contingent will assign one (1) Customer Care Agent (CCA) and an appropriate number of alternate CCAs to Client for Field Services. The CCA is the primary interface between Contingent, the Client's Technical Point of Contact (TPOC) and the Field Services Department (Technicians). The CCA shall be the primary point of contact, however, when they are absent or not scheduled, a substitute CCA (the "Substitute CCA") will be available to Client at all times (24x7x365).

- Contingent Logistics: At the direction of the Client's TPOC and the CCA, Contingent Logistics will express mail replacement components to the Field Technician in the field. Contingent Logistics will also receive failed components from the Field Technicians (the replaced component) and store these components pending further directions from Client. Contingent represents and warrants that Contingent Logistics will provide competitive prices for providing express mail replacement components versus all reasonable substitutes. Unless Contingent Logistics is providing these services without up-charge from the USPS, Fed Ex, UPS or another nationally recognized express mail provider, Client will have auditing rights on Contingent Logistics services. Up to three times per year, Client will have the right to (or to cause Contingent to) submit up to ten sample transactions for comparative bids or assessment (or to otherwise objectively compare prices) by an alternative shipper. If any such audit reveals that Contingent is charging more than 10% more than the lowest alternative for any given transaction in more than 25% of the sample, then Client may terminate this Agreement without breach, or may require Contingent to use the least expensive dependable alternative logistics shipper.

- Field Services Department: Contingent shall utilize its *worldwide* certified network of subcontracted labor for these services. Field Technicians will be chosen for support based upon availability to perform the work, distance to the site where the work will be performed, and/or any unique skills or tools that may be required to perform unique or specific tasks associated with the task assigned. In special circumstances and with the consent of the Client, Contingent may dispatch its own employees to resolve problems

that are erratic, intermittent, or particularly difficult to resolve (additional costs for travel shall apply).

#### 1.2 CLIENT SUPPORT ORGANIZATION

Client shall assign a technical point of contact (TPOC), which shall be the primary interface with Contingent resources responsible for service delivery. Within two (2) business days of Agreement signature, Client shall identify the means of contacting the TPOC and the Client managers involved in escalation and their contact information.

#### 1.3 GEOGRAPHIC COVERAGE

Contingent shall provide Field Services throughout North America for Client. Alaska, Hawaii, Puerto Rico, and Canada will be evaluated upon request of Client (special pricing and other provisions may apply).

#### 1.4 EQUIPMENT AND INFRASTRUCTURE COVERED

Contingent shall provide on-site troubleshooting and equipment replacement services for the following elements within the Client's site(s) infrastructure:

- Main Distribution Frame (MDF) cable plant and all network electronic equipment
- Backbone network cable extensions including the cable, connectors, faceplates/surface mount boxes and patch cords
- Circuit extensions including the cable, connectors, faceplates/surface mount boxes, and patch cords
- Miscellaneous equipment supporting the backbone network such as Uninterruptible Power Supplies (UPS), patch panels, surge protectors, punch-down blocks, patch cords and hubs (if the foregoing are provided by the Client)
- Other upon mutual Agreement between Contingent and Client

#### 1.5 EXCLUSIONS

Contingent will not provide maintenance services for the following:

- Equipment and infrastructure that is not owned by the Client
- Equipment that is part of the facility infrastructure and not part of the network per se, such as electrical circuits, HVAC, or other mechanical equipment
- Contingent will not provide warranty repair services on the behalf of any manufacturer as part of this Agreement
- Software of any kind not specifically described in paragraphs herein

Contingent is willing to consider providing support of such excluded items, but such support will need to be evaluated and arranged on a case-by-case basis and at a price mutually agreeable to all parties.

#### 1.6 TOOLS REQUIRED

Contingent Field Technicians will carry the tools required to support Client's needs.

#### 1.7 DEPOT SERVICES, PARTS REPLACEMENT AND PARTS MANAGEMENT

For miscellaneous or ancillary material components that will need to be replaced as part of a dispatch, Contingent shall utilize similar quality and like materials in resolution of the problem. The replaced components are typically considered consumable items and will be properly disposed (unless requested to be retained by Client). If it is determined that a replacement unit is required, Contingent or Client will arrange to ship this unit directly to the property, and will coordinate a second service call to replace the non-functional unit. Client will provide a shipping waybill to return the defective unit for failure analysis, as well as a form to complete to highlight the issues causing problems with the unit.

#### 1.8 PREVENTIVE MAINTENANCE

Regularly scheduled visits for testing and inspection are an optional at a time, frequency and price to mutually agreed upon.

#### 1.9 PRINCIPAL PERIOD OF SERVICE (PPS)

Contingent shall provide Field Services seven (7) days per week, 365 days per year. However, Principal Period of Service (PPS) is defined as Monday – Friday, 8:00 A.M. to 5:00 P.M., Local (Site) Time. Contingent shall perform services on the behalf of the Client outside the Principal Period of Service (PPS) at the prices set forth herein.

#### 1.10 CALL CRITICALITY

Upon reporting a problem to Contingent, the Client's TPOC shall select a "criticality" that most closely reflects the status of the problem. The following criticality criteria apply:

Criticality	Condition
1 – Emergency	A problem that is determined by Client to require immediate response.
2 – Major	A problem that prevents the End-Users ability to access the network. The network, in whole or in part, is “down” and is considered inoperable. Client or Client’s Customers are unable to communicate on the network by either primary or backup means.
3 – Minor	A minor problem that slightly impacts the End-Users ability to access the network. The problem may be intermittent in nature. End-Users have not been hampered by an apparent failure, but rather an inconvenience without a need for fast resolution.
4 - Routine	A minor problem that does not impact the End-Users ability to access the network. The problem may be intermittent in nature. This criticality would also apply to questions and/or manners of general consultation.
5 – Scheduled T&M	A minor problem or scheduled maintenance that does not impact the End-Users ability to access the network. The problem may be intermittent in nature. This criticality would also apply to questions and/or manners of general consultation.

### 1.11 RESPONSE TIME GOALS

Contingent Customer Care Center, manned by the assigned CCA(s), will be on a 2-hour response time regardless of criticality or time of day. On site response time is the time between (1) the earlier of (a) when the CCA dispatches a Field Technician to an affected site and (b) 2 hours after the initial call is made to Contingent’s Customer Care Center (the earlier of (a) and (b) of this clause shall be deemed the “Onsite Response Time Measurement Point”) and (2) when the Field Technician actually arrives on site. Two factors affect response time: 1) call criticality, and 2) distance from the affected site to the nearest available Field Technician with the proper skills to resolve the problem. For this agreement, Contingent and Client establish the following response time goals:

Activity	Non-PPS (after hours) Arrival - On Site Response Goal		PPS Arrival - On Site Response Goal	
	Call Received 8:00A.M.-3:00P.M. M-F Site Time	Call Received 3:00 P.M.-8:00A.M. Site Time	Call Received 8:00A.M.-3:00P.M. M-F Site Time	Call Received 3:00P.M.-8:00A.M. Site Time
Criticality 1 Emergency	Does Not Apply	2 Hours	2 Business Hours	2 Hours after start of next calendar day
Criticality 2 Major	4 Hours	4 Hours	4 Business Hours	4 Hours after start of next calendar day
Criticality 3 Minor	8 Hours	8 Hours	8 Business Hours	8 Hours after start of next calendar day
Criticality 4 Routine	Next Day	Next Day	Next Business Day	2 <sup>nd</sup> Business Day
Criticality 5 Scheduled	Does Not Apply	Does Not Apply	2 <sup>nd</sup> Business Day	3 <sup>rd</sup> Business Day

<sup>1</sup> Times in this table are measured from the Onsite Response Time Measurement Point

The following chart indicates additional response time increments added as a result of the distance an available Field Technician will travel to the affected site (Contingent commits to use the closest possible Field Technician who has the appropriate skills and tools available):

Distance between the Field Technician and the Site	Additional Response Time Increment
0 – 50 miles	0
51 – 100 miles	+ 1 hour
101 – 150 miles	+ 2 hours
151 – 200 miles	+ 3 hours
> 200 miles	+ 4 hours

### 1.12 REPAIR TIME GOALS

The goal of both parties is to perform repairs in the most expeditious means possible. Repair Time is the time between which a Field Technician arrives on site and departs the site having been released by the Client’s TPOC. Contingent’ Repair Time Goal is four (4)

hours. The Response Time Goals and the Repair Time Goals, set forth above, are aspirational in nature, and Contingent does not promise or guarantee service within such time frames. Under no circumstances shall the aforementioned goals form the basis for any claim or breach of the Agreement.

### 1.13 DISPATCH PROCESS

The Contingent dispatch process is as follows:

- Dispatch Request: The CCA shall receive a Dispatch Request from the Client’s TPOC (or otherwise as agreed to below). The Dispatch Request will be in the form of an e-mail, web-based form submittal (for record keeping purposes) or alarm notification message and can be augmented in the form of a telephone call (pager or direct) sent to the CCA seven (7) days per week twenty-four hours per day. When delivered by Client, the Dispatch Request shall minimally identify the facility name, local contact, address, telephone number, nature of the problem, and any special request or other more specific information (i.e., any special skills required, test equipment, unusual site needs, etc.). The Client’s TPOC shall select a call “Criticality” based on the criteria identified in Criticality Section above. The CCA shall create an internal Contingent trouble ticket based upon the information contained in the Dispatch Request. The CCA shall acknowledge the Dispatch Request with a response containing the internally assigned trouble ticket number.
- Field Technician Assignment: The CCA shall identify a Field Technician for the dispatch. Once the Field Technician has accepted the assignment, the CCA shall contact the Client’s TPOC and provide the Field Technician personnel’s name, mobile telephone number, and Estimated Time of Arrival (ETA) to the associated site. The CCA shall update the internal trouble ticket with the indicated information.
- Dispatch Monitoring: Throughout the performance of the dispatch, the CCA will be available to the Client’s TPOC to answer the TPOC’s questions regarding the progress of the dispatched resources.
- Technical Escalation: The Client’s TPOC shall have direct access to the Field Technician for on-site direction and assistance with technical issues and questions. The CCA shall facilitate technical assistance at the request of the Client’s TPOC or the Field Technician.
- Parts Replacement Assistance: The CCA shall act as an intermediary between the Client’s TPOC and the Field Technician for replacement product selection (in the event that an identical replacement component is not readily available). The CCA shall recommend parts/product replacement alternatives that are mutually acceptable to both parties.
- Call Closure: The Field Technician shall contact the CCA to confirm repair and if the dispatch was requested by the Client, then the CCA will request a release from the site by the Client’s TPOC. The TPOC will send an email notification to the CCA verifying that release was granted and the time that it occurred. The CCA shall close the internal trouble ticket by documenting the Field Technician’s release.
- Cancellation: Contingent will charge a \$50 cancellation fee for less than 24 hours’ notice plus the charges for time spent by field personnel when cancellation occurs after filed personnel have departed their origination point for the cancelled destination.

### 1.14 CLIENT RESPONSIBILITIES

Client agrees to provide the following:

- Customer Notification: The Client shall notify Customer site personnel that a Field Technician will be arriving on-site to perform field services.
- Site access: Client shall contact Customer and ask for free and open access to the site in order that problems are expeditiously resolved. If necessary, Client shall arrange for facility management personnel to be available to support Field Technician arrival outside the PPS.
- Equipment Access: Client shall work with its Customers to ensure that free and open access to equipment and a general service parameter is maintained at all times. It shall not be the responsibility of the Field Technician to move boxes, equipment, and so forth to gain access to the equipment.
- Site Hazards: Client, but only to the extent of its actual knowledge thereof, shall inform Contingent or the relevant Field Technician of all environmental factors affecting a site (i.e., asbestos and other hazardous materials, unexposed high voltage wiring, etc.) of which it is then currently aware, and shall attempt to cause Customer to ensure that such factors are readily revealed to a Field Technician performing service. When required by terms of Appendix(ces), provide physical security at all times to large construction equipment (i.e. personnel lifts, ladders, etc.) delivered to and picked up from site by third party regardless of where the equipment is placed on the property. Client is responsible for loss of such equipment at all times while equipment is at the site.
- Other Support Organizations: Client shall not dispatch Field Services through any other organization without notification to Contingent.

1.15 FIELD & LOGISTICS SERVICES PRICING SUMMARY (NETMEDX STANDARD)

The following prices are provided for each Field & Logistics Services activity. This class of service is known as "NetMedX Standard" and is commonly referred to as "Time and Material" service.

Field Services – NetMedX Standard (Time & Material)					
Activity	Description	Hourly Labor Rates <sup>1</sup>			
		Technician		Engineer	
		Level 2	Level 3	Level 2	Level 3
<b>Criticality 1 Dispatch - Emergency</b> (2 Hours Onsite)	<b>5x8x2</b> PPS (M-F 8:00A.M. - 5:00P.M. local site time)	\$204	\$209	\$215	\$245
<b>Criticality 2 Dispatch - Major</b> (4 Hours Onsite)	<b>5x8x4</b> PPS (M-F 8:00A.M. - 5:00P.M. local site time)	\$158	\$166	\$166	\$200
<b>Criticality 3 Dispatch - Minor</b> (Same Day Onsite)	<b>5x8x8</b> PPS (M-F 8:00A.M. - 5:00P.M. local site time)	\$110	\$122	\$124	\$179
<b>Criticality 4 Dispatch - Routine</b> (Next Day Onsite)	<b>Next Business Day</b> PPS (M-F 8:00A.M. - 5:00P.M. local site time)	\$79	\$90	\$93	\$145
<b>Criticality 5 Dispatch – Scheduled</b> (2 <sup>nd</sup> Day+ Onsite)	<b>2<sup>nd</sup> Business Day</b> PPS (M-F 8:00A.M. - 5:00P.M. local site time)	\$71	\$78	\$86	\$133
Logistics Services – NetMedX Standard					
Activity	Description	Activity Rates	Additional Information		
<b>Parts Depot Storage</b> Next Day – North America	<b>Up to 64 Cubic Feet</b> (1 pallet)	<b>\$60 per month</b>	<ul style="list-style-type: none"> <li>Monthly price is per location.</li> <li>Delivery not included.</li> </ul>		
<b>Parts Depot Storage</b> Same Day – North America	<b>Up to 64 Cubic Feet</b> (1 pallet)	<b>\$700 per month</b>	<ul style="list-style-type: none"> <li>Monthly price is per location.</li> <li>Delivery not included.</li> <li>8 depots required for CONUS Same Day</li> <li>16 depots required for CONUS 4hr Onsite</li> </ul>		
<b>Spares Deployment Processing</b>	<b>Spare Parts Deployment Processing</b>	<b>\$25 per incident</b>	<ul style="list-style-type: none"> <li>Materials Charged Separately</li> <li>Shipping not included</li> </ul>		
<b>RMA Processing</b> (5 business days from receipt of part)	<b>Warranty Parts Return Processing</b>	<b>\$25 per incident</b>	<ul style="list-style-type: none"> <li>Materials Charged Separately</li> <li>Shipping not included</li> </ul>		
<b>Bench Repair (Hardware/Software)</b> (best effort only)	<b>Component Repair</b>	<b>\$85 per hour</b>	<ul style="list-style-type: none"> <li>Materials Charged Separately</li> <li>Repair services are best effort only</li> <li>Shipping not included</li> </ul>		
<b>Parts Courier Services Criticality 1 - Emergency</b> (2 Hours Onsite)	<b>5x8x2</b> PPS (M-F 8:00A.M. - 5:00P.M. local site time)	<b>\$275 per delivery</b>	<ul style="list-style-type: none"> <li>Price includes parcels weighing less than (25) lbs</li> <li>Add 15% for delivery outside PPS</li> </ul>		
<b>Parts Courier Services Criticality 2 - Major</b> (4 Hours Onsite)	<b>5x8x4</b> PPS (M-F 8:00A.M. - 5:00P.M. local site time)	<b>\$185 per delivery</b>	<ul style="list-style-type: none"> <li>Price includes parcels weighing less than (25) lbs</li> <li>Add 15% for delivery outside PPS</li> </ul>		
<b>Parts Courier Services Criticality 3 - Minor</b> (8 Hours Onsite)	<b>5x8x8</b> PPS (M-F 8:00A.M. - 5:00P.M. local site time)	<b>\$150 per delivery</b>	<ul style="list-style-type: none"> <li>Price includes parcels weighing less than (25) lbs</li> <li>Add 15% for delivery outside PPS</li> </ul>		
<b>Parts Courier Services Criticality 4 - Routine</b> (Next Business Day Onsite)	<b>Next Business Day</b> PPS (M-F 8:00A.M. - 5:00P.M. local site time)	<b>\$50 per delivery</b>	<ul style="list-style-type: none"> <li>Price includes parcels weighing less than (25) lbs</li> <li>Add 15% for delivery outside PPS</li> </ul>		
<b>Parts Courier Services Criticality 5 - Scheduled</b> (2 <sup>nd</sup> Business Day Onsite)	<b>2<sup>nd</sup> Business Day</b> PPS (M-F 8:00A.M. - 5:00P.M. local site time)	<b>\$25 per delivery</b>	<ul style="list-style-type: none"> <li>Price includes parcels weighing less than (25) lbs</li> <li>Add 15% for delivery outside PPS</li> </ul>		
<b>Asset Tracking</b> (7x24 Online Access)	<b>Customer Care Center Online</b> www.contingent.net/cc	<b>\$199 per month</b>	<ul style="list-style-type: none"> <li>Price includes up to 1000 units tracked, 3 user accounts</li> <li>Add \$175/month for each 1000 unit block and \$25/month for each additional user account</li> </ul>		
<b>Certified Equipment Disposal</b> (48 Hours' Notice to Pickup)	<b>2<sup>nd</sup> Business Day</b> PPS (M-F 8:00A.M. - 5:00P.M. local site time)	<b>\$0.83 per pound</b>	<ul style="list-style-type: none"> <li>Price includes freight, disposal, certificate by serial number reporting, EPA and DoD/DHS compliance when applicable, Federal and State Law compliance</li> <li>Minimum 50lbs per visit</li> </ul>		

<sup>1</sup> Two (2) hours onsite labor minimum billable per dispatch and billed portal to portal. Materials charged separately. The following uplift multiples will apply to all rates shown above: UPLIFT MULTIPLES TO BE APPLIED TO FIXED OR HOURLY PRICING: Union Uplift Multiple - 1.50X, Non-PPS and Expedite (less than 48 hours notice) 1.50X, Holidays and Expedite (less than 24 hours' notice) 2.00X, International (does not include Canada) uplift 2.00X, Australia, Pacific Rim, Western Europe, Middle East uplift 3.00X. Rates shown are most frequently purchased however; rates for other skill levels are available upon request.

1.16 PREPAID AND VOLUME DISCOUNTS (NETMEDX SILVER)

Services may be purchased in advanced in volume at a specified discount. This class of service is known as “NetMedX Silver”. A Client may prepay for a minimum of 25 dispatches (or the equivalent 75 hours at the imputed hourly rate) for a 20% discount off of published hourly rates. After the initial purchase of 25 dispatches (or 75 hours) a Client may continue to realize the same 20% discounts when purchasing subsequent “blocks” of 10 dispatches (or the equivalent 30 hours) provided those subsequent purchases are prepaid and are made within 12 months of the initial purchase of 25 dispatches (or 75 hours). To qualify for the discount the payment must be received prior to requesting a dispatch and the dispatches requests must be made through Contingent’s online Customer Care Center NetMedX Request Form. Each prepaid, volume discounted dispatch carries a flat charge based on two (2) hour onsite maximum regardless of whether the repair is made in less time and a one (1) hour travel charge regardless of actual travel time (more or less). When a repair exceeds the two (2) hour maximum limit onsite, the Client will be notified and given the opportunity to decide to extend the visit. When the Client elects to extend the visit a second dispatch will be charged against the Client’s prepaid balance. In the event hours were purchased, each additional hour or fraction thereof spent onsite will be deducted in full hour increments from the Client’s remaining hourly balance. The second dispatch charged during the same visit (and all subsequent charged dispatches during the same visit) will have a three (3) hour onsite maximum. After hours (nPPS) and all other uplifts will apply and appropriate charges will be deducted from Client’s remaining balance in the appropriate proportion. Unused dispatches (or hours) will expire ninety (90) days from the date of purchase which exactly corresponds to the day Contingent received payment for the dispatch (or hour) “block”. Client may mix and match field personnel skill levels and criticalities in any combination when purchasing dispatch “blocks”. NetMedX Silver hours may not be used in conjunction with NetMedX Silver dispatches. Contingent’s business development team will facilitate customized combination quotes upon request. This class of service is available with materials however; materials are sold separately as requested by Client. A 15% late penalty for failure to arrive within the defined time period (shown below) will be automatically credited against the subject dispatch and be applied to future purchases by Client.

Field Services – NetMedX Silver (Prepaid Dispatch “Blocks”)						
PLEASE NOTE: THESE ARE PREPAID DISPATCH RATES (PER VISIT)			Per Dispatch Visit Discounted Rates <sup>1</sup>			
			Technician		Engineer	
Activity	Description	Penalty For Late Arrival	Level 2	Level 3	Level 2	Level 3
<b>Criticality 1 Dispatch - Emergency</b> (2 Hours Onsite)	5x8x2 Flat (2) hour onsite maximum plus (1) hour travel PPS (M-F 8:00A.M. - 5:00P.M. local site time)	15%	\$520	\$520	\$520	\$624
<b>Criticality 2 Dispatch - Major</b> (4 Hours Onsite)	5x8x4 Flat (2) hour onsite maximum plus (1) hour travel PPS (M-F 8:00A.M. - 5:00P.M. local site time)	15%	\$404	\$422	\$425	\$510
<b>Criticality 3 Dispatch - Minor</b> (Same Day Onsite)	5x8x8 Flat (2) hour onsite maximum plus (1) hour travel PPS (M-F 8:00A.M. - 5:00P.M. local site time)	15%	\$281	\$312	\$316	\$440
<b>Criticality 4 Dispatch - Routine</b> (Next Day Onsite)	<b>Next Business Day</b> Flat (2) hour onsite maximum plus (1) hour travel PPS (M-F 8:00A.M. - 5:00P.M. local site time)	15%	\$201	\$229	\$236	\$369
<b>Criticality 5 Dispatch – Scheduled</b> (2 <sup>nd</sup> Day+ Onsite)	<b>2<sup>nd</sup> Business Day</b> Flat (2) hour onsite maximum plus (1) hour travel PPS (M-F 8:00A.M. - 5:00P.M. local site time)	15%	\$190	\$197	\$218	\$338

<sup>1</sup>Please refer to section 1.16 above on requirements for these rates. Must be purchased in “blocks” of 25 and prepaid. To derive equivalent hourly rates by skill and criticality please divide the rate shown above by 3.

#### 1.17 FLAT FEE DISPATCH (NETMEDX COPPER)

Services may be purchased as needed with a maximum allowable time onsite of one (1) hour. This class of service is known as “NetMedX Copper”. A Client who requires as needed site visits for short duration troubleshooting and repair will benefit from the simplicity of NetMedX Copper. NetMedX Copper dispatches may be purchased as needed, no volume commitment is required. These flat fee dispatches contain no travel charges and come with up to one (1) hour onsite. Once onsite, Contingent will notify the Client via email if the job may require more than one hour onsite with at least ten (10) minutes notice prior to the expiration of the first hour. At that time if the Client authorizes additional time that time will be billed at the standard NetMedX hourly rate in thirty (30) minute intervals. If the Client denies the request for additional time or the Client is unreachable and does not respond before the first hour expires, Contingent will depart the site. Contingent departure will occur at the exact time when the first hour expires unless written authorization by the Client is received regardless of whether the troubleshooting and repair is complete. All skill levels and criticalities are available under the NetMedX Copper class of service and all uplifts apply as they do under the NetMedX Standard class of service. Orders for NetMedX Copper dispatches are handled the same way as NetMedX Standard. There are no specific service level guarantees with NetMedX Copper as it is a “best effort” service. However, as with NetMedX Standard, if the requested onsite criticality is missed, the Client will be automatically charged at the rate associated with the criticality that is met (always a lesser charge). This class of service is available with materials however; materials are sold separately as requested by Client.

Field Services – NetMedX Copper (Flat Fee Dispatch)						
PLEASE NOTE: THESE ARE DISPATCH RATES (PER VISIT)			Per Dispatch Visit Rates (1 Hr Max Onsite)			
			Technician		Engineer	
Activity	Description	Hourly Rate Above 1 hr Onsite <sup>1</sup>	Level 2	Level 3	Level 2	Level 3
<b>Criticality 1 Dispatch - Emergency</b> (2 Hours Onsite)	5x8x2 Flat (1) hour onsite maximum PPS (M-F 8:00A.M. - 5:00P.M. local site time)	Billable at NetMedX Standard Hourly Rates	\$408	\$418	\$408	\$490
<b>Criticality 2 Dispatch - Major</b> (4 Hours Onsite)	5x8x4 Flat (1) hour onsite maximum PPS (M-F 8:00A.M. - 5:00P.M. local site time)	Billable at NetMedX Standard Hourly Rates	\$317	\$331	\$333	\$400
<b>Criticality 3 Dispatch - Minor</b> (Same Day Onsite)	5x8x8 Flat (1) hour onsite maximum PPS (M-F 8:00A.M. - 5:00P.M. local site time)	Billable at NetMedX Standard Hourly Rates	\$221	\$245	\$248	\$358
<b>Criticality 4 Dispatch - Routine</b> (Next Day Onsite)	<b>Next Business Day</b> Flat (1) hour onsite maximum PPS (M-F 8:00A.M. - 5:00P.M. local site time)	Billable at NetMedX Standard Hourly Rates	\$158	\$179	\$186	\$290
<b>Criticality 5 Dispatch – Scheduled</b> (2 <sup>nd</sup> Day+ Onsite)	<b>2<sup>nd</sup> Business Day</b> Flat (1) hour onsite maximum PPS (M-F 8:00A.M. - 5:00P.M. local site time)	Billable at NetMedX Standard Hourly Rates	\$142	\$155	\$214	\$266

<sup>1</sup>Please refer to hourly rates found in Section 1.15 above

## 2.0 CALL MANAGEMENT/PROBLEM MANAGEMENT SERVICES

Contingent shall provide customized Call Management/Problem Management Services for the Client's network(s). Contingent will receive notification of a fault from the Client or other appropriate source and then respond according to the needs of the Client, its partners and/or its customers to remotely troubleshoot and repair problems that arise in the "field" wherever that may be based on a 7x24 time line. Contingent will also dispatch the appropriate Field Services personnel to a site having problems and manage that process to closure and report as such to Client.

### 2.1 CONTINGENT ORGANIZATION

For the purposes of this SOW, two (2) Contingent organizations will be directly responsible for providing Call Management/Problem Management Services: 1) Contingent Customer Care Center; 2) Contingent Technical Support. Within two (2) business days of Agreement signature, Contingent shall identify the Customer Care Agents CCA(s), the primary contact within Contingent for the service, the Technical Support Specialist TSS(s), all managers involved in escalation, and the contact information concerning each.

- Contingent Customer Care Center: Contingent will assign one (1) primary CCA and appropriate number of alternate CCAs to Client for Call Management/Problem Management Services. The CCA is the primary interface between Contingent, the Client's Network Operations Center (NOC) and/or Technical Point of Contact (TPOC), and third party field teams providing Level I support for the Client's network(s). The CCA function is available to the Client 7x24x365.

- Contingent Technical Support: Contingent will assign one (1) primary TSS and appropriate number of alternate TSSs to Client for Call Management/Problem Management Services. The TSS is the primary internal technical escalation point providing Level II support for the Client's network(s). The TSS function is available to the Client 7x24x365.

### 2.2 CLIENT SUPPORT ORGANIZATION

Client shall assign a technical point of contact (TPOC), which shall be the primary interface with Contingent resources responsible for service delivery. Within two (2) business days of Agreement signature, Client shall identify the means of contacting the TPOC and the Client managers involved in escalation and their contact information.

### 2.3 GEOGRAPHIC COVERAGE

Contingent shall provide Call Management/Problem Management Services for Client's entire designated network(s) area.

### 2.4 EQUIPMENT AND INFRASTRUCTURE COVERED

Contingent shall provide remote technical support for the following elements within the Client's site(s) infrastructure:

- Main Distribution Frame (MDF) cable plant and all network electronic equipment
- Backbone network cable extensions including the cable, connectors, faceplates/surface mount boxes and patch cords
- Circuit extensions including the cable, connectors, faceplates/surface mount boxes, and patch cords
- Miscellaneous equipment supporting the backbone network such as Uninterruptible Power Supplies (UPS), patch panels, surge protectors, punch-down blocks, patch cords, and hubs (if the foregoing are provided by the Client)
- Other upon mutual Agreement between Contingent and Client

### 2.5 EXCLUSIONS

Contingent will not provide services for the following:

- Equipment and infrastructure that is not owned by the Client;
- Equipment that is part of the facility infrastructure and not part of the network per se, such as electrical circuits, HVAC, or other mechanical equipment.
- Contingent will not provide warranty repair services on the behalf of any manufacturer as part of this Agreement.
- Software of any kind not specifically described in paragraphs herein.

Contingent is willing to consider providing support of such excluded items, but such support will need to be evaluated and arranged on a case-by-case basis and at a price mutually agreeable to all parties.

### 2.6 PRINCIPAL PERIOD OF SERVICE (PPS)

Contingent shall provide Call Management/Problem Management Services seven (7) days per week, 365 days per year. However, Principal Period of Service (PPS) is defined as Monday – Friday, 8:00 A.M. to 5:00 P.M., Local (Site) Time. Contingent shall perform services on the behalf of the Client outside the Principal Period of Service (PPS) at the prices set forth herein.

### 2.7 CALL CRITICALITY

Upon reporting a problem to Contingent, the Client's TPOC shall select a "criticality" that most closely reflects the status of the problem. The following criticality criteria apply:

Criticality	Condition
1 – Emergency	A problem that is determined by Client to require immediate response.
2 – Major	A problem that prevents the End-Users ability to access the network. The network, in whole or in part, is "down" and is considered inoperable. Client or Client's Customers are unable to communicate on the network by either primary or backup means.
3 – Minor	A minor problem that slightly impacts the End-Users ability to access the network. The problem may be intermittent in nature. End-Users have not been hampered by an apparent failure, but rather an inconvenience without a need for fast resolution.
4 - Routine	A minor problem that does not impact the End-Users ability to access the network. The problem may be intermittent in nature. This criticality would also apply to questions and/or manners of general consultation.
5 – Scheduled T&M	A minor problem or scheduled maintenance that does not impact the End-Users ability to access the network. The problem may be intermittent in nature. This criticality would also apply to questions and/or manners of general consultation.

### 2.8 RESPONSE TIME GOALS

Contingent Customer Care Center, manned by the assigned CCA(s), will be on a thirty-minute (30) response time regardless of criticality or time of day. The CCA will confirm receipt of alert from TPOC, the Client's NOC or other relevant source by email within thirty minutes of receiving the alert.

### 2.9 CALL MANAGEMENT/PROBLEM MANAGEMENT PROCESS

Contingent will make every effort to adhere to the procedure described below. In certain circumstances Contingent will need to diverge from the prescribed processes in order to make progress in an effort to restore element(s) of the Client's network(s). When such circumstances arise, Contingent will, in its sole judgment, make appropriate and reasonable adjustments to the process.

#### Level I:

- Alert notification of an Event (Outage, Intermittent Communication Failure, etc.) is received from Client TPOC or NOC via telephone, text page, text alarm notification or email to CCA.
- CCA creates a Trouble Ticket and communicates Ticket ID to Client's TPOC. This may be accomplished via at least one of the following: telephone call, e-mail, and/or page.
- CCA performs Event analysis and identifies the specific point of failure.
- CCA performs any available actions to resolve the Event remotely up to a maximum period of 15 minutes at which time it is automatically escalated.
- If Event is resolved, Trouble Ticket is closed, a log is made of corrective action taken, and Client's TPOC is notified of closure.
- If unable to resolve Event, CCA escalates the problem to a Technical Support Specialist (TSS).

#### Level II:

- Notification of escalation is sent to Client's TPOC and log is made of the transfer.
- TSS performs actions to resolve the Event remotely up to a maximum period of 30 minutes at which time it is automatically escalated.
- If Event is resolved, TSS reports resolution to assigned CCA. CCA closes the Trouble Ticket, a log is made of corrective action taken, and Client's TPOC is notified of closure.
- If unable to resolve Event, TSS refers the Ticket back to the assigned CCA. CCA logs escalation and dispatches Contingent Field Technician or Client's designated field service team.
- Escalation and dispatch are logged on the Trouble Ticket and Client's TPOC is notified of dispatch.
- (as necessary) The CCA shall identify a Field Technician for the dispatch.
- Once the Field Technician has accepted the assignment, the CCA shall contact the Client's TPOC and provide the Field Technician personnel's name, mobile telephone number, and Estimated Time of Arrival (ETA) to the associated site. The CCA shall update the internal trouble ticket with the indicated information.
- (as necessary) Field Technician checks into CCA to confirm arrival on site.

- (as necessary) CCA delivers all information concerning Event to assigned Field Technician and logs time of arrival.
- (as necessary) Field Technician performs on-site repair of network with any required assistance from CCA and/or TSS.
- Upon verification of network operability, CCA releases Field Technician, logs repair activity and time of departure, closes Trouble Ticket, and notifies Client's TPOC of closure.
- If repair requires out-of-scope tasks to complete, Client's TPOC is contacted by CCA to either receive authorization to perform out-of-scope work (signed approval or email confirmation) refer Event resolution to Client and Trouble Ticket is deferred.

#### 2.10 TECHNICAL ESCALATION

The Client's TPOC shall have direct access to the Field Technician for on-site direction and assistance with technical issues and questions. The CCA shall facilitate technical assistance at the request of the Client's TPOC or the Field Technician. As part of an overall process or upon request CCA can escalate to a third party help desk or technical support center (i.e. hardware-software vendor, etc)

##### Dispatch Monitoring.

Throughout the performance of the dispatch, the CCA will be available to the Client's TPOC to answer the TPOC's questions regarding the progress of the dispatched resources.

#### 2.11 PARTS REPLACEMENT ASSISTANCE

The CCA shall act as an intermediary between the Client's TPOC and the Field Technician for replacement product selection (in the event that an identical replacement component is not readily available). The CCA shall recommend parts/product replacement alternatives that are mutually acceptable to both parties.

#### 2.12 AUTOMATED ALERT NOTIFICATION

In the event that the Client is notifying Contingent via a network management and monitoring program and those notifications are automated (not accompanied by manual notification) Contingent agrees to process them according to the processes below. Client will establish technical determination of what constitutes the various types of alarms with input as necessary from Contingent within five (5) business days of contract signing.

- Yellow Alarm (minor criticality): In the event of a Yellow alarm from network management and monitoring system, CCA will notify Client's TPOC confirming receipt of alert and requesting a course of action. At that time, Client TPOC must request action via telephone, e-mail or pager otherwise CCA will defer ticket. These alarms may not constitute any action on the part of Contingent or dispatch of a field technician. There are no costs associated with a receiving a Yellow alarm, unless action, following the standard described in paragraph herein is requested by Client's TPOC.
- Red Alarm (major or emergency criticality): In the event of a Red alarm from network management and monitoring system, the CCA will react immediately with standard procedures described in paragraphs herein. When this type of alert is received the CCA will notify the Client's TPOC to confirm receipt and initiate action automatically without prior real-time consultation with Client's TPOC or NOC.

#### 2.13 CLIENT RESPONSIBILITIES

Client will provide, at no cost to Contingent, a means for Contingent to access network(s) remotely for troubleshooting and problem resolution (dedicated or dial-up management connection).

#### 2.14 CALL MANAGEMENT/PROBLEM MANAGEMENT PRICING SUMMARY – METERED PER MINUTE

Billable time will accrue anytime Contingent personnel are engaged in call and problem management. Billable time however, will NOT accrue while a Field Technician is en route or on site, unless Contingent personnel are in direct communication with Field Technician or Client engaged in direct technical support of the repair. For example, if one is necessary, once the dispatch request is made, time stops accruing until the Field Technician contacts the CCA to check-in. Once the check-in call is complete, time again stops accruing until the next contact is made. Following the successful resolution, the ticket closure will constitute the last billable time for that Event. Reports detailing these times will accompany each invoice and may be requested at any frequency preferred by Client. At no time will CCA and TSS both be engaged simultaneously (will work in series only) and therefore rate above 1 hour is always the same flat fee. A minimum of 15 minutes is billable for each call. Additional set-up fees may apply. Call and Problem Management Variable Rate (Additional set-up fees may apply) is as follows:

Contingent Resource	Price Per Minute PPS	Price Per Minute Outside PPS
CCA	\$1.50/minute	\$2.48/minute
TSS	\$1.50/minute	\$2.48/minute

2.15 CALL MANAGEMENT/PROBLEM MANAGEMENT PRICING SUMMARY – MONTHLY ACTIVITY BASED

The following activities are provided on a monthly basis per unit (node/device/circuit) as appropriate.

Call Management/Problem Management – Monthly Activity Based*					
Type	Activity	Description	Availability	Monthly Fee Per Unit	Additional Information
Level 2 Help Desk	Base Level Reactive Call & Problem Management (Circuit)	Reactive management of DSL, Cable, 3G Primary, or T1 Circuit; No pro-active monitoring. Includes Incident Management of circuit problem. NOC receives notification by phone, email or web portal.	8am-9pm Local Site Time, 7 days	\$7.61	<ul style="list-style-type: none"> <li>30 minute maximum active troubleshooting and then escalated; Applies to primary or back-up circuit; NOC receives notification by phone, email or web portal.</li> </ul>
Level 2 Help Desk	Base Level Pro-Active Call & Problem Management (Circuit)	Proactive management of DSL, Cable, 3G Primary, or T1 Circuit; No pro-active monitoring. Includes Incident Management of circuit problem.	8am-9pm Local Site Time, 7 days	\$7.61	<ul style="list-style-type: none"> <li>30 minute maximum active troubleshooting and then escalated; applies to primary or back-up circuit; NOC receives notification by Contingent monitoring tool set. 8am-11pm Eastern 7 days</li> </ul>
Level 3 Help Desk	Advanced Level Reactive Call & Problem Management (Circuit)	Reactive management of DSL, Cable, 3G Primary, or T1 Circuit; No pro-active monitoring. Includes Incident Management of circuit problem.	8am-9pm Local Site Time, 7 days	\$4.57	<ul style="list-style-type: none"> <li>Advanced engineering support limited by degree of access to the subject device. Reimage configuration and/or firmware upgrade included; 60 minute maximum active troubleshooting and then out of scope charges applies 8am-11pm Eastern 7 days</li> </ul>
Level 3 Help Desk	Advanced Level Pro-active Call & Problem Management (Circuit)	Pro-active management of DSL, Cable, 3G Primary, or T1 Circuit; No pro-active monitoring. Includes Incident Management of circuit problem.	8am-9pm Local Site Time, 7 days	\$4.57	<ul style="list-style-type: none"> <li>Advanced engineering support limited by degree of access to the subject device. Reimage configuration and/or firmware upgrade included; 60 minute maximum active troubleshooting and then out of scope charges applies</li> </ul>
Level 2 Help Desk	Base Level Reactive Call & Problem Management (Device)	Reactive management of: Telco CPE, VPN Router, Standalone AP, UPS, Analog Modem Backup, 3G Device;	8am-9pm Local Site Time, 7 days	\$3.80	<ul style="list-style-type: none"> <li>30 minute maximum active troubleshooting and then escalated</li> </ul>
Level 2 Help Desk	Base Level Pro-Active Call & Problem Management (Device)	Pro-active management of: Telco CPE, VPN Router, Standalone AP, UPS, Analog Modem Backup, 3G Device;	8am-9pm Local Site Time, 7 days	\$3.80	<ul style="list-style-type: none"> <li>30 minute maximum active troubleshooting and then escalated</li> </ul>
Level 3 Help Desk	Advanced Level Reactive Call & Problem Management (Device)	Reactive management of: Telco CPE, VPN Router, Standalone AP, UPS, Analog Modem Backup, 3G Device;	8am-9pm Local Site Time, 7 days	\$2.28	<ul style="list-style-type: none"> <li>Advanced engineering support limited by degree of access to the subject device. Reimage configuration and/or firmware upgrade included; 60 minute maximum active troubleshooting and then out of scope charges applies</li> </ul>
Level 3 Help Desk	Advanced Level Pro-active Call & Problem Management (Device)	Pro-active management of: Telco CPE, VPN Router, Standalone AP, UPS, Analog Modem Backup, 3G Device;	8am-9pm Local Site Time, 7 days	\$2.28	<ul style="list-style-type: none"> <li>Advanced engineering support limited by degree of access to the subject device. Reimage configuration and/or firmware upgrade included; 60 minute maximum active troubleshooting and then out of scope charges applies</li> </ul>

\*Minimums may apply

**3.0 NETWORK MANAGEMENT & MONITORING SERVICES (“ALERTX”)**

Contingent shall provide proactive remote monitoring and fault detection services for the Client’s network(s). Alarms generated by the Contingent network management system will be forwarded directly to the Contingent Technical Support team and Client, as required. The Contingent Technical Support Specialist (TSS) will open an internal trouble ticket for each alarm and notify appropriate parties.

**3.1 CONTINGENT ORGANIZATION**

For the purposes of this SOW, one (1) Contingent organization will be directly responsible for providing Network Monitoring/Management Services: 1) Contingent Technical Support. Within two (2) business days of Agreement signature, Contingent shall identify the TSS(s), all managers involved in escalation, and the contact information concerning each.

- Contingent Technical Support:

Contingent will assign one (1) primary TSS and appropriate number of alternate TSSs to Client for Network Monitoring/Management Services. The TSS is the primary point of contact for providing support for the Client’s network(s). The TSS function is available to the Client 7x24x365.

**3.2 CLIENT SUPPORT ORGANIZATION**

Client shall assign a technical point of contact (TPOC), which shall be the primary interface with Contingent resources responsible for service delivery. Within two (2) business days of Agreement signature, Client shall identify the means of contacting the TPOC and the Client managers involved in escalation and their contact information.

**3.3 GEOGRAPHIC COVERAGE**

Contingent shall provide Network Monitoring/Management Services for Client’ entire designated network(s) area.

**3.4 EQUIPMENT AND INFRASTRUCTURE COVERED**

Contingent shall provide network monitoring/management support for the following elements within the Client’s site(s) infrastructure: Any SNMP manageable or ICMP manageable device Miscellaneous manageable equipment supporting the backbone network such as Uninterruptible Power Supplies (UPS), hubs (if the foregoing are provided by the Client); Other upon mutual Agreement between Contingent and Client



### 3.5 PRINCIPAL PERIOD OF SERVICE (PPS)

Contingent shall provide Network Monitoring/Management Services seven (7) days per week, 365 days per year.

### 3.6 RESPONSE TIME GOAL

Contingent Network Operations Center, manned by the assigned TSS(s), will be on a thirty-minute (30) response time regardless of time of day. The TSS will ensure Client's TPOC and/or other designated recipient is notified of the fault regardless of severity by telephone, pager or email within thirty minutes of receiving the alert.

### 3.7 MONITORING TYPES AVAILABLE

Contingent, when possible considering the Client's network design and security, shall provide proactive network monitoring and fault detection services of designated Client sites using specifically described polling techniques. Polling frequency shall be established in the preliminary phase by Contingent based on Client specific CPE and architecture. Access via the web can be achieved by Client by visiting [www.contingent.net/cc](http://www.contingent.net/cc) and logging into the password protected Customer Care Center. Alarms generated by the Contingent network management system shall be forwarded directly to the Contingent Technical Support team and Client, as required. The Contingent Technical Support Specialist (TSS) shall open an internal trouble ticket for each alarm and notify appropriate parties. The contents of the notification of the fault to the Client shall include the time, severity, description of symptoms (when available), location (if available), connection specific information (if available) and recommended action (where applicable). Additional contents may be added when available based on needs of the Client.

- Proactive Monitoring, Fault Detection and Alerting ICMP – CPE Device - State monitoring (up/down) of circuit-terminating device (CPE) via ICMP echo request for: DSL, Cable, 3G, 4G, FIOS, FW or T-1/E-1, etc. Includes ICMP monitoring of carrier CPE. Requires CPE device to be a layer-3 (IP) device and capable of responding to ICMP echo requests (PING). Static IP address or Dynamic DNS-managed hostname/domain required. ICMP monitoring shall provide the lowest bandwidth usage overall, but shall not give detailed information that may give clues to impending connectivity issues.

- Proactive Monitoring, Fault Detection and Alerting HTTPS – CPE Device - State monitoring (up/down) of circuit-terminating device (CPE) via HTTP/HTTPS request for: DSL, Cable, 3G, 4G, FIOS, FW or T-1/E-1, etc. Includes HTTP/HTTPS monitoring of carrier CPE. Requires CPE device to be an active web server (typically the device's management interface) and capable of responding to HTTP or HTTPS requests. Static IP address or Dynamic DNS-managed hostname/domain required.

- Proactive Monitoring, Fault Detection and Alerting SNMP – CPE Device - SNMP query polling/trending/collection of statistics of circuit-terminating device (CPE) for: DSL, Cable, 3G, 4G, FIOS, FW or T-1/E-1; VPN tunnel, etc. Includes SNMP monitoring of carrier CPE. Requires CPE device to be a layer-3 (IP) device and capable of responding to SNMP queries (GETs). SNMP Monitoring also includes the option to customize up to three (3) unique SNMP variables per device type. Example: Interface Utilization, System Name, and Uptime. Static IP address or Dynamic DNS-managed hostname/domain required.

- Proactive Monitoring, Fault Detection and Alerting ICMP – LAN Device - State monitoring (up/down) of Router, Managed Switch, Wireless Access Point, UPS, 3G Device or any other IP-enabled device. Includes ICMP monitoring of IP device. Requires device to be a layer-3 (IP) device and capable of responding to ICMP echo requests (PING). Static IP address, Dynamic DNS-managed hostname/domain, or dedicated backhaul connection into Client private IP network required. Dedicated connection to Client's privately-addressed network can be via VPN, point-to-point WAN, or addition of Contingent into Client MPLS or other private WAN services. Costs for Contingent inclusion into dedicated WAN services will be borne by Client or apportioned in monitoring fee per device.

- Proactive Monitoring, Fault Detection and Alerting SNMP – LAN Device SNMP query polling/trending/collection of statistics of Router, Managed Switch, Wireless Access Point, UPS, 3G Device or any other IP-enabled, SNMP-capable device. Includes SNMP monitoring of IP device. Requires device to be a layer-3 (IP) device and capable of responding to SNMP queries (GETs). SNMP Monitoring also includes the option to customize up to three (3) unique SNMP variables per device type. Example: Interface Utilization, System Name, and Uptime. Static IP address, Dynamic DNS-managed hostname/domain, or dedicated backhaul connection into Client private IP network required. Dedicated connection to Client's privately-addressed network can be via VPN, point-to-point WAN, or addition of Contingent into Client MPLS or other private WAN services. Costs for Contingent inclusion into dedicated WAN services will be borne by Client or apportioned in monitoring fee per device.

- Proactive Monitoring, Fault Detection and Alerting WMI – LAN Device Pro-Active Server & Workstation WMI/SNMP/SSH Active Monitor Polling; SNMP/WMI: (Server/Workstation: Windows 2K and newer and Server 2003 and newer OS);SNMP/SSH Active Monitor: Linux OS - Proactive monitoring of PC and Server OS, hardware and services. Any conditional variable supported via WMI or SNMP queried and collected. Client-defined or default values set to alert Client and Contingent TAC in the event a minimum or maximum value threshold is reached. Standard services (HTTP, IMAP, SMTP, FTP, SQL, etc.) operation verified at a specified interval in supported Windows environments. Automated service restarts available. Linux OS and service monitoring via SSH Active Monitor scripting.

- WAN Circuit Traffic Flow Data Reporting & Analysis Real-time flow data collection and reporting. Collection and reporting of IP protocol flow data. NetFlow, sFlow, J-Flow, IPFIX, and NSEL supported. Real-time view of flow data via Online Customer Care Center at [www.contingent.net/cc](http://www.contingent.net/cc). Customized reporting for analysis of: Traffic and bandwidth utilization, application monitoring, user monitoring, security, traffic shaping, usage-based billing. Flow data collection requires that the device be capable of capturing flow data using one of the flow management formats referenced in the service description. Client required to configure the device to target their assigned Contingent MSP flow monitor server or grant temporary access to Contingent to make configuration modifications. Sampling rate and export intervals can be customized.

- WAN Circuit Peak Live Speed Test Reporting & Analysis Agent-based or agent-less subjective WAN speed/bandwidth testing and reporting. Testing and reporting of effective bandwidth (speed) from remote site edge to WAN core. WAN core located in Contingent MSP data center or Client data center. Frequency and schedule of test packet-transfer is specified by the Client. Contingent MSP servers must have a minimum access to the target device in order to initiate packet transfers. Otherwise, a Contingent-managed agent device must be installed with an additional monthly charge. An agent device will also be required if the remote target device is not capable of participation in packet-transfer process.

### 3.8 CONTENTS OF NOTIFICATION

The contents of the notification of the fault to the Client shall include the time, severity, description of symptoms (when available), location (if available) and recommended action (where applicable). Additional contents may be added when available based on needs of the Client.

### 3.9 SEVERITY DETERMINATION

Client will establish technical determination of what constitutes the various types of alarms. Client gives determination of what constitutes a particular severity level or Contingent can craft a statement if the Client is unable to do this, but Client must sign-off on the statement.

### 3.10 CLIENT RESPONSIBILITIES

Client will provide at no cost to Contingent, a dedicated circuit into their network(s). Client is responsible to notify Contingent of scheduled changes and outages to avoid needless escalation.

### 4.0 OUT OF SCOPE HOURLY PRICE:

These rates apply for general out-of-scope labor services for the specific field personnel skill level assigned to the in scope work and is associated with one whole hour or portion thereof of labor, on-site, non-union, performed within specified hours of the day (PPS is Principal Period of Service and defined as Standard Business Hours Monday - Friday, 7:30 a.m. to 5:00 p.m., local time). Please consult with your Contingent point of contact to determine which rate applies to your specific job or project. Client authorizes up to two (2) hours of out-of-scope services at any site without approval from Client. Other rates available as needed for additional skill levels. Troubleshooting and repair of systems not supplied by Contingent are considered out of scope. When performance is at an hourly rate, Contingent is not responsible for work stoppages that occur as a result of waiting for Client callbacks, release, etc. Contingent shall inform Client of delays that are impacting work progress.



3.11 NETWORK MANAGEMENT & MONITORING SERVICES ("ALERTX") PRICING SUMMARY

Fee structure for Network Management & Monitoring will be based on 24X7X365 service from our Cincinnati, Ohio NOC. The service contract will be based on a yearly contract, renewable one quarter prior to contract end. Additional set-up fees may apply.

Network Management & Monitoring Services – Monthly Activity Based*																													
Type	Activity	Description	Availability	Monthly Fee Per Unit	Additional Information																								
Monitoring	Pro-Active ICMP Polling (Circuit)	Proactive monitoring of DSL, Cable, 3G, 4G, FIOS, FW or T-1/E-1	7x24	\$9.00	<ul style="list-style-type: none"> <li>Includes ICMP monitoring of telco CPE when technically possible; Requires CPE device to be a layer-3 (IP) device and capable of responding to ICMP echo requests (PING). Static IP address or Dynamic DNS-managed hostname/domain required.</li> </ul>																								
Monitoring	Pro-Active SNMP Polling (Circuit)	Proactive monitoring of DSL, Cable, 3G, 4G, FIOS, FW or T-1/E-1; VPN tunnel	7x24	\$11.67	<ul style="list-style-type: none"> <li>Includes SNMP query polling/trending/collection of statistics of circuit-terminating device (CPE) for: DSL, Cable, 3G, 4G, FIOS, FW or T-1/E-1; VPN tunnel, etc. when technically possible. Includes SNMP monitoring of carrier CPE. Requires CPE device to be a layer-3 (IP) device and capable of responding to SNMP queries (GETs). SNMP Monitoring includes: device type, model, serial number, firmware version, system name and uptime. Static IP address or Dynamic DNS-managed hostname/domain required. Other reporting to be added on an individual case basis with an additional charge to be assessed dependent upon the scope.</li> </ul>																								
Monitoring	Pro-Active HTTPS Polling (Circuit)	Proactive monitoring of DSL, Cable, 3G, 4G, FIOS, FW or T-1/E-1	7x24	\$11.67	<ul style="list-style-type: none"> <li>Includes HTTPS monitoring of telco CPE when technically possible; Requires CPE device to be an active web server (typically the device's management interface) and capable of responding to HTTP or HTTPS requests. Static IP address or Dynamic DNS-managed hostname/domain required.</li> </ul>																								
Monitoring	Pro-Active ICMP Polling (Device)	Proactive monitoring of VPN Router, Standalone AP, UPS, Analog Modem Backup, 3G Device;	7x24	\$9.00	<ul style="list-style-type: none"> <li>Includes ICMP monitoring of listed devices when technically possible; Requires device to be a layer-3 (IP) device and capable of responding to ICMP echo requests (PING). Static IP address, Dynamic DNS-managed hostname/domain, or dedicated backhaul connection into client private IP network required. Dedicated connection to client's privately-addressed network can be via VPN, point-to-point WAN, or addition of Contingent into client MPLS or other private WAN services. Costs for Contingent inclusion into dedicated WAN services will be borne by client or apportioned in monitoring fee per device.</li> </ul>																								
Monitoring	Pro-Active SNMP Polling (Device)	Proactive SNMP query polling/trending/collection of statistics of Router, Managed Switch, Wireless Access Point, UPS, 3G Device or any other IP-enabled, SNMP-capable device.	7x24	\$11.67	<ul style="list-style-type: none"> <li>Includes SNMP query polling/trending/collection of statistics of LAN devices to include Router, Managed Switch (up to 24 ports per charge), Wireless Access Point, UPS, Mobile Wireless Device, Power Management or any other IP-enabled, SNMP-capable device. Includes SNMP monitoring of IP device. Requires device to be a layer-3 (IP) device and capable of responding to SNMP queries (GETs). When supported by the device SNMP Monitoring includes: device type, model, serial number, firmware version, system name and uptime. Static IP address or Dynamic DNS-managed hostname/domain required. Other reporting to be added on an individual case basis with an additional charge to be assessed dependent upon the scope. Static IP address, Dynamic DNS-managed hostname/domain, or dedicated backhaul connection into Client private IP network required. Dedicated connection to Client's privately-addressed network can be via VPN, point-to-point WAN, or addition of Contingent into Client MPLS or other private WAN services. Costs for Contingent inclusion into dedicated WAN services will be borne by Client or apportioned in monitoring fee per device.</li> </ul> <table border="1" data-bbox="906 1396 1528 1879"> <thead> <tr> <th>Device Type</th> <th>Standard Parameters Included*</th> <th>Advanced (Optional) Parameters* (additional charge applies)</th> </tr> </thead> <tbody> <tr> <td>Router (Edge or Core)</td> <td>Device type, model, serial number, firmware version, system name and uptime, CPU utilization, memory utilization</td> <td>Authentication failures, malware preventions, IDS/IPS exceptions, IDS occurrences, rogue AP detection, port status/utilization, whitelist exceptions, VPN tunnel status (core only), VPN tunnel count (core only)</td> </tr> <tr> <td>Managed Switch</td> <td>Device type, model, serial number, firmware version, system name and uptime, port status</td> <td>Traffic per VLAN, traffic passed trunk port, % interface utilization, interface errors, interface discards</td> </tr> <tr> <td>Wireless Access Point</td> <td>Device type, model, serial number, firmware version, system name and uptime</td> <td>Number of associations, max number of associations</td> </tr> <tr> <td>UPS Device</td> <td>Device type, model, serial number, firmware version, system name and uptime</td> <td>% charge remaining, estimated run time, battery temperature, active alarms, battery status</td> </tr> <tr> <td>Mobile Wireless Device</td> <td>Device type, model, serial number, firmware version, system name and uptime Signal strength, radio status</td> <td>Not Available</td> </tr> <tr> <td>Power Management Device</td> <td>Device type, model, serial number, firmware version, system name and uptime</td> <td>AC outlet: status, voltage, cycles</td> </tr> <tr> <td>IP Voice Terminal Adapter</td> <td>Device type, model, serial number, firmware version, system name and uptime</td> <td>Not Available</td> </tr> </tbody> </table>	Device Type	Standard Parameters Included*	Advanced (Optional) Parameters* (additional charge applies)	Router (Edge or Core)	Device type, model, serial number, firmware version, system name and uptime, CPU utilization, memory utilization	Authentication failures, malware preventions, IDS/IPS exceptions, IDS occurrences, rogue AP detection, port status/utilization, whitelist exceptions, VPN tunnel status (core only), VPN tunnel count (core only)	Managed Switch	Device type, model, serial number, firmware version, system name and uptime, port status	Traffic per VLAN, traffic passed trunk port, % interface utilization, interface errors, interface discards	Wireless Access Point	Device type, model, serial number, firmware version, system name and uptime	Number of associations, max number of associations	UPS Device	Device type, model, serial number, firmware version, system name and uptime	% charge remaining, estimated run time, battery temperature, active alarms, battery status	Mobile Wireless Device	Device type, model, serial number, firmware version, system name and uptime Signal strength, radio status	Not Available	Power Management Device	Device type, model, serial number, firmware version, system name and uptime	AC outlet: status, voltage, cycles	IP Voice Terminal Adapter	Device type, model, serial number, firmware version, system name and uptime	Not Available
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Monitoring	Pro-Active SNMP Polling (Device)	Pro-Active Server & Workstation WMI/SNMP/SSH Active Monitor Polling. SNMP/WMI: (Server/Workstation: Windows 2K and newer and Server 2003 and newer OS) SNMP/SSH Active Monitor: Linux OS	7x24	\$9.00	<ul style="list-style-type: none"> <li>Includes SNMP/WMI/SSH active monitoring of supported PC/Server. Static IP address, Dynamic DNS-managed hostname/domain, or dedicated backhaul connection into client private IP network required. Dedicated connection to client's privately-addressed network can be via VPN, point-to-point WAN, or addition of Contingent into client MPLS or other private WAN services. Costs for Contingent inclusion into dedicated WAN services will be borne by client or apportioned in monitoring fee per device. Monitored criteria can be customized by the client. Changes to be limited to 3 per site per month before additional charges may apply. Any conditional variable supported via WMI or SNMP can be queried and collected. Client-defined or default values can be set to alert client and Contingent TAC in the event a minimum or maximum value threshold is reached. Standard services (HTTP, IMAP, SMTP, FTP, SQL, etc.) operation can be verified at a specified interval in supported Windows</li> </ul>
Traffic Flow	Real-time flow data collection and reporting	Collection and reporting of IP protocol flow data. NetFlow, sFlow, J-Flow, IPFIX, and NSEL are supported. Real-time view of flow data is provided via Customer Portal. Customized reporting is available for analysis of: Traffic and bandwidth utilization, application monitoring, user monitoring, security, traffic shaping, usage-based billing	7x24	\$9.00	<ul style="list-style-type: none"> <li>Must be purchased in conjunction with SNMP monitoring as described and priced in item numbers 1.0 thru 1.4 above (and meet all requirements therein). Includes real-time flow data collection and reporting. Collection and reporting of IP protocol flow data. NetFlow, sFlow, J-Flow, IPFIX, and NSEL are supported; final protocol implementation is manufacturer and firmware dependent. Real-time view of flow data available via Online Customer Care Center at <a href="http://www.contingent.net/cc">www.contingent.net/cc</a>. When supported by the device reporting provided for: Traffic and bandwidth utilization, inbound/outbound headroom, inbound/outbound traffic flow by hour, inbound/outbound utilization distribution, router memory utilization, router CPU utilization. Flow data collection requires that the device be capable of capturing flow data using one of the flow management formats referenced in the service description. Client required to configure the device to target their assigned Contingent MSP flow monitor server or grant temporary access to Contingent to make configuration modifications. Other reporting to be added on an individual case basis with an additional charge to be assessed dependent upon the scope.</li> </ul>
Peak Live Speed Test	Agent-based or agent-less subjective WAN speed/bandwidth testing and reporting	Testing and reporting of effective bandwidth (speed) from remote site edge to WAN core. WAN core can be Contingent MSP data center or client data center. Frequency and schedule of test packet-transfer is specified by the client.	7x24	\$5.00	<ul style="list-style-type: none"> <li>Must be purchased in conjunction with ICMP or SNMP monitoring as described and priced in item numbers 1.0 thru 1.4 above (and meet all requirements therein). Contingent MSP servers must have a minimum access to the target device in order to initiate packet transfers. Otherwise, a Contingent-managed agent device must be installed with an additional monthly charge. An agent device will also be required if the remote target device is not capable of participation in packet-transfer process.</li> </ul>
<b>Network Management Bundles<sup>1</sup></b>					
AlertX Standard Package	Network Management Bundle	State Monitoring ICMP-HTTPS (1 WAN Device), Level 2 Help Desk 5x8, Level 3 Help Desk 5x8, Remote Troubleshooting, Consolidated Monthly Invoice, On Line Portal Access & Account Management	7x24	\$20.00/site	<ul style="list-style-type: none"> <li>Includes ICMP or HTTP/HTTPS monitoring of IP device. Requires device to be a layer-3 (IP) device and capable of responding to ICMP echo requests (PING) or HTTP/HTTPS requests. Static IP address, Dynamic DNS-managed hostname/domain, or dedicated backhaul connection into client private IP network required. Dedicated connection to client's privately-addressed network can be via VPN, point-to-point WAN, or addition of Contingent into client MPLS or other private WAN services. Costs for Contingent inclusion into dedicated WAN services will be borne by client or apportioned in monitoring fee per device.</li> <li>12 Month Minimum Term</li> </ul>
AlertX Silver Package	Network Management Bundle	Contains all AlertX Standard elements plus: Proactive Monitoring SNMP (1 WAN Device), Proactive Monitoring SNMP (1 LAN Device), Traffic Flow, Depot and Advanced Exchange of Monitored Devices, RMA Management	7x24	\$33.00/site	<ul style="list-style-type: none"> <li>Includes SNMP monitoring of (2) IP devices. Requires devices to be layer-3 (IP) devices and capable of responding to SNMP queries (GETs). SNMP Monitoring also includes the option to customize up to three (3) unique SNMP variables per device type. Example: Interface Utilization, System Name, and Uptime. Static IP address, Dynamic DNS-managed hostname/domain, or dedicated backhaul connection into client private IP network required for targeted IP communication to each device. Dedicated connection to client's privately-addressed network can be via VPN, point-to-point WAN, or addition of Contingent into client MPLS or other private WAN services. Costs for Contingent inclusion into dedicated WAN services will be borne by client or apportioned in monitoring fee per site. Flow data collection requires that the device be capable of capturing flow data using one of the flow management formats referenced in the service description. Client will be required to configure the device to target their assigned Contingent MSP flow monitor server or grant temporary access to Contingent to make configuration modifications. Sampling rate and export intervals can be customized.</li> <li>36 Month Minimum Term</li> </ul>
AlertX Gold Package	Network Management Bundle	Contains all AlertX Standard and Silver elements plus: Proactive Monitoring SNMP (4 additional LAN Devices	7x24	\$94.00/site	<ul style="list-style-type: none"> <li>Includes SNMP monitoring of (6) IP devices.</li> <li>See additional information in AlertX Silver Package above.</li> <li>Includes SNMP/WMI/SSH active monitoring of supported PC/Server. Monitored criteria can be customized by the client. Changes to be limited to 3 per site per month before additional charges may apply.</li> </ul>

		plus one PC or Server OS), Onsite Troubleshooting, Level 2 Help Desk 7x24, Level 3 Help Desk 7x24, Peak Live Speed Test			<ul style="list-style-type: none"> <li>▪ Peak Live Speed Test: Contingent MSP servers must have a minimum access to the target device in order to initiate packet transfers. Otherwise, a Contingent-managed agent device must be installed with an additional monthly charge. An agent device will also be required if the remote target device is not capable of participation in packet-transfer process.</li> <li>▪ 36 Month Minimum Term</li> </ul>
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\*Minimums may apply

<sup>1</sup> Full Support of Client provided circuits can be added to these packages at an additional monthly price.

Extended Discount \_\_\_%

CLIENT

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Title \_\_\_\_\_

COMCAST ENTERPRISE SERVICES, LLC D/B/A CONTINGENT NETWORK SERVICES

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Title \_\_\_\_\_