



# SKC MANAGED SERVICES TERMS OF USE

(last updated June 12, 2015)

## 1. Access to Customer Network

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SKC's ability to access the Customer's network is essential to successful SKC Managed Services fulfillment. It is the responsibility of the Customer to provide and maintain network access in order for SKC to fulfill its obligations under the Managed Services SOW, including without limitation as follows:

- a. Customer will provide SKC access to its network and maintain the network connection for SKC to fulfill the service availability requirements set forth below for the duration of the SOW.
- b. SKC requests site-to-site VPN access for the highest level of service. Other connections will be considered on a case by case basis but may affect SKC's ability to meet its service availability requirements.
- c. Customer understands that interruptions to its network access will disrupt SKC's access to alarm monitoring, visibility to the schedule, and may delay help desk functions.
- d. If SKC fails to meet the service availability requirements due to an interruption of access to Customer's network, then Customer cannot initiate the Corrective Action Plan (below).

## 2. Service Management

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This section provides the service availability, monitoring of in-scope services and related components applicable to the services provided by SKC in the Managed Services SOW.

### a. Service Availability

The services provided by SKC in the Managed Services SOW include the following support:

- i. *Telephone Support: 24 x 7 Coverage*
  - A. SKC provides a toll free number with priority answer for all SKC Managed Services clients - 888.386.9752.
  - B. All incoming calls will receive live answer for immediate issue troubleshooting and resolution.
  - C. Customer may route calls directly into SKC or have end users call an internal help desk and then warm transfer all video related calls to the SKC VNOC. SKC can track customer ticket numbers if required.
  - D. If another resource is required, return calls will be made within thirty minutes.
- ii. *Tier 1 and Tier 2 Support; Manufacturer Escalation.* SKC will provide Tier 1 and Tier 2 Support and may escalate to the manufacturer for additional support if resolution is not reached within 1 business day. Tier 1 and Tier 2 Support and Manufacturer Escalation are defined as follows:
  - A. *Critical response* will occur only when Core infrastructure components fail. Thru SKC's Proactive Management Suite, our platform polls your video endpoints and infrastructure components every 60 seconds looking for any abnormalities, and automatically creates trouble tickets on anything outside of your desired settings and thresholds. SKC will begin immediate troubleshooting and escalate to manufacturer as deemed necessary. Response time will be within 1 hour of alert triggered. SKC will maintain ownership of issue until complete resolution.
  - B. *Major response* will occur when infrastructure and core business use hardware are severely impacted. As stated above, through polling, any abnormalities outside of desired settings and thresholds will automatically create trouble tickets. SKC will troubleshoot and escalate to

manufacturer as deemed necessary. Response time will be within 4 hours of alert triggered. SKC will maintain ownership of issue until complete resolution.

- C. *Minor response* will occur from alerts found when conducting sweeps. Sweeps are performed by SKC during normal business hours, M-F, 8:00 am – 6:00 pm CST. Response time will be within 4 – 6 hours. SKC will troubleshoot and consult customer as necessary.
- D. **Tier 1 Support** -- *for localized issues with any particular video system*
  - Verify that all of the physical connections are in place
  - Assist in troubleshooting and room configuration changes like monitor or audio settings
  - Assist in issuing an RMA from the manufacturer and phone support for connecting the replacement device
  - Assist with any issues in connecting to a device primarily concentrating on the dial string being entered on the video endpoint
  - Capture logs from endpoints to be analyzed by the manufacturer support
- E. **Tier 2 Support** -- *for any global issues with a video endpoint or any infrastructure device*
  - Assisting network team in issues that are being experienced with call failures or routing issues
  - Configuration recommendations of any infrastructure devices or changes to improve call flow and handling
  - Technical assistance with information about incorporating third party devices into the video network
  - Troubleshooting call failures that are being dialed to correct destinations
  - Capturing logs and packet traces from infrastructure or endpoints to be analyzed by manufacturer
- F. **Manufacturer Escalation** -- *for analyzing any logs from the device and packet captures to determine any advanced issues that need to be determined*
  - Tier 1 or Tier 2 requesting RMA of an endpoint or video device
  - Any issue that needs to be escalated to the SKC Research and Development team
- G. **Initiation of Service Requests**
  - All phone calls will be logged in SKC's ticketing system and receive a unique case number.
  - Cases will be followed up on daily until mutual resolution is reached and Customer agrees that the case is closed.
  - Any service requests submitted via email will be responded to within 4 business hours.

## b. Monitoring of In-Scope Services

- i. *Equipment Monitoring: 24x7*
  - Automated equipment monitoring and proactive resolution is provided 24x7.
  - Customer is required to provide access to the Management Software Platform (Polycom CMA or Cisco TMS).
  - Manual equipment sweeps will be done during normal business hours (M-F, 8:00am-6:00pm Central Time).
  - SKC will check configuration settings for changes and adjust anything that does not meet customer defined standard settings.
  - SKC will conduct test calls between endpoints to ensure successful call connections can be made.



- SKC will notify the client of any alarm resolution not achievable within one hour by SKC VNOOC staff.
- Scheduled call connections will be monitored for service interruption. Any call failures will be reconnected within 5 minutes of disconnection.
- Please note that monitoring may be limited to the capabilities of the management software platform for different manufacturer video systems.

ii. *Software Updates and Upgrades*

- Software upgrade alerts will be provided on a monthly basis.
- Software will be tested by SKC before recommendations are made to the customer for upgrade.
- Upgrades will only be made with acceptance/clearance from the Customer.
- Upgrades will be performed during normal business hours (M-F, 8:00am-6:00pm Central) when possible, but may be performed after-hours depending on system availability provided by the customer.
- Manufacturer extended warranties must be maintained to be eligible for this service.
- Any upgrades requiring onsite support will be quoted separately at a discounted Time & Material rate.

iii. *Scheduling Management & Call Testing*

- Scheduling requests may be called in 24x7 to the SKC Managed Services support line.
- Emailed scheduling requests will be entered and monitored during normal business hours (M-F, 8:00am-6:00pm Central Time).
- Call testing will be scheduled during normal business hours (M-F, 8:00am-6:00pm Central Time) with all parties involved. Testing will take place at least 24 hours in advance of the scheduled call start time. The only exception being ad-hoc meeting scheduling.
- SKC requests at least 24 hour notice on scheduling requests to allow ample time for call testing.

**c. Related Components Applicable to the Managed Services**

i. *Concierge/White Glove Services*

- Within a full-solution deployment, Concierge/White Glove Service are unlimited but do require notification.
- SKC can automatically launch calls to all participants with scheduling notification. SKC requests 24 hour notice to allow for call testing.
- SKC can fully monitor calls as a silent participant for call production (changing layouts, muting/unmuting participants, pushing content) with 48 business-hours advance notice.
- Concierge services are free of charge up to twenty instances per month. Needs exceeding this amount will be subject to a technician hourly rate of \$80/hour for remote assistance.

ii. *Monthly Reporting*

- All cases (tickets) opened by SKC from sweeps, incoming calls, & alarm resolution will be documented and provided to the customer monthly. Reports will include unique case numbers, status of the case, any comments made by SKC technicians, and date stamps of case opening, closing, and age.
- Usage reporting captured by video management software (Polycom CMA or Cisco TMS) will be organized and provided to the customer monthly. Reports will include usage per location and location ranking, peak usage times, bandwidth evaluations, and infrastructure alerts to port and licensing capacity thresholds.
- Reports will be delivered within the first 15 days of the following month of the reporting period.



### 3. Out of Scope Service Requests

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Any service requests outside of the scope of the services defined within the Managed Services SOW will be escalated to the proper resources at SKC. SKC will alert the proper Customer resources to execute a new SOW for the request.

### 4. Corrective Action Plan

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Failure on the part of SKC to satisfactorily perform support as set forth in the *Service Management* section will result in the following plan, provided Customer has first given SKC prompt written notice that it is not meeting its response or escalation times in a satisfactory manner. Reasonable and customary business standards will be used in assessing non-performance.

- a. **Non Performance Corrective Action Plan.** SKC agrees that if it fails to perform as set forth in the *Service Management* section above on any occasion the parties will develop a Corrective Action Plan (“CAP”) within twenty-four (24) hours of any such failure, and such CAP will be reviewed on a weekly basis to determine if the cause of such failure has been corrected as measure against metrics established in the CAP. Weekly reviews will continue until the parties agree that the root cause of the non-performance event has been determined and corrected.
- b. **Corrective Action Plan Escalation.** SKC agrees that if the CAP fails to reach mutual agreement of problem correction within one month, client will be escalated to SKC Executive Management for discussion. SKC Executive Management will review the issue and propose a reasonable performance credit to be applied to the Customer’s following invoice.

### 5. Managed Service Deployment

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SKC will provide full support for the program including evaluation, data collection, service setup and continuing support after launch. Customer is responsible for providing a complete asset list of equipment to be monitored and access to this equipment.

SKC will assign a project manager (“PM”) that engages at the time Customer’s sales order and signed SOW is booked with SKC, and disengages when Customer is transitioned to SKC Managed Services Technical Support. The PM serves as a single point-of-contact, responsible for ensuring a successful solution. Working closely with the designated Customer liaison, the PM directs the efforts of the entire SKC team with a clear focus on all aspects of evaluation, development, testing, and orientation.

The SKC Managed Services implementation is a four step process – *Access, Assets, Testing and Transition*. The final two steps are dependent on completion of the first two steps. Access to the video management software platform and completion of the video infrastructure installation (if applicable) are the most important factors in completing the on-boarding. This timeline will be based on the implementation and/or management of the video infrastructure and Supplier’s access to it. SKC estimates the on-boarding of this service to require 30 days, but delays in steps one and two can cause a longer period. The SKC Managed Services term begins once the on-boarding process is complete; however, if Customer actions or inaction delay the on-boarding process beyond 60 days from the effective date of this SOW, the SKC Managed Services will begin on the 61st day after the SOW effective date.

To be eligible for service and billing, video endpoints must meet the following requirements:

1. System has current manufacturer maintenance and is registered to management software and accessible via SMS for proactive monitoring
2. System configuration verified and standards applied
3. System is able to be “pinged” by SKC VNOC and placed into test calls
4. System information is documented on the asset list



To begin the on-boarding process, SKC will review the on-boarding checklist, establish timelines for set up, and start the discussion on protocol development and access initiation. Following the kickoff call, SKC will work with the designated contacts to establish network connectivity. Once a virtual private network (“VPN”), or other connection, is tested and approved, SKC will conduct weekly meetings with the client to provide project status updates and review outstanding issues. Outside of these meetings, our PM will be in contact with on an as-needed basis to assist in building the asset list and completing the on-boarding materials to ensure a smooth, efficient transition into the managed services environment. SKC and client will establish escalation protocols in the following areas: Help Desk issues, equipment replacement, network issues and the software upgrading process.

## 6. Project Activities

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Activities included in SKC Managed Services’ full solution deployment:

- Capture Customer’s initiatives for video growth and develop reporting metrics for quarterly analysis
- Capture Customer equipment information per the SKC asset list
- Capture Customer network map or create a network map based on information provided by the Customer
- Implement site-to-site VPN access between the SKC VNOC and the Customer
- Conduct test calls to individual sites to ensure proper connections, registration and system setup
- Develop an escalation protocol between SKC and Customer based on the nature of the issue
- Transition the Customer to full managed services environment
- Provide monthly reporting on usage and network health, as well as a quarterly analysis based on the goals set forth by the Customer

## 7. SKC Responsibilities

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SKC will be responsible for:

- Assigning applicable resources to the project once the order and SOW has been received and accepted by SKC
- Coordinating an initial meeting with Customer to review the delivery process
- Coordinating regular project planning meetings with customer representatives to agree on the project plan and terms of completion signoff
- Working with Customer’s primary contact to gather all required information necessary for producing all deliverables
- Providing periodic status reports and/or scheduled status meetings as necessary with the Customer’s project resources
- Delivering all information gathered throughout the project electronically to the Customer’s primary contact

## 8. Customer Responsibilities

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Customer will provide:

- Named resources with contact information and access to these individuals at agreed upon times
- Remote system access to SKC via site-to-site VPN
- Provide VM collector on premise for SKC Management Suite (“SMS”) monitoring and network access to it
- Access to video endpoints, data, and other information necessary for completion of this project
- Completion of all requested information, at least two (2) weeks in advance of any applicable SKC deliverable deadline



- All Customer stakeholders' participation at every stage of the specific project based on a mutually agreed upon schedule for Customer and SKC
- Performance of any Customer-based tasks required to complete project completion signoff within the mutually agreed timeframe
- Functional video infrastructure and management software with current manufacturer maintenance coverage
- Trained personnel for the duration of the project for the purposes of administering any necessary changes to infrastructure

Customer will cooperate with SKC as reasonably necessary for SKC's performance of its obligations, including providing full, free and safe access to its facilities and telephone numbers, network addresses and passwords necessary for remote access, as applicable.

## 9. General Terms and Conditions

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SKC warrants to Customer that the SKC Managed Services will be carried out in a professional and workmanlike manner by qualified personnel consistent with this SOW. If any services have not been so performed, and SKC receives Customer's detailed request to cure a non-conformance, within 30 days of performance of such services, then SKC will promptly re-perform those non-conforming services. This remedy will be Customer's sole and exclusive remedy and will be in lieu of any other rights or remedies Customer may have against SKC with respect to the non-conformance of SKC Managed Services. EXCEPT AS SET FORTH IN THIS SECTION, NEITHER SKC NOR ITS SUPPLIERS MAKES ANY EXPRESS REPRESENTATIONS, WARRANTIES OR INDEMNIFICATION WITH RESPECT TO THE SKC MANAGED SERVICES OR OTHERWISE RELATED TO THIS SOW, AND SKC DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FOR THE AVOIDANCE OF DOUBT, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES IN A SUPPORTED PRODUCT, SUPPORTED SYSTEM OR NETWORK WILL BE DETECTED OR THAT SKC MANAGED SERVICES WILL RENDER THEM SAFE FROM SECURITY BREACHES.

EXCEPT FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, NEITHER SKC NOR CUSTOMER SHALL BE LIABLE FOR (a) ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT, OR CONSEQUENTIAL DAMAGES, (b) ANY LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE, AND (c) TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS SOW IN EXCESS OF THE FEES PAID OR PAYABLE BY CUSTOMER FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE GIVING RISE TO THE CLAIM. THIS SOW IS SOLELY FOR THE BENEFIT OF SKC AND CUSTOMER AND SHALL CONFER NO RIGHTS OR BENEFITS TO THE ANY THIRD PARTIES. EXCEPT AS SET FORTH ABOVE OR TO THE EXTENT CONTRARY TO APPLICABLE LAW, THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE.

SKC may assign this SOW to any of its affiliated entities or to any entity to which SKC may sell, transfer, convey, assign or lease all or substantially all of the assets used in connection with its performance under this SOW. SKC may subcontract any or all of its obligations under the SOW, but will retain responsibility for them. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including without limitation, fire, flood, act of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, and inability to secure materials or transportation facilities. The failure of either party to assert any of its rights under this SOW is not a waiver by that party of its right later to enforce this



SOW in accordance with its terms. This SOW constitutes the entire understanding of the parties with respect to its subject matter and will supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between them relating to that subject matter and will not be contradicted or supplemented by any prior course of dealing between the parties; provided, however, that if there is a master agreement between SKC and Customer, any conflicting or additional terms in such master agreement shall govern. SKC reserves the right, at its sole discretion, to change or modify portions of these Terms of Use at any time without further notice; provided, however, that and changes or modifications that are materially adverse to Customer require Customer's prior written approval before applicable.

## **10. Managed Services Payment Terms & Billing Schedule**

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### **a. Payment Terms**

SKC's payment terms are net 30 from invoice date, with approved credit. SKC accepts payment by check, ACH, or wire transfer. P-card, Visa, MasterCard, Discover or American Express options are also available for advance payments less than \$25,000. Invoices can be mailed, e-mailed, or posted to client's online invoicing portal. Past due amounts may be subject to a late charge of 1 ½% per month and/or termination of the SKC Managed Services by Customer without cause (provided that upon such termination, Customer remains obligated to pay the SKC Managed Services fees for the remaining term).

### **b. Billing Schedule**

SKC Managed Services will be invoiced monthly. SKC Managed Services set-up fees will be billed following the initial kickoff call. Additional fees will be billed on a monthly basis and will be invoiced immediately following installation signoff for all new infrastructure deployments, or following the initial kickoff meeting for existing infrastructure.

### **c. Tax and Shipping**

Applicable sales tax and shipping fees will be added to the project invoice(s). If you are tax exempt, please send exemption certificate(s) to [accounts.rec@skccom.com](mailto:accounts.rec@skccom.com), or fax to (800) 454-4752, attention Accounts Receivable.