



State of Oklahoma

Office of Management and Enterprise Services

**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH PEAK METHODS, INC.
RESULTING FROM SOLICITATION NO. 0900000251**

This Addendum 1 ("Addendum") is an Amendment to the Contract awarded to Peak Methods, Inc. ("Peak") in connection with Solicitation No. 0900000251 ("Solicitation") and is effective October __, 2017.

Recitals

Whereas, the State issued a Solicitation for proposals to provide Managed Internet Broadband Services, as more particularly described in the Solicitation;

Whereas, Peak submitted a proposal which did contain exceptions to the Solicitation terms; and

Whereas, the State and Peak have negotiated the final terms under which Peak will perform the Services under the Contract.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. Addendum Purpose.

This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Peak simultaneously with execution of this Addendum. The parties agree that Peak has not yet begun performance of work contemplated by the Solicitation.

2. Negotiated Documents of the Contract.

2.1. The parties have negotiated certain terms of the Contract as follows:

- i. revisions to Master Service Agreement as contained in Attachment A to this Addendum, which will be used executed by customers purchasing services under the Contract.

- 2.2. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

**State of Oklahoma by and through the Office
of Management and Enterprise Services**

By: _____

Name: James L. Reese, II

Title: Chief Information Officer

Date: 10-6-17

Peak Methods, Inc.

By: _____

Name: TRAVIS FLAKE

Title: VP OF Sales

Date: 9/29/17



MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is a Contract Document in connection with the Contract issued as a result of Solicitation No. 0900000251 (the "Solicitation") and entered into between Peak Methods, Inc. ("Peak" or "Service Provider") and the State of Oklahoma by and through the Office of Management and Enterprise Services ("State"), the terms of which are incorporated herein. For purposes of this agreement, the term "Client" shall refer to the State's subsidiaries and affiliates who may request work by Service Provider under this Agreement, and, to the extent of such requests, such subsidiary or affiliate shall receive rights and bear the obligations of Client set forth in this Agreement.

Service Provider: **Peak Methods, Inc.** an Oklahoma corporation, dba Peak UpTime
823 S Detroit Ave., Suite 200
Tulsa, OK 74120

Client: _____

RECITALS:

WHEREAS, Client desires to utilize the services of Service Provider as described herein and Service Provider desires to provide such services to Client;

WHEREAS the parties desire to establish certain terms and conditions that will be applicable to all such services;

AGREEMENTS:

NOW THEREFORE, in consideration of the premises and the following mutual covenants, the parties hereby agree:

1. **APPLICABILITY:** Unless specifically varied or waived by a writing signed by both parties after the date hereof, the terms of this Agreement shall apply to any and all contracts, purchase orders, work orders, statements of work, or other agreements arising after the date hereof, whether or not in writing, by the terms of which Service Provider supplies to Client any services or any combination of services and materials and all performances of services and/or supply of materials and equipment. When Client desires Service Provider to perform any services or supply any materials and equipment, Client shall so advise Service Provider by issuance of written purchase orders, work orders, supplemental agreements (collectively "Order" See Exhibits A-

SOW & B-Pricing). Upon acceptance of any Order by Service Provider and without necessity of further reference therein, this Agreement shall become an integral part of the Order.

2. PERFORMANCE: Any Order accepted by Service Provider shall be promptly undertaken by Service Provider and carried out with due diligence, and in a good workmanlike and commercially reasonable manner, to completion and in compliance with any dates or times for performance prescribed in the Order.

3. PRICING/PAYMENT: Service Provider shall be compensated for the services performed and materials and equipment supplied at the prices agreed to in writing at the time of commencement of performance of services or shipment of materials and equipment. Any price increase will be subject to terms within the Order. Absent such terms, any price increase will be communicated in writing and in no event be effective until thirty (30) days after notice to Client. Special pricing as in the case of bids, quotations and discounts will apply upon the subsequent agreement of Service Provider and Client. Proper invoices submitted in accordance with this Agreement and Oklahoma law shall be due and payable within thirty (30) days after receipt by Client; however, Service Provider agrees that payment received in accordance with applicable Oklahoma law allowing forty-five (45) days shall not constitute default hereunder nor entitle Service Provider to late payment fees or interest. Any applicable late fees or interest incurred after forty-five (45) days of nonpayment shall be paid only in accordance with Oklahoma law. Payment made under the Agreement shall not foreclose the right to recover wrongful payments.

4. NONPAYMENT: If Client's account becomes past due, Client will receive written notice to that effect and will have thirty (30) business days to respond to the notification (cure period). If Client fails to respond to the past due notification and make arrangements acceptable to Service Provider to bring the account current within the thirty (30) business days of notification, Service Provider may, in its sole discretion, resort to any one or more of the following remedies: (i) cease the provision of all Orders until such time as Client responds to the past due notification and brings its account completely current; (ii) modify the payment terms herein to require full payment before the provision or continued use of all Services (both currently contracted and scheduled future provisioned); (iii) require other assurances to secure Client's payment obligations hereunder; (iv) terminate this Agreement and any Order, as applicable to Client; and (v) any and all other remedies at law or equity.

5. TAXES: Pursuant to Section 6.A. of the Oklahoma Constitution and 68 O.S. §§ 1404, 1352, and 1356, Client is exempt from the assessment of State sales, use and excise taxes.

6. TERM: This Agreement shall remain in force for a period of three (3) years (hereinafter "Initial Term"). In the event no funds or insufficient funds are appropriated and budgeted to pay any amounts due under this agreement, then the Agreement shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to Client of any kind. This Agreement may be terminated by Client upon breach of this Agreement by Service Provider, provided however that Client must give Service Provider thirty (30) days written notice of such alleged breach and Service Provider shall have failed to commence remedying such alleged breach within said thirty (30) days. Further, this

Agreement may be terminated by Service Provider upon breach of this Agreement by Client, provided however that Service Provider must give Client thirty (30) days written notice of such alleged breach and Client shall have failed to commence remedying such alleged breach within said thirty (30) days. Notwithstanding the foregoing, this Agreement may also be terminated by Service Provider with thirty (30) days' notice to Client for any reason whatsoever.

7. CONFIDENTIAL INFORMATION:

A. Nondisclosure of Confidential Information. Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, vendors, employees, customers, technology, products, and other information held in confidence by the other party (hereinafter collectively "Confidential Information"). Confidential Information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Confidential Information will also include, but not be limited to, Service Provider Technology and Client Technology. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or to the limited extent required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to such party's attorneys, accountants and other advisors as reasonably necessary), any Confidential Information of the other party. Each party will take reasonable precautions to protect the confidentiality of the Confidential Information of the other party that are at least as stringent as it takes to protect its own Confidential Information.

B. Exceptions. Information will not be deemed Confidential Information if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; (iv) is independently developed by the receiving party without use of or reference to the Confidential Information of the disclosing party; or (v) is subject to disclosure under the Oklahoma Open Records Act. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

C. Definitions.

(i) "Service Provider Technology" shall mean Service Provider's proprietary technology, copyrights, trademarks, patents, and other intellectual property rights, including the Orders, software tools, hardware designs, algorithms, software (in source and

object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, trade secrets and any related intellectual property right throughout the world (whether owned by Service Provider or licensed to Service Provider from a third party) and also including any derivatives, improvements, enhancements or extensions of Service Provider Technology conceived, reduced to practice, or developed during the term of this Agreement by either party that are not uniquely applicable to Client.

(ii) “Client Technology” shall mean Client’s proprietary technology, including Client’s Internet operations design, content, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), trade secrets and any related intellectual property rights throughout the world (whether owned by Client or licensed to Client from a third party) and also including any derivatives, improvements, enhancements or extensions of Client Technology conceived, reduced to practice, or developed, during the term of this Agreement solely by Client.

8. INTELLECTUAL PROPERTY:

A. Ownership. This Agreement does not transfer to Client any Service Provider Technology, and all right, title and interest in and to Service Provider Technology will remain the sole property of the Service Provider. Except for the rights expressly granted herein, this Agreement does not transfer to Service Provider any Client Technology, and all right, title and interest in and to Client Technology will remain solely with Client. Service Provider and Client each agree that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets of the other party.

B. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, Service Provider is not prohibited or enjoined at any time from utilizing any skills or knowledge of a general nature created by Service Provider during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Service Provider.

C. License Grants. Service Provider agrees that, if in the course of accessing and using the Services, it is necessary for Client to use certain items of Service Provider Technology, Client is hereby granted a revocable, limited, nonexclusive, personal, royalty-free license, during the term of this Agreement, to use the Service Provider Technology solely for purposes of accessing and using the Services. Client shall have no right to use the Service Provider Technology for any purpose other than accessing and using the Services in accordance with the terms of this Agreement. Client agrees that if, in the course of performing the Services, it is necessary for Service Provider to use Client Technology, then Service Provider is hereby granted a limited, nonexclusive, personal, royalty-free license, during the term of this Agreement, to use the Client Technology solely for the purposes of delivering the Services to Client. Service Provider shall have no right to use the Client Technology for any purpose other than providing the Services.

9. DISCLAIMERS AND LIMITATION OF LIABILITY: SERVICE PROVIDER WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH COMMERCIALY REASONABLE INDUSTRY STANDARDS. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, SERVICE PROVIDER MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SECURITY OF THE INTERNET CONNECTIONS OR OPERATION OF CLIENT'S EQUIPMENT, OR ABILITY OF ANY BACKUP SERVICES TO RE-ESTABLISH OPERATION OF CLIENT'S EQUIPMENT. SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL MEET SPECIFIC REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SERVICE PROVIDER DOES NOT WARRANT ANY CONNECTION TO, TRANSMISSION OVER, NOR RESULTS OF, ANY SOFTWARE, NETWORK CONNECTION OR FACILITIES OR EQUIPMENT NOT PROVIDED BY SERVICE PROVIDER TO CLIENT UNDER THIS AGREEMENT. CLIENT IS SOLELY RESPONSIBLE FOR ASSESSING ITS OWN COMPUTER AND TRANSMISSION NETWORK NEEDS, CONTENT AGGREGATION AND STREAMING NEEDS AND THE SUITABILITY OF THE SERVICES TO MEET THOSE NEEDS. SERVICE PROVIDER DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR THE FAILURE OF ANY HARDWARE OR SOFTWARE NOT DUE TO SERVICE PROVIDER'S NEGLIGENCE. SERVICE PROVIDER WILL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS AND LOST REVENUES). CLIENT'S EXCLUSIVE REMEDIES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTIONS WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE DOLLAR AMOUNT WHICH SERVICE PROVIDER HAS COLLECTED FROM CLIENT HEREUNDER.

Notwithstanding anything to the contrary in this Agreement, the foregoing provisions of this Section shall not apply to or limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Service Provider; Service Provider's indemnity obligations under this Agreement; or other acts for which applicable law does not allow exemption from liability.

No provision of this Agreement, or other supplements, amendments, or other documents related to this Agreement, providing for a limitation of liability of Service Provider or other third parties, or indemnification or exculpation of Service Provider or other third parties, shall be enforceable against OMES and/or Client except to the extent permitted by Oklahoma law. Notwithstanding any provisions to the contrary in this Agreement, any supplement or amendment to this Agreement, or other documents related to this Agreement, Oklahoma law will govern the interpretation and enforceability of any limitation of liability, indemnity, or exculpation provision in this Agreement, supplements or amendments to this Agreement, or other applicable or related documents.

10. NON-SOLICITATION. During the term of this Contract and for a period of two (2) years following, neither party shall solicit for employment or offer a contract for services to any employee or representative of the other without written consent of the other party. This provision shall not restrict the right of either party to engage in general public solicitation or recruitment efforts, nor shall it prohibit either party from hiring an employee of the other who responds to such public solicitations or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by the hiring party.

11. ENTIRE AGREEMENT: The Solicitation and this Agreement contains the entire understanding between parties, and all of its terms, conditions and covenants shall be binding upon and shall inure to the benefit of the respective parties and their heirs, successors and assigns. No modification or waiver hereunder shall be valid unless the same is in writing and is signed by the party sought to be bound.

12. INDEMNIFICATION: See Section A.31 of the Solicitation.

SERVICE PROVIDER SHALL BE SOLELY RESPONSIBLE FOR (I) HOURS, HIRING, DISCIPLINE, TERMINATION, AND WORK ASSIGNMENTS OF ITS EMPLOYEES AND SUBCONTRACTORS; AND (II) THE PAYMENT OF ALL WAGES, SALARY, OR OTHER COMPENSATION; ALL INCOME, DISABILITY, WITHHOLDING, SOCIAL SECURITY AND OTHER EMPLOYMENT TAXES; ALL MEDICAL BENEFIT PREMIUMS, VACATION PAY, SICK PAY, AND ALL OTHER FRINGE BENEFITS DUE ON ACCOUNT OF SERVICE PROVIDER'S PROVISION OF SERVICES HEREUNDER.

13. INSURANCE: See Section A.20 of the Solicitation.

14. ASSIGNMENT: This Agreement may not be transferred or assigned by Client without the prior written consent of Service Provider.

15. GOVERNING LAW: This Agreement shall be deemed to have been made in the State of Oklahoma, and its validity, construction and effect shall be governed by and construed under the laws and judicial decisions of the State of Oklahoma, disclaiming any conflicts of laws principles that might apply.

16. JURISDICTION AND VENUE: The parties agree that the exclusive jurisdiction for any action necessary to enforce or interpret the terms of this Agreement shall be the state and federal courts situated in the County of Oklahoma, State of Oklahoma.

17. FORCE MAJEURE: Service Provider and/or Client shall not be liable to or through the other party for delays or inability to perform due to circumstances beyond its control including, without limitation, fire, flood, explosion, severe weather, acts of God, war, terrorism, or other hostilities, civic commotion, acts of government, acts or omissions of other contractors, inability or difficulty in obtaining parts, lockout or other form of labor action.

18. NO THIRD PARTY BENEFICIARIES. Service Provider and Client agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement, including but not limited to the insurance providers for either party or the customers of Client.

19. SEVERABILITY: If any provision of this Agreement is held to be contrary to the law, then the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

20. NOTICE: Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party as listed herein or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered, mailed, emailed, faxed or sent, whichever is earlier.

21. RELATIONSHIP OF PARTIES: Service Provider and Client are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Service Provider and Client. Neither Service Provider nor Client will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

22. ENTIRE AGREEMENT: The Solicitation, this Agreement and all Orders, including any and all appendices, attachments, documents, exhibits, and schedules which are hereby incorporated herein by reference, constitute the complete and exclusive Agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. In the event of any conflict between the terms of this Agreement and any Orders that cannot be effectively reconciled, the conflict will be resolved in favor of this Agreement. Any additional or different terms in any purchase order or other response by Client shall be deemed objected to by Service Provider without need of further notice of objection, and shall be of no effect or in any way binding upon Service Provider.

23. COUNTERPARTS AND ORIGINALS. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Once signed by both parties, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original. This Agreement may be changed only by a written document signed by authorized representatives of Service Provider and Client in accordance with this Section.

24. SURVIVAL: The provisions intended to survive will survive any expiration or termination of the Agreement.

IN WITNESS WHEREOF, the parties have executed and dated this Agreement below, and the individuals signing the Agreement affirm that they have the requisite authority to enter into the Agreement on behalf of the organization.

"Service Provider"

Peak Methods, Inc.

By: 

Name: Travis Flake

Title: VP of Sales

Date: 9/29/17

"Client"

By _____

Name: _____

Title: _____

Date: _____

TABLE OF EXHIBITS

EXHIBIT A	Scope of Work
EXHIBIT B	Pricing
EXHIBIT C	Schedule of Work (TBD)
EXHIBIT D	SLA

Scope of Work (SOW)

Network- WAN, LAN, WLAN

Firewall Management

VPN tunnel Management

Switch port management

Uptime management for all locations

Uptime monitoring of Network equipment, including Wireless.

• Core Switch Managed Services:

- A “core” switch is defined as any switch that provides routing at layer 3 and acts as a gateway to the wide area network, other local network segments, or the Internet.
- Core Switch Managed Services include
 - Device monitoring for up/down status
 - Bandwidth utilization monitoring (if available depending on device and /or carrier)
 - Monthly reporting
 - OS updates
 - Configuration backup
 - Break/Fix services for established configuration
 - TAC escalation
 - RMA processing and tracking as required
 - Limited configuration changes.
 - Port assignment
 - User Administration
 - Uplink ports
 - LAG groups
 - Peak Uptime requires at a minimum, 1 unique set of user credentials and may request user specific user credentials for Peak Uptime technical staff.
 - For devices not under manufacturer warranty, Peak Uptime will support the device on a best effort basis. A proposal for a new device may be presented in the event of a significant event causing prolonged support hours.

• Edge Switch Managed Services:

- An “edge” switch is defined as any switch that provides connectivity to end user devices. Typically an edge switch is layer 2 only and does not act as a gateway to other network segments.
- A “stack” or “virtual chassis” consisting of 2 or more edge switches will be managed as a single device and charged at no more than 2 devices per stack.
- Edge Switch Managed Services include

- Device monitoring for up/down status
- Bandwidth utilization monitoring (if available depending on device and /or carrier)
- Monthly reporting
- OS updates
- Configuration backup
- Break/Fix services for established configuration
- TAC escalation
- RMA processing and tracking as required
- Limited configuration changes.
 - Port assignment
 - User Administration
 - Uplink ports
 - LAG groups
- Peak Uptime requires at a minimum, 1 unique set of user credentials and may request user specific user credentials for Peak Uptime technical staff.
- For devices not under manufacturer warranty, Peak Uptime will support the device on a best effort basis. A proposal for a new device may be presented in the event of a significant event causing prolonged support hours.

• **Wireless Managed Services:**

- Wireless Managed Services include
 - Controller maintenance (if physical controller)
 - Device monitoring for up/down status
- Controller (if physical controller)
- WAP (when possible depending on device)
 - Monthly reporting
 - OS updates
 - Configuration backup
 - Break/Fix services for established configuration
 - TAC escalation
 - RMA processing and tracking as required
 - Limited configuration changes.
- Existing SSIDs
 - Peak Uptime requires at a minimum, 1 unique set of user credentials and may request user specific user credentials for Peak Uptime technical staff.
 - For devices not under manufacturer warranty, Peak Uptime will support the device on a best effort basis. A proposal for a new device may be presented in the event of a significant event causing prolonged support hours.

(Wireless managed service does not include cable drop replacement, only root cause diagnosis.)

Remote Firewall Managed Services includes:

- Device monitoring for up/down status
 - Bandwidth utilization monitoring (if available depending on device and /or carrier)
 - Configuration backup
 - Break/Fix services for established configuration
 - TAC escalation
 - RMA processing and tracking as required
 - Limited configuration changes.
- o Port assignment
 - o User Administration
 - o NATting
 - o Firewall rules
- Peak Uptime requires at a minimum, 1 unique set of user credentials and may request user specific user credentials for Peak Uptime technical staff.
 - For devices not under manufacturer warranty, Peak Uptime will support the device on a best effort basis. A proposal for a new device may be presented in the event of a significant event causing prolonged support hours.

On-site Support

Should you need on-site assistance, Peak UpTime will dispatch a technician to your location. (Network and Firewall Support includes Unlimited Remote, travel charge may apply for On-Site visit)

EXHIBIT B

(Insert price quote)

Schedule of Work

Onboarding (Month / Year)

- Installation of Network Probes
- Best Practice Recommendations
- Apply Best Practice Recommendations

Immediately following onboarding:

- Network Support includes Unlimited Remote and On-Site as Needed

SLA

At Peak UpTime, we pride ourselves on providing world-class service to our customers 24 hours a day, 7 days a week. To accomplish this, the majority of our customers provide us with a permanent connection to their systems. Peak utilizes secure, encrypted access and monitoring via our NOC. For those clients who do not wish to provide Peak UpTime with permanent access to their systems, our support department will utilize desktop streaming software to allow end-users to securely initiate an on-demand remote service session directly from their desktop. Remote access of either type eliminates costly onsite service charges and provides faster service times.

When remote or on-site service is needed, we schedule according to severity:

EMERGENCY SERVICE (Priority 1) – Peak UpTime will strive to assure that all emergency calls are responded to within two (2) hours of the time the request is received. A service emergency is defined as:

- Total system failure (Network, Email, production Server, Telephony/UC System)
- Business impacting failure of managed application
- Failure of managed Internet/WAN connectivity

CATASTROPHIC FAILURE (Priority 1) - A Catastrophic failure shall be considered an Emergency with the appropriate 2 hour response time. The immediate goal of servicing a catastrophic failure is to restore operation of the system(s). This will be accomplished by:

- Providing service with respect to equipment which can be made operational on-site.
- Providing service utilizing equipment from Peak UpTime stock. This may or may not make the system fully operational with respect to the customized applications belonging to the customer.
- Providing a replacement systems with respect to items that are not normally carried in stock.

Peak UpTime will coordinate with the company and/ or their insurance carrier to ensure prompt restoration of service.

URGENT SERVICE (Priority 2) -Urgent Service is defined as a significant percentage of operational systems being inoperative. Urgent Service requests will be responded to the same working day as the request is received.

ROUTINE SERVICE (Priority 3) -Routine Service calls will be responded to within 24 hours of the time the call is received. All routine work will be performed during normal business hours, unless pre-scheduled by client.

MOVE/ADD/CHANGE (Priority 4) -Moves, Adds and Changes (MAC) will be scheduled with respect to parts and labor availability. Most MAC work will be completed in a 3 to 5 day window from the time a call is received if parts are in stock. Significant MAC work should be prescheduled with as much lead time as possible as it may take 2-3 weeks to obtain parts from some vendors.

ACCESSING SUPPORT

For your protection, we ask that all service requests (with the exception of Service Emergencies) be sent to Peak UpTime in writing. A written service request allows us to make sure that we have all the information we need prior to beginning work. A written service request also protects the customer from unauthorized personnel scheduling service via telephone.

You can initiate a written service request in the following ways:

VIA EMAIL: help@peakuptime.com

VIA WEBSITE: www.peakuptime.com and click on "Support"

VIA PORTAL: <http://cw.peakuptime.com/support>

For Service Emergencies during or after working hours, just call our support number 800-797- 8388 or 918-669-8000.

For information about your systems, operational issues, and general questions, please call 918-669-8000 or contact your Client Executive.