

**Movius Maintenance Program Descriptions
And
Service Level Agreement**



Movius Care Programs Summary

Services Program	Complete	Advantage	No Maintenance
Services Provided			
Technical Support			
Technical Support	Live & Web Support	Live & Web Support	No Access
Support Access			
Critical Issues	24 x 7	24 x 7	None
Major, Minor Issues and Inquiries	24 x 7	M-F 9-5 Eastern Time (Standard Support Hours)	None
Time and Materials for Out of Scope Work	Hours Free dependent upon contract amount	Purchasable	Purchasable
Software Maintenance			
Maintenance Releases	Free	Free	Purchasable at full price
Upgrades	Free	Free	Purchasable at full price
Service Level Agreement	Performance Assured	Commercially Reasonable effort per GR929	None
Customer Account Manager			
Virtual CAM Service	Available as an add-on	Available as an add-on	Not available
Full CAM Service	Available as an add-on	Not available	Not available
Hardware			
Hardware	Advanced Replacement	Repair/Return	Purchasable at full price
Virtual Training Seats	Purchasable at 20% discount	Purchasable at full price	Purchasable at full price
Lab System Care	Repair and Return on HW	Repair and Return on HW	Repair and Return on HW Purchasable at full price

Detailed Descriptions of these summarized Services are provided in the following pages.

Movius Care Maintenance Services Descriptions (refer to Matrix of Services)

Introduction

Maintenance Services means the level of services (including any add-on services) selected by the Customer in the Maintenance Services Agreement (“MSA”) which will include, unless otherwise provided in this document, the following: (1) maintaining a Supported Product (defined below) in an operable condition according to the applicable published specifications; (2) making available to Customer the Maintenance Releases (defined below) that are released or made commercially available during the applicable Services Period; (3) consulting with and using commercially reasonable efforts to correct reported Errors (defined below) in a Supported Product; and (4) providing Upgrades (defined below).

Subject to Customer’s timely prepayment of the fees specified in the MSA for a Service Period (the “Maintenance Fees”), Movius agrees to use commercially reasonable efforts to perform, or have provided, for Customer the maintenance services selected by Customer in the MSA with respect to Supported Products (the “Maintenance Services”). If Customer elects to purchase Maintenance Services, Customer is required to include all Products of a particular type as Supported Products and to purchase Maintenance Services for all future Products of such particular type of Product when purchased from Movius. If Customer has a gap period for Maintenance Services when it elected not to have an MSA for its Products, Movius may refuse to provide Maintenance Services for such Products until (a) Movius completes an evaluation of Customer’s current status and updating of the Software and Hardware to a serviceable level and (b) Customer’s payment of all Maintenance Fees for such gap period plus the prepayment of Maintenance Fees for the upcoming Service Period.

Maintenance Services will commence on the Start Date which is the date specified in the MSA for the start of Maintenance Services for the Supported Products listed in Exhibit A to the MSA . For newly delivered products for which Maintenance Fees are paid at the time of purchase, the Start Date is the first calendar day following shipment of the Product. Maintenance Services will continue throughout the Service Period. “Service Period” means the period specified in the MSA for which Customer has paid for Maintenance Services. “Supported Product” means the Hardware and Software listed in Exhibit A to the MSA.

Please see <http://www.moviuscorp.com/uploads/docs/MoviusMaintenanceT&C.pdf> for the Terms and Conditions for the MSA.

Technical Support

Movius provides two levels of interaction for access to technical support; access via telephone or via the web. Customers, based on the Care program chosen, may have their Designated Contact (“Designated Contacts” means the contact person or group of individuals designated by Customer who will make all Maintenance Services requests to Movius) can interact with Movius’ support team via voice or enter the ticket via the website.

Technical support includes the following:

- Clarification of functions and features of a Supported Product;
- Clarification of the documentation for a Supported Product;
- Guidance in operation of the Supported Product;
- Assistance in identifying and verifying the causes of suspected Errors in the Supported Product; and
- Advice on bypassing identified Errors in the Supported Product, if reasonably possible.

Web Based Technical Support

To access the Movius website, Customer must be on a Care program and a Designated Contact must access the Movius website. To access the website, go to <https://customers.moviuscorp.com/portal/> and enter your user ID and password.

If you need to have a user ID and password established, go to <https://customers.moviuscorp.com/portal/Registration.aspx>.

If you have lost the user ID or password, please contact Movius via telephone for assistance.

The Movius website allows customers to enter tickets, update tickets and attach documents to tickets. The website also allows Customer to download Software and access our knowledge base for assistance. Product and Technical bulletins, on-line manuals and other important information are readily accessible on the Movius website.

Customer will be asked to provide the following information when opening a ticket:

- Site Name
- Product, Model, Software Revision
- Brief description of Error(s)
- Detailed description of Error(s) including logs, screen shots etc.
- Defect Classification (Critical, Major, Minor, Inquiry) as defined in this document

Movius Telephone Numbers

Movius Customer Service Helpdesk:

- +1 800 688 4001 (Toll Free U.S.A)
- +1 770 283 3666 (International)

Customer will be asked to provide the following information:

- Contact Name
- Site Name
- Site Location
- Telephone number
- Product
- Hardware SN or Name
- Reason for opening a case/Description of Error(s)



Technical support is offered, based on the Movius Maintenance Services selected in the MSA and the criticality of the issue. Critical issues or down systems are supported 24x7. Non-critical issues are supported during Standard Support Hours except for those customers who purchase the Complete Care package. "Standard Support Hours" are defined as Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Time and excluding the following Movius holidays: New Year's Day; President's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Christmas Eve Day; Christmas day; New Years Eve Day. Unscheduled non-emergency support, outside of the support hours defined by the Movius Maintenance Services selected in the MSA, are available as an additional service which will be invoiced to Customer. Customer agrees to provide remote access in order to facilitate troubleshooting and resolution of problems. Customer-requested configuration changes, call flow modifications and non-service related support are available as Additional Services. Absent a signed written agreement to the contrary, Movius shall own all intellectual property rights associated with any call flow modifications or other software customizations.

Time and Materials for Out of Scope Work

Movius is aware of the challenges Customer may face in support of its network. To assist in defraying some of this cost, for Complete Care customers only, Movius provides a quantity of Time and Material work ("T&M") free of charge. The amount of T&M, that is offered free of charge, is dependent upon the size of Customer's network which is measured by the Maintenance Fees paid. Complete Care customers, whose Maintenance Fees are less than \$50,000, are eligible for 10 hours of T&M free of charge. Complete Care Customers, whose Maintenance Fees are greater than or equal to \$50,000 but less than \$100,000, are eligible for 20 hours of T&M free of charge. Complete Care Customers, whose Maintenance Fees are greater than or equal to \$100,000, are eligible for 40 hours of T&M free of charge.

Software Maintenance

From time to time, Movius shall provide Customers with Maintenance Releases and Upgrades for previously licensed Movius-owned Software. These revisions may correct, improve or update software functioning, but will not include any necessary hardware or new turn-on features. A "Maintenance Release" is a set of procedures or new software code or product modifications implemented by Movius to (1) correct Errors in a Supported Product or (ii) to allow the Supported Product to continue to function under future releases of the applicable operating system. A "Maintenance Release" may also include new software object code or Software modifications implemented by Movius to improve the functioning of the Supported Product. An "Upgrade" means any addition to the Software that modifies or improves the existing features and functions of the Software. The distinction between Maintenance Release, Upgrade and New Product shall be at the sole discretion of Movius.

The Customer shall be responsible for installing the software. Upon Customer's request and at Customer's expense, Movius may provide installation of Maintenance Releases and Upgrades as an Additional Service.

Service Level Agreement

Customers require fast vendor response and Movius offers a standard Service Level Agreement (“SLA”). This SLA covers call response times and ticket resolution times. Details can be found in a later section in this document entitled “**Service Level Agreement.**”

Customer Account Manager (CAM)

Movius will, for an additional fee specified in the MSA, provide a Customer Account Manager. Customer has are two options available; a Virtual Customer Account Manager and a designated Full Customer Account Manager. The following table describes the differences in the services provided by the Virtual Customer Account Manager and the designated Full Customer Account Manager.

Item	Full CAM Service	Virtual CAM Service
Relationship	A named, designated CAM that is personally accessible to the customer.	A service provided by Movius via various CAMs.
Quarterly Business Reviews	A quarterly report on SLA, etc. delivered via conference call or a field visit.	A quarterly report on SLA, etc. delivered via e-mail.
Status Reports on open Cases and Change Requests (CRs)	Bi-weekly delivered via conference call.	Monthly; delivered via e-mail.
Outage Escalation	The CAM is the communication liaison for reporting status of the incident.	Customer's contact is the Customer Support Technician via the Trouble Ticket process.
Incident reports	Provided by the assigned CAM.	Provided via e-mail.
Non-ticket related inquiries	The CAM is the point of contact.	Customer contacts the Virtual CAM service via e-mail or Voice Mail Response is via e-mail.
Deployment Management	The CAM coordinates the upgrade and maintenance release deployment for Customer.	Not Included. Follows the Trouble Ticket process.

If Customer requires the services of a Customer Account Manager, the additional fee will be included in the computation of the Maintenance Fees for Maintenance Services.

Hardware Replacements – Standard Parts Replacement

If a covered piece of Hardware malfunctions or fails in normal use, Movius shall upon Customer’s return of the Hardware to Movius, either repair or replace the defective item. To request repair or replacement, Customer must promptly notify Movius of a failure providing the serial number and part number of the defective item. Movius shall provide the Customer with a Return Authorization (“RA”) Number. Customer shall then return the Hardware to Movius, at Customer’s expense, by shipping the defective item to a service location



specified by Movius. The returned item should be (a) properly packed and shipped with prepaid insurance and shipping charges, (b) labeled with the RA Number, and (c) accompanied by a detailed description of the defect or fault. Upon proper receipt of such Hardware, at Movius' option, Movius shall complete the repair or ship a replacement part within thirty (30) days for Movius-manufactured Hardware or within forty-five (45) days for Hardware manufactured by a third party (exclusive of statutory holidays and weekends). Replacement parts may be new or refurbished. If refurbished, a replacement part shall be equivalent to new in operation. Such repaired or replaced items provided by Movius shall be free from defects in material or workmanship that would prevent compliance in all material respects with the applicable documents for a period of ninety (90) days from the date Movius ships the repaired or replacement item to Customer. When defective Hardware is returned by Customer to Movius, the Customer is responsible for delivering the Hardware to Movius via delivery terms of DDU (Incoterms 2000) to an airport near Movius' designated facility and Movius is responsible for delivering the repaired Hardware or replacement Hardware to Customer via delivery terms of DDU (Incoterms 2000) to an airport near Customer's designated facility.

In the event the replacement Hardware is unavailable due to obsolescence or any other reason, Movius reserves the right to replace the failing Hardware with other hardware of equal or greater functionality.

Express shipping may be requested as an Additional Service. When Movius replaces a returned item, the items returned by the Customer shall become Movius' property and Customer shall ensure that the returned Hardware is free and clear of all liens and other encumbrances. Movius may charge Customer a diagnostic testing fee for Hardware that is returned to Movius as defective but Movius determines to be functioning properly upon investigation. For Movius-manufactured Hardware only, Movius shall provide non-featured hardware revision level updates as deemed advisable by Movius when Customer sends Hardware to Movius for repair or upgrade.

Hardware Replacement – Advanced Parts Replacement

At Movius' option and based upon availability, Movius may provide advance replacement parts for defective items being returned to Movius for repair or replacement. To be eligible for advanced replacement for all defective parts, Customer must select a COMPLETE CARE level of Maintenance Services, maintain a satisfactory credit standing with Movius, and maintain the recommended level of spare parts at its sites. If stock is available, Movius shall generally ship the requested item with forty-eight (48) hours of Customer's request. If stock is not available, Movius will endeavor to provide the advanced replacement item within ten (10) business days. Customer shall ship the defective item to Movius-designated service location within twenty (20) days from the date Movius ships the advanced replacement part. Such item shall become Movius' property and Customer shall ensure that it is clear of any liens or other encumbrances. If Customer fails to do so, Movius shall invoice Customer for the current list price of the advanced replacement part and Customer shall pay such invoice within thirty (30) days of the invoice date. When a defective Hardware part is returned by Customer to Movius, the Customer is responsible for delivering the defective Hardware part to Movius via delivery terms of DDU (Incoterms 2000) to an airport near Movius' designated facility and Movius is responsible for delivering the replacement Hardware part to Customer via delivery terms of DDU (Incoterms 2000) to



an airport near Customer's designated facility. Requests for expedited counter-to-counter service will be subject to an expedite fee and may be requested as an Additional Service. For Movius-manufactured Hardware only, Movius shall provide non-featured hardware revision level updates as deemed advisable by Movius when Customer sends Hardware to Movius for repair or upgrade.

Training

Movius encourages Customers to take advantage of the product training that is available. Customers who purchase Complete Care are entitled to a 20% discount on Movius virtual training. The course schedule is available at <http://www.moviuscorp.com/training.aspx>

Lab System Care

For Customers who purchase Movius Care for their production system and also purchase Movius Care for their lab system:

- Software maintenance and Maintenance Services relating to Software are provided as described for the level of Care purchased.
- Hardware replacement (repair and return) applies to lab hardware.

OEM Support

Notwithstanding anything to the contrary, Movius does not directly support or maintain hardware and software manufactured by third parties ("OEM Products"), even if the items are listed in Schedule A. However, when such third party hardware is purchased from Movius or the software is sublicensed from Movius, to the extent permitted by the manufacturer or third party licensor, Movius passes through to Customer any warranties provided by the manufacturer or third party licensor. For OEM Products listed in Schedule A, Movius shall provide fault analysis and an initial diagnosis of an OEM Product problem. Movius shall coordinate with the Customer and the third party supplier for the replacement or repair of defective Hardware OEM Products covered by this Agreement and under the warranty from the third party supplier. Movius shall invoice Customer for any fees charged by the third party suppliers for such support and Customer shall pay Movius' invoice within thirty (30) days of the invoice date.

Additional Services

If Customer requests Movius to perform services which are not included in the definition of Maintenance Services, such services, to the extent Movius consents to undertake same, shall be subject to separate agreement or shall be provided on a time and material basis at Movius' current rates (the "Additional Charge"). "Additional Services" may include:

- a. Any service that is an Excluded Service described in the section entitled Excluded Services;
- b. Any services necessary to repair or replace Products that are not functioning due to causes other than normal wear and use, such as those damaged by accidents, force majeure events or misuse;
- c. Any services required due to Customer's failure to fulfill its obligations under the section entitled Customer Responsibilities or resulting from the exceptions in section entitled Excluded Services;
- d. Replacement or provision of consumable operating supplies (e.g., magnetic tapes, optical disk media, batteries, lightning arrestors, fuses) or peripheral accessories (e.g., keyboards, VDTs, printers, external modems);



- e. Any services provided to diagnose a problem that is ultimately determined to be caused by equipment or software not provided by Movius, or by Customer's public or private connected network;
- f. Installation of new Software (including Maintenance Releases and Upgrades) or of Software turn-on features;
- g. Hardware installation or technical inspections of Hardware;
- h. Product modifications, enhancements, upgrading, refurbishment, relocation, disconnection or reconnection or removals;
- i. Assessment necessary to add additional Hardware or Software;
- j. Providing assistance or oversight to third Parties or to Customer employees maintaining or repairing hardware or software that is not a Supported Product;
- k. Modifications or customizations to Movius' Software, such as programming commands, known as "Call Flow Programming" that execute sequentially and internally in a system to control a telephone call session;
- l. Purchase of additional Products or turn-on features of Software that are required to provide additional functionality that Customer has not previously purchased or licensed or that are required to use a particular item of Software;
- m. Warranty and maintenance support for Third Party Software and Hardware not purchased from Movius or for support in excess of that described in Section OEM Support; and
- n. "On-site" services that require Movius to dispatch Movius personnel to Customer's location; and
- o. Other Product support services mutually agreed upon by Movius and Customer.

Professional Services Development Support

For Movius professional services engagements that result in software development for CARE customers, this coverage will provide all the software support necessary to maintain the purchased feature or set of features functioning properly per the original requirements agreed to in professional services scope of work. The Software resulting from Movius' professional services will only be propagated to future versions of the Software if Customer maintains either the "AdvantageCARE" or "Complete CARE" level of Maintenance Services in effect. If Customer elects to cease Maintenance Services in a future period or to reduce its level of service below "AdvantageCARE" or "CompleteCARE," a professional services project of similar scope and price to the professional services project for the initial professional services Software development may be required for future porting of the Software to newer versions of the Software.

Service Level Agreement (SLA)

Support Process

Customer will report Errors and issues to Movius only via the designated Movius support website or phone line specified in this document. An “Error” is the failure of a Supported Product to conform to published specifications. Movius will honor the service level agreement contained in this document, for “Critical” and “Major” Errors, only if Customer reports such issues to Movius via the Movius Support telephone number specified in this document. Customer is encouraged to report all severity “Minor” or “Informational” inquiries to Movius via the Movius support website.

After Customer reports an Error including severity classification for the Error, Movius will promptly and consistent with the severity of the Error consult with Customer regarding the Error and the conditions under which such Error may recur. For all Critical and Major Errors, Customer will advise Movius via telephone or via a ticket update through the Movius support website of the reasons for its Error classification level. Additional information may be requested from Customer and may involve facsimile, email, instant messaging services, remote access or other access. Movius will, as appropriate, provide one of the following after consultation with Customer:

- A procedural solution for the Error which could include performing operator instructions or Hardware replacements;
- A Software patch that corrects the Error;
- A temporary bypass of the Error;
- A statement made in good faith that more information about the Error is required; or
- A statement that the Supported Product operates according to its applicable Specifications such that no Error exists or that the Error arises when the Supported Product is used in a manner not intended.

If Movius demonstrates to Customer that the Error is caused by factors outside of the scope of the Maintenance Services or is otherwise arising from Third Party software or hardware or Customer error, then Movius will be entitled to invoice Customer on a time and materials basis for work performed by Movius and travel and living expenses incurred by Movius in connection therewith.

Customer Maintenance Obligations

In order to enable Movius to perform its obligations hereunder, Customer agrees to perform the following:

- To provide access to the system to Movius. Failure to do so, will negate any SLA requirements.
- To assist Movius in correcting Errors, Customer will execute reasonable diagnostic routines in accordance with written instructions provided by Movius and inform Movius of the results of such tests.
- Be responsible for undertaking all reasonable actions requested by Movius to verify the existence of an Error with a Supported Product and to ascertain the conditions under which the Error may be duplicated on Customer’s systems.

- Ensure appropriate technical personnel from its staff to be available for consultation and advice regarding the nature of the Error and the results and acceptability of any proposed or attempted solution.
- Maintain the Supported Product by notifying Movius prior to any installation of a Maintenance Release and provide for the installation of Maintenance Releases of Software provided by Movius.

Customer acknowledges that the failure or refusal of Customer to install Maintenance Releases may affect Movius' ability to provide Maintenance Services hereunder. Movius will use reasonable efforts to notify Customer when the failure to install any such Maintenance Release will affect the Maintenance Services to be provided to Customer hereunder. Movius will have no liability hereunder for any Error that could have been corrected by the installation of a Maintenance Release.

Exceptions

Movius will have no responsibility under the MSA to fix any Errors arising out of or related to the following causes:

- a. Errors arising from installation of the Supported Products by any party other than Movius, an agent approved by Movius, or a member of Customer's staff who has been certified by Movius in installation procedures
- b. Customer's modification of the Supported Product (in whole or in part) or its combination with any Third Party hardware, software or systems not approved by Movius
- c. Accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control not caused by Movius or its agent
- d. Failure of media not furnished by Movius or approved by Movius
- e. Excessive heating; fire and smoke damage not caused by Movius or its agent
- f. Operation of the Supported Product with other media and hardware, software or telecommunication interfaces not meeting or not maintained substantially in accordance with the manufacturer's specifications
- g. Causes other than ordinary use, unless due to the act or omission of Movius or its agent.

Any corrections performed by Movius for such Errors will be made, in Movius' reasonable discretion, at Movius' then-current time and material charges

Service Levels and Escalation Details

The definitions below are derived from the current (as of the Effective Date) Bellcore / Telcordia Reliability and Quality Measurement (RQMS) Standard, GR-929-CORE. Movius shall respond on a commercially reasonable effort basis in accordance with the provisions set forth below, and measure Movius' performance against the GR-929-CORE specification.

Outage Definitions

A total outage refers to an Error causing loss of all functionality for more than 30 seconds. A partial outage is an Error that causes the loss of functionality less than a total outage, and more than 20% of the end user mailboxes or users associated with a Software application, or more than 25% of the Hardware ports for more than 30 seconds.

Outage definitions are categorized as follows:

- A supplier attributable outage includes an outage primarily triggered by the system design, hardware, software, components or other parts of the system, scheduled events necessitated by the design of the system of supplier support activities, including documentation, training, engineering, ordering, installation, maintenance, technical assistance, software or hardware change action, etc.
- A service provider/customer attributable outage is an outage that is primarily attributable to the service provider's/customer system or support activities, such as translation or procedural errors or office environment problems.
- A scheduled outage results from scheduled or planned maintenance, installation, or manual initialization. This includes activities such as parameter loads, software/firmware changes and system growth.

Support Level Definitions

The Care Support package provided during the Service Period includes 3rd and 4th Level support. 1st and 2nd level is the responsibility of the Customer. Additional coverage is available, including both 1st and 2nd level support through optional services that are purchasable.

1st Level:

This level of support is generally the Customer Care team or a team in the Network Management Centre used by the Customer. This level of support is not covered by the Care package as part of the Maintenance Services. 1st level support is available on a fee basis, or Movius can setup contact centers that will enable a Customer to have a 1st level support function as an optional service.

2nd Level:

This level of support is supplied by the Customer. It is generally a set of support engineers / staff member whom has a good working knowledge of Customer's Network Infrastructure and the manner in which the Supported Products have been deployed into the Network.

Typical Tasks for 2nd Level may include:

- Interfacing with the 1st Level Customer Care team
- Administration of OS and application
- Daily checking routines defined by 2nd Level support team managers to ensure services are working properly.
- Capturing of logs and traces relating to specific faults or problems
- Interfacing with 3rd Level support function
- Isolation of events in a network to a vendor's specific application or equipment and escalation to the appropriate vendor's support function (3rd line support)
- Incident investigation and basic diagnosis, and classification of faults
- Workaround and temporary fixes without any change to application code. These may include failover procedures to ensure a faulty unit is taken out of service and a working stand-by unit is made active.
- Monitoring of patch installation by 3rd Level support – in the event that 2nd Level support is not able to perform the patch installation themselves.
- Creating job orders for planned activities

- Coordinating internal activities inside Customer which may required for fault resolution
- Assisting 3rd Level support during testing and validation of fixes
- Performing System and Application Backup procedures
- System Configuration Change management owner
- Owner of the test system – if relevant

3rd Level:

This level of support is supplied by Movius through web enabled and telephony support. This level of support is provided to the Customer 2nd Level support.

Typical Tasks for 3rd Level:

- Assisting 2nd Level support team with second line tasks where needed
- System Audits
- Resolving all issues which cannot be resolved by 2nd Level once 2nd Level has supplied all details as to what has been done to resolve the relevant matter. This is dependent on a case being opened so that internal escalation processes can begin.
- Interfacing with Software Engineering Department
- Provide on site support when required and on the basis of a mutually agreed financial arrangement
- Telephonic support with 2nd Level support staff
- Workaround and temporary fixes without any change to application code
- Implementing System Configuration changes approved by 4th Line support
- Providing in-depth analysis in support of the 2nd Level support team
- Verification of patches in test system and installation of these patches on the live system
- Assisting 4th Level support in with dimensioning procedures for expansion and new feature implementations
- Providing MOP documents for all patch implementations and planned work activities. Assistance for this is received from 4th Level support team.
- Documentation updates when applicable
- Assisting Customer service delivery department during upgrade and expansion projects

4th Level:

This level of support is supplied by Movius and / or the Third Party Supplier. This level supports 3rd level and provides additional functionality.

Typical Tasks for 4th Level:

- Providing in-depth analysis in support of the 3rd Level support team
- Overall creation of MOP for new release and patch implementation.
- Approval of Method of Procedures created by 3rd Level support.
- Providing bug fixes, patches and maintenance releases
- Providing update procedures for the implementation of patches and maintenance releases
- Documentation updates.

- Creating and providing 3rd Level support with relevant System Functional Specifications and release notes.
- Creating Dimensioning plan to be used during a capacity increase procedure.

Severity Definitions

Critical/System Down

Critical/System Down problems severely affects service, capacity/traffic, provisioning, application response, billing and maintenance capabilities, and requires immediate corrective action, regardless of time of day or day of the week as viewed by Customer upon discussion with Movius.

Critical problems are those that:

- Affect service and/or system/application operation:
 - A total system failure that results in loss of all transaction processing capability (e.g. call processing, data transmission).
 - Reduction in capacity or traffic handling capability such that the system cannot handle expected loads.
 - Any loss of safety or emergency capability.
 - Loss of the system's ability to perform automatic system reconfiguration.
 - Inability to restart a processor or the system.
- Affect billing, maintenance and databases
 - Loss of billing capability
 - Corruption of system databases that requires service affecting corrective actions.
 - Loss of access for maintenance or recovery operations.
 - Loss of the system's ability to provide any required Critical or Major Trouble notification.
- Other problems that completely affects service, capacity/traffic, and maintenance capabilities

Major

Major problems cause conditions that seriously affect system operation, maintenance, and administration, etc., and require prompt attention as viewed by Customer upon discussion with Movius. The urgency is less than in critical situations because of a lesser immediate or impending effect on system performance, subscribers, and Customer's operation and revenue.

Major problems are those that

- Affect service and/or routine operation
 - Reduction in any capacity/traffic measurement function
 - Any loss of functional visibility and/or diagnostic capability
- Affect maintenance, administration, etc.:
 - Prevention of access for routine administrative activity.
 - Degradation of access for maintenance or recovery operations.
 - Degradation of the system's ability to provide any required Critical or Major Trouble notification.

- Any significant increase in system related customer trouble reports.
- Billing error rates that exceed the rates specified in Section 9 of Section 8.1 of FR-64, LATA Switching Systems Generic Requirements (LSSGR).
- Corruption of system databases that does not result in service affecting corrective actions.
- Other problems that disrupt or prevent routine system activities, or are viewed as major by a service provider upon discussion with the supplier.

Minor

Minor problems do not significantly impair the functioning of the system and do not significantly affect service to customers. These problems are tolerable during system use. These are other problems that a customer does not view as critical or major.

All other queries made to Movius Technical Support are not considered Errors and are defined as Informational Requests.

Fix Response Time Measurements (Resolution Time)

A 'fix' is a correction or work around to a problem. An 'official fix' is an approved fix available for general distribution. A 'temporary fix' is a fix that is delivered to a limited number of systems in the field for purposes of verification or to solve system problems requiring immediate attention. A temporary fix is usually followed by an official fix. For major and minor problems the fix time is the interval from the receipt of the original problem report by Movius to the first delivery of the First Official Fix.

For critical problems the fix response time is the interval from the receipt of the original problem report by Movius to the time when the fix is provided to the affected site.

If a temporary fix is provided to resolve a critical problem, the time needed to temporarily resolve the problem is included in the fix response time for critical problems starting with the initial report if the problem and extending to the time that the temporary fix is provided. The time associated with providing the official fix for critical problems is included in the fix response time for major problems.

All resolution times mentioned in the below table are subject to a minimum connectivity speed of 128kb/s to the system being guaranteed at all times.

Response and Escalation Targets

Priority	Definition	Response Time		Resolution Time		Recommended Escalation						
		Inside Business Hrs	Outside Business Hrs	Temporary Fix Available	Official Fix Available	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	
1	Critical Problem	90% < 5 min	100% < 15 min	100% < 30 Min	100% < 24 Hrs	90% < 30 Days	N/A	30 Min	30 Min	1 Hour	4 Hours	24 Hours
2	Major Problem	90% < 30 Min	100% < 60 Min	100% < 48 Hrs	90% < 30 Days	N/A	1 Day	5 Days	15 Days	30 Days	N/A	
3	Minor Problem	90% < 8 hours	N/A	100% < 30 Days	90% < 180 Days	N/A	5 Days	15 Days	30 Days	90 Days	N/A	
4	Information Request	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Communications

Movius will provide Customer with publications, if any, Movius routinely provides or makes accessible to all Maintenance Services customers to furnish information on topics such as program advisories, known problems and solution summaries, product release notes, application notes, product descriptions, and the like.

Customer Responsibilities

- a. Customer is responsible, at its own expense, for undertaking the proper supervision, control and management of its use of the Supported Products, including, but not limited to:
 - (i) assuring proper operating methods with respect of the Supported Products;
 - (ii) following industry standard procedures for the security of data, accuracy of input and output, and back-up plans, including restart and recovery in the event of Hardware or Software Error;
 - (iii) Maintaining appropriate environmental conditions for the Products as suggested by Movius or the original equipment manufacturers;
 - (iv) Providing at Customer's site(s) any required power sources and grounding, free from interfering noise;
 - (v) Securing all appropriate Hardware installation and operation licenses from the appropriate government agencies;
 - (vi) Maintaining at each Customer site a stock of spare parts recommended by Movius for the "CARE" level of Maintenance Services selected in the MSA; and
 - (vii) For each Customer site, maintain a telephone line and modem or internet access for Movius' use whereby Movius can gain remote access to the Products to provide Maintenance Services. Movius shall give Customer notice before remotely accessing Products. Customer hereby grants Movius permission, until Movius receives written notice otherwise, to gain remote access to the Products to provide Maintenance Services or Additional Services

The Customer will provide remote access to Movius, in the form of;

- ssh access to all machines over the Internet
- http access to the Admin Console
- Remote access to remote management unit on all servers
- Other remote access as required by OEM equipment or applications requiring support

The conditions for the logon-procedure shall be regulated in the customer-specific Operation and Maintenance guide, such that the remote access is only activated when needed, with the security protection (for example logon passwords) allocated on a "one-use" basis. If access is not permanently activated, then the Customer must have an operational procedure to activate Movius' access as quickly as possible.

Movius' Support Engineers will not make any changes to the site without prior discussion and approval by the Customer Support Contact.

- b. Training. Customer is responsible for proper training of all appropriate personnel in the operation and use of the Supported Products and associated equipment.

- c. Designated Contacts. Customer will designate in writing from time to time an individual or group to serve as the Designated Contacts. Such Designated Contacts shall be available to Movius during all “on-site” visits by Movius
- d. Access to Personnel and Products. Customer will provide Movius with remote and in-person access to Customer’s personnel and the Products during Standard Support Hours. Access to Products shall include the ability to remotely access and operate the Supported Products and to obtain the same access to the Products (subject to Customer’s security standards and procedures) as those of Customer’s employees having the highest privilege or clearance level, as necessary to provide the Maintenance Services. Movius will inform Customer of the specifications of the remote access equipment and associated software needed, and Customer will be responsible for the costs, use and maintenance of said equipment.

Excluded Services

Services required in connection with or resulting from the following are not included in the Maintenance Services:

- abuse, misuse, accident or neglect, including any Errors caused by environmental or power problems, or repairs, alternations and/or modifications not performed by Movius
- maintenance, malfunction, modification of the target processor, its operation components or hardware or software not obtained from Movius;
- Error corrections for non-current release of the Software;
- Customer’s failure to maintain a configuration environment (i.e., prerequisite or co-requisite items, etc.) specified in the documentation for the Products;
- Product installation or deployment or support for Third Party products not originally supplied by Movius;
- On-site support services. (However, in the event that Customer desires support to be provided on-site by an Movius representative, Customer agrees to pay all associated travel charges, including transportation, lodging, food and travel time in addition to Movius’ on-site support fee.); or
- Any modification of the Software to add screens or reports or to accommodate a change in computer environment or platform or the interface with other software of Customer, or maintaining or removing attachments or other devices not provided by Movius, or other software not provided by Movius, or other modifications requested by Customer and not then part of such Supported Product as generally offered by Movius.